Lakewood Ranch Stewardship District

12051 Corporate Blvd, Orlando, Florida 32817; 407.723.5900
www.lakewoodranchstewardship.com

BOARD OF SUPERVISORS
LAKEWOOD RANCH
STEWARDSHIP DISTRICT

Friday, December 6, 2019 9:00 a.m.
Schroeder-Manatee Ranch, Inc.
14400 Covenant Way
Lakewood Ranch, FL 34202

For those unable to attend in person, the call-in information for the meeting is as follows:

Number: 1-844-621-3956

Access code: 791 375 709#

BOARD OF SUPERVISORS MEETING AGENDA

Call to Order / Roll Call

- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Administrative Matters

1. **Consideration of Minutes of the November 1, 2019 Board of Supervisors Meetings**

Business Matters

2. **Consideration of Matters Relative to the Taylor Morrison – Azario Project, Series 2019 Bond Issuance**
   - **A. Public Hearing on the Imposition of Special Assessments**
     - Public Comments
     - Board Comments
     - **Resolution 2020-09, Imposing Special Assessment**
   - **B. Presentation of Supplemental Assessment Resolution**
   - **C. Resolution 2020-10, Supplemental Assessment Resolution**
   - **D. Disclosure of Public Financing**
   - **E. Other Matters** *(provided under separate cover)*
3. **Consideration of Matters Relative to Lakewood National Project**
   - **A. Amendment to Acquisition Agreement** *(provided under separate cover)*
   - **B. Amendment to the Engineer's Report** *(provided under separate cover)*
   - **C. Other Matters** *(provided under separate cover)*
4. **Consideration of Matters Relative to Lorraine Lakes Project**
   - **A. Acquisition Agreement** *(provided under separate cover)*
   - **B. Other Matters** *(provided under separate cover)*
5. **Public Hearing on the Adoption of Amended and Restated Rules of Procedures**
   - Public Comments
   - Board Comments
   - **Resolution 2020-11, Adopting Amended and Restated Rules of Procedure**
6. **Consideration of Resolution 2020-12, Ratifying the Sale of the Northeast Sector Project – Phase 2A, Series 2019 Bonds**

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7. **Consideration of Amended and Restated Disclosure of Public Financing – Northeast Sector Project – Phase 2A, Series 2019 Bonds** *(provided under separate cover)*
8. **Consideration of Agreements between the District and Individual Landowners**
    - Paul and Tara Carrington (Amended and Restated Improvement Construction Agreement)
    - Paul and Tara Carrington (Exchange of Real Property)
    - Tracy Fox (Improvement Construction Agreement)
    - Travel Imaginations, LLC (Improvement Construction Agreement)
    - Travel Imaginations, LLC (Agreement for Purchase and Sale)
    - Rick and Wilma Chang (Amended and Restated Improvement Construction Agreement)
    - Dennis and Janice Hyma (Amended and Restated Improvement Construction Agreement)
    - Chabad Lubavitch (Amended and Restated Improvement Construction Agreement)
    - Bella Terra Holdings, LLC (Amended and Restated Improvement Construction Agreement)
9. **Consideration of Bid Award for Academic Avenue and Lighterwood Trail Roadway Improvements**
    - **A. Award Recommendation Letter and Bid Tabulation**
    - **B. Resolution 2020-13, Award of Contract**

Financial Matters

10. **Draw Requests** *(provided under separate cover)*
11. **Compilation Report**

Other Business

12. **Staff Reports**
    - Manager's Report
    - Attorney's Report
    - Engineer's Report
        - **Specific Authorization No. 83**
          Stantec
          Services Associated with Lakewood Ranch Stewardship District
          Traffic Signal Design – Lorraine Road at Rangeland Parkway
        - **Specific Authorization No. 84**
          Stantec
          Services Associated with Lakewood Ranch Stewardship District
          Traffic Signal Design – Lorraine Road at 44th Avenue East
        - **Change Order No. 1**
          SMR Farms, LLC
          Rangeland Pkwy (Lorraine Rd to Uihlein Rd)
          Add 9 Bald Cypress at Request of LWRSD
        - **Change Order No. 1**
          Irrigation Design Associates, Inc.
          Rangeland Pkwy (Lorraine-Uihlein)
          Irrigation Construction
          Change in Agreement Scope: Deduct 254 Hunter pros-06 6" Sprays, Add 254 Hunter Pros-12 12" Sprays

- **Change Order No. 2**
  Irrigation Design Associates, Inc.
  Rangeland Pkwy (Lorraine-Uihlein)
  Irrigation Construction
  Change in Agreement Scope: Deduct Maxijet stakes/poly pipe; Add Hunter Pros-12 12" Popups
- **Change Order No. 1**
  The Rogers Group
  Waterside Signage at Lorraine Rd and University Pkwy
  Additional demo required. Specialty tile over original tile allowance
- **Change Order No. 1**
  Woodruff & Sons, Inc.
  Waterside Place Boulevard and Waterside Place Park Earthwork
  November extras/overages – Conduit, Asphaltic concrete, Cement treated Stabilized subgrade, and F Curb
- **Change Order/Proposal**
  MSB Services, LLC
  Bourneside North Phase I - From SR70 North
  Mobilization, Conduits, Pull & Splice Box, Ligthing Conductors, Load Center, Pole Cable Distribution System, Light Pole Complete
- **2019 Prequalified Landscape Irrigation Maintenance Contractors**

- Audience Comments
- Adjournment

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LAKEWOOD RANCH STEWARDSHIP DISTRICT
BOARD OF SUPERVISORS MEETING AGENDA
DECEMBER 6, 2019 AT 9:00 A.M.

SCHROEDER-MANATEE RANCH, INC.
14400 Covenant Way
Lakewood Ranch, Florida 34202

BOARD OF SUPERVISORS	
REX JENSEN	CHAIRMAN
TONY CHIOFALO	VICE CHAIRMAN/ASST. SECRETARY
SCOTT ALMAND	TREASURER
JIM SCHIER	ASSISTANT SECRETARY
ED HUNZEKER	ASSISTANT SECRETARY

DISTRICT STAFF		
DISTRICT MANAGER	HANK FISHKIND	PFM CONSULTING GROUP LLC
DISTRICT COUNSEL	JONATHAN JOHNSON	HOPPING GREEN & SAMS
DISTRICT ENGINEER	MIKE KENNEDY	STANTEC
HANK FISHKIND	SECRETARY	

Enclosed is the agenda of the Lakewood Ranch Stewardship District Board of Supervisors ("Board"). Meetings of the Board are open to the public in accordance with Florida law. Agendas can be reviewed by contacting the District Manger's office at (407) 723-5900 at least seven days in advance of the scheduled meeting. Requests for the Board to consider items that are not on this agenda must be submitted in writing with an explanation to the District Manger at least fourteen (14) days prior to the date of the meeting.

Upon establishing a quorum, meetings of the Board are anticipated to begin promptly at 9:00 a.m. at the address listed above, unless proper notice states otherwise. Each meeting will begin by inviting comments from members of the public in attendance, if any. Public comments may address any matter of interest or concern to the District, regardless whether listed for consideration on the meeting's agenda, and will be received by the Board in accordance with the District's Public Comment Policy. Generally, each individual speaker is limited to three (3) minutes of public comment. The Board or District staff is not obligated to respond immediately to comments or concerns expressed during the public comment period.

Following the public comment period, the Board will proceed to address agenda items that require the review and approval of the Board as a normal course of business. As necessary, other business items may appear on the agenda for the Board's discussion and further action by motion or vote of the Supervisors. If the Board elects to consider any business item not previously published on the meeting agenda, the Board will invite public comment regarding the item prior to taking official action.

As a routine matter, the Board will consider financial status updates and may approve financial reports, work authorizations, and other financial business items as appropriate. Staff, including the District Manager, District Counsel, and District Engineer, will report to the Board regarding any pending issues that may be of interest to the District or the Board on a case-by-case basis. Time is reserved at the conclusion of each meeting for the Board Supervisors to express comments or concerns regarding items to be researched, considered or addressed by the Board or Staff. The Board may elect to receive Public Comment prior to adjournment of the meeting at the discretion of the Board Chairman.

Occasionally, certain items for decision by the Board are required by Florida law to be held as a Public Hearing, which will be indicated by a notice published in the local newspaper or mailed directly to impacted persons as the circumstances require. The Board will announce the opening of the Public Hearing on these agenda items and invite public comment on the specific item being considered under the notice of the Public Hearing. Public comment received during the Public Hearing must conform to the District's Public Comment Policy. If needed, the Board may hold an advertised public workshop session to consider a policy or business matter informally with staff or consultants prior to scheduling the item for action on an agenda.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a meeting/hearing/workshop of the Board is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770, which will assist you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

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LAKEWOOD RANCH STEWARDSHIP DISTRICT

Minutes

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Schroeder-Manatee Ranch, Inc.
14400 Covenant Way, Lakewood Ranch, Florida 34202

Minutes - Board of Supervisor's Meeting
November 1, 2019, 9:00 a.m.

Present and constituting a quorum:

Rex Jensen	Board Member
Tony Chiofalo	Board Member
Scott Almand	Board Member
Ed Hunzeker	Board Member
Jim Schier	Board Member

Also present were:

Hank Fishkind	PFM Financial Advisors LLC	
Jonathan Johnson	Hopping Green & Sams	
Misty Taylor	BMO	
Herb Boatner	BMO	(by phone)
Brett Sealy	MBS	
Sete Zare	MBS	(by phone)
Rob Engel	Stantec	(by phone)
Keith Litzell	Stantec	
Bob Simons	SMR	
Roger Aman	SMR	
Debbie Byerly	SMR	
J. Weidemiller	NEAL	
Scott Schuhle	U.S. Bank	(by phone)

FIRST ORDER OF BUSINESS **Call to Order and Roll Call**

Dr. Fishkind called the meeting to order and proceeded with the roll call. The members in attendance are as outlined above.

There were no public comments.

SECOND ORDER OF BUSINESS **Administrative Matters**

Consideration of Minutes of the October 4, 2019 Board of Supervisors Meeting

Mr. Jensen presented the minutes from the previous meetings and asked if there were any questions or comments.

On MOTION by Mr. Hunzeker, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved the minutes of the October 4, 2019 Board of Supervisors Meeting.

THIRD ORDER OF BUSINESS **Consideration of Matters Relative to the Taylor Morrison – Azario Project, Series 2019 Bond Issuance**

A. Resolution 2020-07, Delegation Resolution

- **Twenty-Sixth Supplemental Indenture**
- **Bond Purchase Contract**
- **Preliminary Offering Memorandum**
- **Continuing Disclosure Agreement**

B. **Other Matters** (provided under separate cover)

Ms. Taylor provided details of the resolution and noted that the amount was raised from the original not-to-exceed amount of $10 million to $15 million.
Dr. Fishkind confirmed that he had reviewed the parameters spelled out in the resolution, they were within marked norms, and as the District's Municipal Advisor he was comfortable recommending those to the Board.

On MOTION by Mr. Almand, seconded by Mr. Schier, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Resolution 2020-07, Delegation Resolution, as amended.

There were no additional matters to discuss.

FOURTH ORDER OF BUSINESS

Consideration of Matters Relative to the Northeast Sector Project – Phase 2A, Series 2019 Bond Issuance

A. Presentation of Updated Supplemental Assessment Report
B. Consideration of Resolution 2020-08, Supplemental Assessment Resolution
C. Other Matters (provided under separate cover)

Mr. Sealy provided updates on the successful marketing and prizing of the Bonds. The annual debt service per unit is low at $738.
Dr. Fishkind noted that the total number of units was adjusted to 472 and commended MBS for once again doing an outstanding job.
Mr. Johnson reviewed resolution 2020-08.

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Resolution 2020-08, Supplemental Assessment Resolution.

There were no other matters.

FIFTH ORDER OF BUSINESS

Financial Matters

Draw Requests & Requisitions

Mr. Almand presented for the Board's Consideration:

Requisition List for Draw No. 27
Del Webb - Series 2017 A Bond

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Draw No. 27, Del Webb – Series 2017 A Bond.

Requisition List for Draw No. 4
Lakewood Centre North
Pre-Funding

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Draw No. 4, Lakewood Centre North – Pre-Funding.

Requisition List for Draw No. 11
Lakewood Centre & NW Sector
Series 2018 Bond

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Draw No. 11 for Lakewood Centre & NW Sector.

Requisition List No. 28
Lakewood Centre South
Pre-Funding

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Requisition List No. 28 for Lakewood Centre South.

Requisition List No. 12
Northeast Sector Phase 1B
Series 2018 Bond

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Requisition List No. 12 for Northeast Sector Phase 1B.

Requisition List for Draw No. 46
The Villages of Lakewood Ranch South - Series 2016 A Bond

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Draw No. 46 for The Villages of Lakewood Ranch South – Series 2016 A Bonds.

Requisition List No. 53
The Villages of Lakewood Ranch South – Pre-Funding

On MOTION by Mr. Chiofalo, seconded by Mr. Hunzeker, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District accepted the Pre-Funding and approved payment of Requisition List No. 53 for The Villages of Lakewood Ranch South.

SIXTH ORDER OF BUSINESS **Compilation Report**
(provided under separate cover)

No Report

SEVENTH ORDER OF BUSINESS **Staff Reports**

Manager's Report – Dr. Fishkind noted that he was pleased with the transition to digital agenda packets.

Attorney's Report – Mr. Johnson noted that District Counsel is currently assisting the majority Landowner with the planned conveyance to the Sarasota County School Board and asked for the Board's authorization to provide documents relative to the Landowners' contract requirements. Dr. Fishkind noted that the properties were excluded from being assessed per the assessment methodology.

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District authorized the Chair to negotiate on behalf of the Board.

Engineer's Report –
Mr. Litzell presented for the Board's approval:

Change Order No. 73 Under Specific Authorization No. 39
Stantec
44th Avenue East Phase IV

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 73 Under Specific Authorization No. 39, Stantec.

Change Order No. 76 Under Specific Authorization No. 47
Stantec
Villages at Lakewood Ranch Master Drainage Plan and Permitting
(Master Drainage Plan Modification)

On MOTION by Mr. Almand, seconded by Mr. Chiofalo, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 76 Under Specific Authorization No. 47, Stantec.

Change Order No. 16 Final
Ryangolf Corporation
Uihlein Rd & Rangeland Pkwy Improvements
Uihlein Road Credit for Storm Underdrain Structures and Sales Tax.
45-day Time Extension
Rangeland Final Reconciliation

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 16 Final, Ryangolf Corporation.

Change Order No. 5 Final
C & M Road Builders, Inc.
Waterside Neighborhood 8
Deduct Sodding; Add electrical panel for Rosemont Meter and Master Meter By-Pass per Owner
Final Change Order

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 5 Final, C & M Road Builders, Inc.

Change Order No. 5
Frederick Derr & Company, Inc.
Rangeland Pkwy Improvements and Post Blvd. Extension
Correct Change Orders 1 and 2

On MOTION by Mr. Chiofalo, seconded by Mr. Schier, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 5, Frederick Derr & Company, Inc.

Change Order No. 6
Frederick Derr & Company, Inc.
Rangeland Pkwy Improvements and Post Blvd. Extension

Redress Post Median per SMR; changes to driveway at sports complex and signage changes requested by County

On MOTION by Mr. Almand, seconded by Mr. Chiofalo, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 6, Frederick Derr & Company, Inc.

Change Order No. 9
E.T. MacKenzie of Florida, Inc.
Bourneside Blvd South Ph 1 @ Lakewood Ranch
Additional Directional Bore under Bourneside Blvd. per LWRSD request

On MOTION by Mr. Almand, seconded by Mr. Chiofalo, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 9, E.T. MacKenzie of Florida, Inc.

Change Order No. 11
E.T. MacKenzie of Florida, Inc.
44th Ave East Phase V
Additional Services to Install CS-20 and Make Modifications to CS-22 and CS-23

On MOTION by Mr. Chiofalo, seconded by Mr. Almand, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District approved Change Order No. 11, E.T. MacKenzie of Florida, Inc.

EIGHTH ORDER OF BUSINESS **Supervisor Requests**

There were no Supervisor requests.

NINTH ORDER OF BUSINESS **Audience Comments**

There were no audience comments.

TENTH ORDER OF BUSINESS **Adjournment**

Mr. Jensen asked for a motion to adjourn the meeting.

On MOTION by Mr. Almand, seconded by Mr. Chiofalo, with all in favor, the Board of Supervisors of the Lakewood Ranch Stewardship District moved to adjourn the November 1, 2019 meeting.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Matters Relative to the Taylor Morrison – Azario Project, Series 2019 Bond Issuance

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Public Hearing

MANATEE COUNTY LEGAL NOTICES

FIRST INSERTION

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 13 OF CHAPTER 2005-338, LAWS OF FLORIDA, BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 13 OF CHAPTER 2005-338, LAWS OF FLORIDA, BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

NOTICE OF PUBLIC MEETING

The Lakewood Ranch Stewardship District's (the "District") Board of Supervisors (the "Board") will hold a public hearing at 9:00 a.m., on December 6, 2019, at the offices of Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida, to consider the adoption of an assessment roll, the imposition of special assessments on certain benefited lands within the District known as the "Azario Project" (the "Project Area"), and to provide for the levy, collection and enforcement of assessments securing bonds and/or notes issued to finance a portion of the cost of the acquisition and/or construction of the Azario Project (hereinafter defined). The public hearing is being conducted pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2005-338, *Laws of Florida*.

The Project Area, geographically depicted below, is generally bounded to the north by development, to the east by Uihlein Road, to the west by Lorraine Road and to the south by the future 44th Avenue Extension. The streets and areas to be improved are more specifically depicted in the Engineer's Report (hereinafter defined) and in the map below. The Azario Project contemplates that construction and/or acquisition of drainage and stormwater management systems, and water and wastewater distribution systems, all as more fully described in the preliminary *Engineer's Report Azario Lakewood Ranch* (the "Engineer's Report") dated September 2019 (collectively, the "Azario Project").

The District intends to impose assessments on benefited lands within the Project Area in the manner set forth in its preliminary *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector - Azario Project Area*, dated October 4, 2019 (the "Assessment Report"), which is on file with the District and available during normal business hours at the address provided below.

The District expects to collect sufficient revenues to retire no more than $35,740,000 in principal amount of debt to be incurred by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The annual assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager located at 12051 Corporate Blvd., Orlando, Florida 32817 and at the local records office located at 14400 Covenant Way, Lakewood Ranch, Florida 34202.

The proposed schedule of maximum principal debt to be allocated to the properties within the Project Area is as follows:

Land Use	Debt/ Unit	Net Debt Service	Administrative Expenses	Total Debt Service
Azario Esplanade				
45'	$22,577	$1,640	$123	$1,764
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
90'	$45,154	$3,280	$247	$3,527
TV	$11,289	$820	$62	$882
Clubhouse & Golf Course	$225,772	$16,402	$1,235	$17,637
3 Amenity Campuses	$112,886	$8,201	$617	$8,818
Park East at Azario				
42'	$21,072	$1,531	$115	$1,646
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
1 Amenity Campus	$112,886	$8,201	$617	$8,818

*Includes 7% gross up for 4% early payment discount and Manatee County Property Appraiser and Tax Collector fees.

The assessments will be collected on the Manatee County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce the assessments. All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

November 15, 22, 2019

Also at 9:00 a.m. on December 6, 2019, at the office of Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida, the Board will hold a public meeting to consider any other business that may lawfully be considered by the District. This Board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for independent special districts. This Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Location Map, Azario Project

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENT; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Lakewood Ranch Improvement District (the "District") is a local unit of special-purpose government located in Sarasota and Manatee Counties, and established pursuant to Chapter 2005-338, *Laws of Florida*, as amended (the "Act") for the purposes of constructing, installing, acquiring, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements ("Improvements") within the portion of the District known as the Azario Project as more particularly described in that certain *Engineer's Report Azario Lakewood Ranch* dated September 2019, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments levied on benefitted lands within the Azario Project pursuant to Section 13 of the Act (hereinafter, the "Assessments"); and

WHEREAS, the District is empowered by the Act, and Chapters 170 and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received for lands within the Azario Project of the District as set forth in that certain *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019, attached hereto as Exhibit B and incorporated herein by reference and on file at 14400 Covenant Way, Lakewood Ranch, Florida 34202 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against the property as described in Exhibits A and B that secure the Assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

1. The Assessments shall be levied to defray the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in Exhibit A, and are on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is $35,763,420.99 (the "Estimated Cost").
4. The Assessments will defray approximately $35,740,000 which includes the Estimated Cost, plus financing-related costs, capitalized interest, and debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B.
6. The Assessments shall be levied within the Azario Project of the District on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to the Act and Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.
11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Manatee and Sarasota Counties and to provide such other notice as may be required by law or desired in the best interests of the District.
12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of October, 2019.

ATTEST:

__/s/Tony Chiofalo__
Assistant Secretary

BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

__/s/Rex Jensen__
Rex Jensen, Chairman

Exhibit A: *Engineer's Report Azario Lakewood Ranch*, dated September 2019
Exhibit B: *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019
PUBLISH: November 15 & 22, 2019

19-01570M

SARASOTA COUNTY LEGAL NOTICES

FIRST INSERTION

NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 13 OF CHAPTER 2005-338, LAWS OF FLORIDA, BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 13 OF CHAPTER 2005-338, LAWS OF FLORIDA, BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

NOTICE OF PUBLIC MEETING

The Lakewood Ranch Stewardship District's (the "District") Board of Supervisors (the "Board") will hold a public hearing at 9:00 a.m., on December 6, 2019, at the offices of Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida, to consider the adoption of an assessment roll, the imposition of special assessments on certain benefited lands within the District known as the "Azario Project" (the "Project Area"), and to provide for the levy, collection and enforcement of assessments securing bonds and/or notes issued to finance a portion of the cost of the acquisition and/or construction of the Azario Project (hereinafter defined). The public hearing is being conducted pursuant to Chapters 170 and 197, *Florida Statutes*, and Chapter 2005-338, *Laws of Florida*.

The Project Area, geographically depicted below, is generally bounded to the north by development, to the east by Uihlein Road, to the west by Lorraine Road and to the south by the future 44th Avenue Extension. The streets and areas to be improved are more specifically depicted in the Engineer's Report (hereinafter defined) and in the map below. The Azario Project contemplates that construction and/or acquisition of drainage and stormwater management systems, and water and wastewater distribution systems, all as more fully described in the preliminary *Engineer's Report Azario Lakewood Ranch* (the "Engineer's Report") dated September 2019 (collectively, the "Azario Project").

The District intends to impose assessments on benefited lands within the Project Area in the manner set forth in its preliminary *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector - Azario Project Area*, dated October 4, 2019 (the "Assessment Report"), which is on file with the District and available during normal business hours at the address provided below.

The District expects to collect sufficient revenues to retire no more than $43,740,000 in principal amount of debt to be incurred by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The annual assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District Manager located at 12051 Corporate Blvd., Orlando, Florida 32817 and at the local records office located at 14400 Covenant Way, Lakewood Ranch, Florida 34202.

The proposed schedule of maximum principal debt to be allocated to the properties within the Project Area is as follows:

Land Use	Debt/ Unit	Net Debt Service	Administrative Expenses	Total Debt Service
Azario Esplanade				
45'	$22,577	$1,640	$123	$1,764
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
90'	$45,154	$3,280	$247	$3,527
TV	$11,289	$820	$62	$882
Clubhouse & Golf Course	$225,772	$16,402	$1,235	$17,637
3 Amenity Campuses	$112,886	$8,201	$617	$8,818
Park East at Azario				
42'	$21,072	$1,531	$115	$1,646
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
1 Amenity Campus	$112,886	$8,201	$617	$8,818

*Includes 7% gross up for 4% early payment discount and Manatee County Property Appraiser and Tax Collector fees.

The assessments will be collected on the Manatee County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce the assessments. All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

November 15, 22, 2019

Also at 9:00 a.m. on December 6, 2019, at the office of Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida, the Board will hold a public meeting to consider any other business that may lawfully be considered by the District. This Board meeting is open to the public and will be conducted in accordance with the provisions of Florida law for independent special districts. This Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 723-5900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Location Map, Azario Project

RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENT; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; AND PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Lakewood Ranch Improvement District (the "District") is a local unit of special-purpose government located in Sarasota and Manatee Counties, and established pursuant to Chapter 2005-338, *Laws of Florida*, as amended (the "Act") for the purposes of constructing, installing, acquiring, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements ("Improvements") within the portion of the District known as the Azario Project as more particularly described in that certain *Engineer's Report Azario Lakewood Ranch* dated September 2019, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments levied on benefitted lands within the Azario Project pursuant to Section 13 of the Act (hereinafter, the "Assessments"); and

WHEREAS, the District is empowered by the Act, and Chapters 170 and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received for lands within the Azario Project of the District as set forth in that certain *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019,attached hereto as Exhibit B and incorporated herein by reference and on file at 14400 Covenant Way, Lakewood Ranch, Florida 34202 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against the property as described in Exhibits A and B that secure the Assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

1. The Assessments shall be levied to defray the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in Exhibit A, and are on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is $35,763,420.99 (the "Estimated Cost").
4. The Assessments will defray approximately $43,740,000 which includes the Estimated Cost, plus financing-related costs, capitalized interest, and debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B.
6. The Assessments shall be levied within the Azario Project of the District on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the Estimated Cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are confirmed, the Assessments shall be paid in not more than (30) thirty annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to the Act and Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.
11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Manatee and Sarasota Counties and to provide such other notice as may be required by law or desired in the best interests of the District.
12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 4th day of October, 2019.

ATTEST:

/s/Tony Chiofalo
Assistant Secretary

BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

/s/Rex Jensen
Rex Jensen, Chairman

Exhibit A: *Engineer's Report Azario Lakewood Ranch*, dated September 2019
Exhibit B: *Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019
PUBLISH: November 15 & 22, 2019

19-03043S

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2020-09

RESOLUTION 2020-09

[AZARIO PROJECT]

A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITTED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES, AND CHAPTER 2005-338, LAWS OF FLORIDA; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS, NOTES OR OTHER INDEBTEDNESS; PROVIDING FOR APPLICATION OF TRUE-UP PAYMENTS; MAKING PROVISIONS FOR OWNERSHIP OF REAL PROPERTY BY GOVERNMENTAL BODIES AND HOMEOWNERS ASSOCIATIONS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Lakewood Ranch Stewardship District (the "District") has previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of its special assessment bonds or other financial instrument, which bonds or other financial instrument would be repaid by the imposition of special assessments on benefitted property within the District; and

WHEREAS, the District Board of Supervisors (the "Board") has noticed and conducted a public hearing pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2005-338, Laws of Florida, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2005-338, Laws of Florida.

SECTION 2. FINDINGS. The Board of Supervisors of the Lakewood Ranch Stewardship District hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapters 170 and 197, Florida Statutes, and Chapter 2005-338, Laws of Florida, as amended.

(b) The District is authorized by Chapter 2005-338, Laws of Florida, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, and other water management and control facilities, recreation, utilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapters 170 and 197, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services ("Special Assessments"), and to issue special assessment bonds or other financial instrument payable from such special assessments as provided in Chapters 170 and 197, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Azario Project (the "Project") the nature and location of which was initially described in Resolution 2020-03 and is shown in the *Engineer's Report Azario Lakewood Ranch* dated December 2019, (the "Engineer's Report"), and the plans and specifications on file in the offices of the District Manager at 12051 Corporate Blvd., Orlando 32817 and the District's local records office, located at 14400 Covenant Way, Lakewood Ranch, Florida 34202; (ii) the cost of such Project be assessed against the lands specially benefitted by such Project that are located within the Project boundary; and (iii) the District issue bonds, notes or other indebtedness to provide funds for such purposes pending the receipt of such Special Assessments.

(e) The provision of said Project, the levying of such Special Assessments and the sale and issuance of such bonds, notes or other indebtedness serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay the costs of the Project which are to be assessed against certain of the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its special assessment bonds notes, or other indebtedness in one or more series (collectively, the "Bonds").

(g) By Resolution 2020-03, the Board determined to provide the Project and to defray the costs thereof by levying Special Assessments on certain benefitted property and expressed an intention to issue the Bonds to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2020-03 was adopted in compliance with the requirements of Section 170.03, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida, and prior to the time it was adopted, the requirements of Section 170.04, Florida Statutes and Section 13 of Chapter 2005-338, Laws of Florida, had been met.

(h) As directed by Resolution 2020-03, said resolution was published as required by Section 170.05, Florida Statutes and Section 13 of Chapter 2005-338, Laws of Florida, and a copy of the

publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2020-03, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida.

(j) As required by Section 170.07, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-04 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefitted property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170 and 197, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On December 6, 2019, at the time and place specified in the published notice referred to in paragraph (k) above, the Board convened, heard any complaints and testimony as to the matters described in paragraph (j) above, and met as an Equalization Board. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines that:

(i) the estimated costs of the Project is as specified in the Engineer's Report, attached as **Exhibit A** hereto and incorporated herein by this reference, which is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties specially benefitted thereby using the method determined by the Board set forth in the *Master Assessment Methodology Report for Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019 (the "Methodology Report"), attached hereto as **Exhibit B** and incorporated herein by this reference, which results in the Special Assessments set forth on the final assessment roll; and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of

each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is hereby declared that, if applicable, certain additional infrastructure contributed by the owner of the lands within the Project, more particularly described in the Methodology Report, shall also constitute a special benefit to all parcels of real property listed on said final assessment roll, and such contribution may be applied in accordance with the Methodology Report; and

(v) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2020-03, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds referred to herein.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefitted property are set forth in **Exhibits A** and **B**, respectively.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on the parcels specially benefitted by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this resolution these Special Assessments as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds or other financial indebtedness, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds or other financial indebtedness, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such

a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida. Pursuant to the provisions of Section 170.08, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida, regarding completion of a project funded by a particular series of bonds or other financial instrument, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project. In the event that a landowner prepays a Special Assessment prior to its finalization, no credit shall be given if the total cost of the Project are less than anticipated.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) consecutive annual installments of principal and interest or such other schedule as may be set by the amortization schedule for the Bonds. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution by the District accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments at any time, or a portion of the remaining balance of the Special Assessment one time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date for the Bonds, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes and Section 13 of Chapter 2005-338, Laws of Florida (the "Uniform Method"). The District has heretofore taken, or will use its best efforts to take

as timely required, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, Florida Statutes and Section 13 of Chapter 2005-338, Laws of Florida. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, Florida Statutes. Notwithstanding the above, in the event the Uniform Method of collecting its special or non ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Notwithstanding the foregoing, the collection methods actually utilized by the Districts for each series of the Bonds shall be as set forth in a supplemental resolution relative to same.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Manatee County who may notify each owner of a lot or parcel within the District of the amount of the Special Assessment, including interest thereon, in the manner provided in Section 197.3635, Florida Statutes, and Section 13 of Chapter 2005-338, Laws of Florida.

(d) In the event that an assessment payment is not made in accordance with the schedule referenced above, such assessment and any future scheduled assessment payments shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments.

SECTION 8. APPLICATION OF TRUE UP PAYMENTS.

(a) Pursuant to the Methodology Report, attached hereto as **Exhibit B**, there may be required from time to time certain "True Up Payments." As parcels of land or lots are developed, the special assessments securing the Bonds shall be allocated as set forth in the Methodology Report. In furtherance thereof, at such time as the lands within the Project boundary are platted, it shall be an express condition of the lien established by this Resolution that such plats shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the approval of such plat by Manatee County, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Special Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**; cause such reallocation to be recorded in the District's Improvement Lien Book; and, at such time as 25%, 50%, 75% and 90% of the gross acreage within the Project boundary is platted, shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth. Any resulting True-Up Payment shall become due and payable that tax year by the landowner(s) of record of the remaining property, in addition to the regular assessment installment payable with respect to the remaining developable

acres.

(b) The District will take all necessary steps to ensure that True-Up Payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all True-Up Payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding that as many as 1,750 residential units will be developed on approximately 991.5 acres based on the unit numbers and types shown in **Exhibit B**, on the property subject to the Special Assessments. The Assessment Methodology Report is to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if less acres are developed. However, no action by the District prohibits or proscribes a maximum amount of development that may occur. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from True-Up Payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. A separate resolution shall be issued for each set of Bonds. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. GOVERNMENT PROPERTY; HOMEOWNERS ASSOCIATION PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or a home owners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Manatee County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the

District.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 6th day of December, 2019.

ATTEST:

BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

Secretary

Tony Chiofalo, Vice Chairman

Exhibit A: *Engineer's Report Azario Lakewood Ranch* dated December 2019
Exhibit B: *Master Assessment Methodology Report for Lakewood Ranch Stewardship District Northeast Sector Azario Project Area*, dated October 4, 2019

Exhibit A

Engineer's Report Azario Lakewood Ranch

Exhibit B
Master Assessment Methodology Report for Azario Project Area

MASTER ASSESSMENT METHODOLOGY REPORT LAKEWOOD RANCH STEWARDSHIP DISTRICT NORTHEAST SECTOR Azario Project Area

October 4, 2019

Prepared for

Board of Supervisors
Lakewood Ranch Stewardship District

Prepared by

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Master Assessment Methodology Report
Lakewood Ranch Stewardship District
Northeast Sector Azario Project Area

1.0 Background

The Lakewood Ranch Stewardship District ("District") was created on June 17, 2005. The District encompasses approximately 25,605 acres in Manatee and Sarasota Counties. The Azario Project Area ("Azario") comprises +/- 991.5 acres located in the Northeast Sector ("Sector") that contains +/- 3,853 gross acres. The District Engineer's report of September, 2019 ("District Engineer's Report")[1] provides a description of the area and a location map.

This master assessment report provides a methodology to allocate the debt over the approximately 991.5 acres in Azario that will receive a special benefit from the proposed capital improvement plan ("CIP") to be installed in Azario ("Properties"). It is the District's debt-funded capital infrastructure improvements that will allow the development of the Properties in Azario. By making development of the Properties within Azario possible, the District creates benefits to these Properties.

The methodology described herein allocates the District's debt to the Properties based upon the benefits each receives from the infrastructure program. In this case the Properties receiving benefit are some 991.5 acres of land within the Azario portion of the District. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.[2] In addition, this report is consistent with the assessment methodologies that the District has used for all of its other financings in all sectors of the District.

1.2 Projected Land Use Plan for Azario

Azario is located in Manatee County, Florida lying within Sections 2,3,10, and 11, Township 35 South, Ranges 19 East. The main entries are off 44th Street and Uihlein Road. Table 1 summarizes the land use development plan. The acreages are approximate and will be determined at platting.

[1] Waldrop Engineering (September 2019), "Engineer's Report Azario Lakewood Ranch"
[2] See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)

Table 1: Projected Land Use Plan for Total Acres in The Azario Project Area

Land Use	Acres
Residential	484.3
Golf Course, Amenities, etc.	200.5
Wet Detention Ponds	146.8
Open Space	91.7
Habitat Preserve	57.0
Right of Way	6.1
Other nondevelopable	5.1
	=======
Total	991.5

Source: District Engineer's Report and Manatee County Property Appraiser

Azario is being developed by Taylor Morrison of Florida, Inc. ("Landowner" and/or "Developer"). Azario is planned for 1,750 single-family homes and twin-villas of varying sizes on lots with widths ranging from 42' to 90' based on current plans. The homes will be built in seven phases based on market demand. Azario will have four amenity campuses, an 18-hole golf course, and clubhouse. Azario is planned for two communities, Azario Esplanade and Park East at Azario. Esplanade features the golf course and clubhouse. Park East is designed to appeal to families. Table 2 displays the current development program for Azario. The development plan may change over time in response to market conditions.

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Table 2. Development Plan for Azario

Land Development Plan	Phase 1	Future Phases	Total
Azario Esplanade			
45'	70	256	326
52'	117	304	421
62'	84	210	294
76'	49	56	105
90'	24	11	35
TV	102	160	262
Clubhouse & Golf Course	1	0	1
3 Amenity Campuses	2	1	3
Subtotal Residential Units	446	997	1,443
Park East at Azario	Phase 1	Future Phases	Total
42'	0	86	86
52'	0	91	91
62'	0	89	89
76'	0	41	41
1 Amenity Campus	0	1	1
Subtotal Residential Units	0	308	307
Total Residential Units	446	1,305	1,750

Source: the Landowner

At the outset, the CIP for Azario CIP is based on the projected land uses the Developer plans for the lands comprising Azario (as shown in Tables 1 and 2). However, until either: (a) parcels of land along with their development entitlements are sold by the Landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

Therefore, the District initially will impose assessments ("Assessments") on a per gross acre basis on the unsold and unplatted Properties within Azario based on the land use plan outlined in Tables 1 and 2 (or in any updates issued from time to time), and on any sold or platted Property in accordance with its actual land use or contractual entitlement as transferred to the new landowner from the Landowner.

The numerical analysis provided below is illustrative of the assessment methodology. Since actual costs may vary from the estimates, the actual figures may change as information becomes available. However, the information provided here is the best available at this time.

There is one important proviso. The debt per acre on the Property that remains unplatted in Azario is not allowed to increase above its Ceiling Amount. The Ceiling Amount is set whenever the District issues debt. It is calculated by dividing the unplatted acres of the Properties in Azario into the debt allocated to the unplatted Properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75% and 90% of the gross acres.

1.3 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law require two things. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments that exceeds the burden of the debt placed upon them. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the District's Board of Supervisors in approving special assessments. Indeed, Florida courts have found that mathematical perfection is probably impossible, but if reasonable people disagree the assessment will be upheld. Only if the Board was to act in an arbitrary, capricious or grossly unfair fashion would its assessment methods be overturned.

1.4 Special Benefits and General Benefits

New capital Infrastructure improvements included in the CIP create both: (1) special benefits to Azario and (2) general benefits to properties outside Azario. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to Azario.

The CIP described in the District Engineer's Report enables Azario to be developed. Without the CIP, there would be no infrastructure to support development of Azario.

There is no doubt that the general public, and property owners outside Azario, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of Azario. Lands outside Azario do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which the Properties in Azario receive compared to those lying outside of the boundaries of Azario.

As described in Table 5, the estimated cost of the CIP as funded totals $45,740,000. Since the District comprises 991.5 gross acres, the cost per gross acre in the District is $46,132 on a debt financed basis. As discussed in more detail below, at the time all of the Properties are developed according to the land plan in Table 2, the developed Properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the Properties in the District planned for development is to compare the current value of the property to be developed to the expected future value of the property after the total CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits well in excess of its $46,132 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 3 demonstrates the expected special benefit to the Properties from the installation of the District's portion of the CIP. The development plan shown in Table 2 projects 1,750 residential units developed along with a golf course, clubhouse, and four amenity campuses. Since the District comprises 991.5 gross acres, the plan is for a gross density of 1.76 units per acre.

Based on current market pricing, the estimated average market price of residential units to be developed in Azario will be $400,000. On average, a finished building lot is valued at 22% of the total home and lot package. This produces an estimated finished lot value of $88,000. The CIP has a total cost as financed of $45,740,000 for 1,750 lots, thus the cost to produce a finished lot is $26,137. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished lot of $88,000 and the cost of the improvements per lot of $26,137 resulting in a residual value for the land, as improved, of $61,863. The foregoing market value is subject to change based on the final pricing details of the District's bond issues and the market value of the homes to be built on the Properties.

According to the Manatee County Property Appraiser, the 991.5 acres of land that comprise the Azario was purchased for $39,299,300. The development program produces a density of 1.76 units per acre, so the land value per unit for the lots is $22,457.

Therefore, the District's CIP will provide a special benefit to the Properties. The cost of the raw land at an expected density of 1.76 units per acre is $22,457 per lot. The net increase in the market value of the lots once improved by the District's CIP is estimated at $61,863. Therefore, the net benefit in market value of the lots after deducting the cost of the land before the improvements is $39,406 (ie. $61,863 - $22,457 = $39,406). This demonstrates the special benefits generated by the CIP to the Properties.

Table 3. Demonstration of Special Benefit for Properties in Azario

Category	Amount
Acreage	991.51
Bonds to Fund District CIP	$45,740,000
Debt/Acre	$46,132
Units	1,750
District Acreage	991.51
Units/Acre	1.76
Average Price	$400,000
Finished lot	$88,000
Cost per lot	$26,137
Remainder	$61,863
Land Cost	$39,299,300
Acres	991.51
Cost/Acre	$39,636
Cost/DU/Lot	$22,457
Net Benefit Per Unit	$39,406

2.0 Assessment Methodology

2.1 Overview

The assessment methodology is a process by which the District will allocate the costs associated with its improvement program to properties in Azario area of the District benefiting from the improvements. The allocation is based upon the benefits that the Properties receive. At the outset, the District has based its CIP on the projected land uses the Landowner plans for Azario portion of the District as outlined in Table 2.

2.2 The District's Capital Improvement Plan for the Assessment Areas and the District Engineer's Estimate of Cost

Based upon the projected land use plan for Azario created by the Landowner summarized in Table 2, the District Engineer has developed the CIP for Azario. These cost estimates are summarized in Table 4 below. The Engineer estimates a total project cost of $35,763,321. The CIP estimate excludes financing costs and interest expenses.

Table 4: District Engineer's Estimated Costs for The District's Capital Improvement Program for Azario

Category	Amount
Stormwater	$16,711,125
Wastewater	$8,210,184
Potable Water	$6,177,231
Contingency	$4,664,781
	========
Total	$35,763,321

Source: District Engineer's Report

Based on the District Engineer's estimated cost for Azario, the District's Financial Advisor has designed a financing program to provide the construction funds needed for the CIP. Table 5 provides a summary of the financing program needed to fund this project in Azario. Bonds totaling approximately $45,740,000 are needed to fund the District's share of the CIP.

Table 5: Estimated Size of the Bonds for Azario

Category	Amount
Construction Fund	$35,763,321
Debt Service Reserve Fund	$3,322,961
Capitalized Interest	$5,488,800
Cost of Issuance	$250,000
Underwriter's Discount	$914,800
Original Issue Discount	$0
Rounding	$118
	========
Total Par	$45,740,000

Source: Financial Advisor

The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes two-years of capitalized interest. We estimated the underwriter's discount at 2.0%. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

2.3 Allocation to Benefiting Properties – The Master Methodology

The discussion offered below illustrates the process by which this report will allocate Assessments levied to pay indebtedness incurred to support the CIP. As described above, until such time as either: (a) Properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 991.5 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting Properties based on their land uses.

As noted above, as long as two basic principles are adhered to, Florida law allows the Board of the District great latitude in determining the appropriate methodology to allocate the costs of the CIP to benefiting properties within Azario. The two principals are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties. In allocating special assessment costs to benefiting property Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, acreage, and value.

As shown in Table 1, the development plan for Azario anticipates construction of 1,750 residential units, a golf course, clubhouse, and four amenity campuses. Since the development program includes both residential units and non-residential development, the most equitable method to allocate the cost of the CIP among the Properties is the equivalent residential unit method ("ERU"). The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in Winter Springs v. State.[3] In addition, the District has used this methodology in other similar circumstances.

The ERU method typically identifies a single-family home in the community as its unit of measurement, 1-ERU. In this application the homes on 45' wide lots are assigned 1-ERU. The other residential categories are scaled based on the 45' wide lot category. The twin villas are allocated 0.5 ERU per unit given their relative size. The non-residential amenities and the clubhouse have not yet been designed. The typical relationship between a clubhouse and a standard single-family home is about 10-to-1 based on their relative sizes and use of the CIP infrastructure. The typical amenity center is allocated 5 ERU again based on the typical size of these centers in relationship to a standard single-family home which in this application is the 45' wide category of single-family homes.

Table 6 provides the allocations to the Properties using the ERU methodology. Table 6 shows both the total amount of debt allocated to each category of land use as well as the amount per unit.

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[3] City of Winter Springs v. State, 776 So.2d 255 (Fla 2003

Table 6. Allocation of the Cost of the CIP as Financed to the Properties

Land Use	Units	ERU/Unit	ERUs	%ERU	Total Par Debt	Par Debt/Unit
Azario Esplanade						
45'	326	1.00	326.00	16%	$7,360,183	$22,577
52'	421	1.20	505.20	25%	$11,406,026	$27,093
62'	294	1.38	405.07	20%	$9,145,291	$31,106
76'	105	1.69	177.33	9%	$4,003,699	$38,130
90'	35	2.00	70.00	3%	$1,580,407	$45,154
TV	262	0.50	131.00	6%	$2,957,620	$11,289
Clubhouse & Golf Course	1	10.00	10.00	0%	$225,772	$225,772
3 Amenity Campuses	3	5.00	15.00	1%	$338,659	$112,886
			========		========	
Subtotal			1,639.60		$37,017,657	
Park East at Azario						
42'	86	0.93	80.27	4%	$1,812,200	$21,072
52'	91	1.20	109.20	5%	$2,465,436	$27,093
62'	89	1.38	122.62	6%	$2,768,472	$31,106
76'	41	1.69	69.24	3%	$1,563,349	$38,130
1 Amenity Campus	1	5.00	5.00	0%	$112,886	$112,886
			========		========	
Subtotal			386.33		$8,722,344	
			========		========	
Total			2,025.93		$45,740,000	

Table 7. Estimated Annual Debt Service Payments for the Properties

Land Use	Debt/Unit	Net Debt Service	Administrative Expenses	Total Debt Service
Azario Esplanade				
45'	$22,577	$1,640	$123	$1,764
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
90'	$45,154	$3,280	$247	$3,527
TV	$11,289	$820	$62	$882
Clubhouse & Golf Course	$225,772	$16,402	$1,235	$17,637
3 Amenity Campuses	$112,886	$8,201	$617	$8,818
Park East at Azario				
42'	$21,072	$1,531	$115	$1,646
52'	$27,093	$1,968	$148	$2,116
62'	$31,106	$2,260	$170	$2,430
76'	$38,130	$2,770	$209	$2,979
1 Amenity Campus	$112,886	$8,201	$617	$8,818

The Landowner may contemplate contributing a portion of the CIP by constructing and subsequently donating elements of the CIP to the District to offset the assessments on the amenity campuses.

2.4 True Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped Properties. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded. The Ceiling Amount is established by dividing: (a) the debt that is not allocated to platted Properties in Azario by (b) the number of unplatted acres of Properties in Azario.

By way of illustration, if the District issues $45,740,000 in Series 2019 Bonds as planned, then the Ceiling Amount would be set at $46,132 per gross acre (45,740,000/991.5).

The second part of the process is the application of the test to assure that a plat does not cause the debt on the remaining unplatted acres to exceed the Ceiling Amount. The test is conducted at the platting thresholds of 25%, 50%, 75% and 90% based on gross acreage. Table 6 displays the timing for these tests.

At each threshold the District would calculate the remaining unallocated debt per unplatted acre. If the remaining debt per unplatted acre is below the Ceiling Amount, then no further action is needed. However, if the remaining debt were to be above the Ceiling Amount, then the Landowner would be obligated to make a True Up payment to bring the debt per unplatted acre down below the Ceiling Amount.

TABLE 8. STAGE OF DEVELOPMENT FOR TRUE UP TEST

Category	25%	50%	75%	90%
Cumulative Acres	247.88	495.76	743.63	892.36
Unallocated Acres	743.63	495.76	247.88	99.15

3.0 Tax Roll

Table 9 presents the tax roll for Azario. The benefitted parcels are identified by parcel numbers at this juncture. When the PA assigns tax identification numbers, the District will update the tax roll. The annual assessment amount is calculated based on an estimated interest rate of 6% and a term of 30-years. The administrative charges include charges of 1.5% for the

Manatee County Property Tax Assessor, 1.5% for the Manatee County Property Appraiser, and a 4% collection allowance for early payment of property taxes.

Table 7. Tax Roll

Tax Identification Number	Acres	Par Debt	Annual Assessment	Administrative Fees	Total Annual Assessment
576000209	991.51	$45,740,000	$3,322,961	$250,115	$3,573,077
Total	991.51	$45,740,000	$3,322,961	$250,115	$3,573,077

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Supplemental Assessment Report

SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT LAKEWOOD RANCH STEWARDSHIP DISTRICT NORTHEAST SECTOR Azario Project

November 22, 2019

Prepared for

Board of Supervisors
Lakewood Ranch Stewardship District

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Supplemental Assessment Methodology Report
Lakewood Ranch Stewardship District
Northeast Sector – Azario Project

1.0 Background

The Lakewood Ranch Stewardship District ("District") was created on June 17, 2005. The District encompasses approximately 25,605 acres in Manatee and Sarasota Counties. Lakewood Ranch Azario ("Azario" and/or the "Development") currently comprises +/- 992 acres located in the Northeast Sector ("Sector") that contains +/- 3,853 gross acres. The District Engineer's report of December 2019 ("District Engineer's Report")[1] provides a description of the area and a location map.

The District will adopt its Master Assessment Methodology ("Master Methodology") for Azario at its December 6, 2019 meeting. Azario's landowner and developer of Azario, Taylor Morrison of Florida, Inc. ("Landowner"), has entered into negotiations with SMR Northeast, LLC to purchase an additional 19.1 acres of land located within the District's boundaries just outside of the northeast corner of the Development (the "Expansion Parcel"). Upon successful expansion of the Development's boundaries, Azario will include 1,011 acres. The Landowner has updated the development plan for Azario to include a total of 1,821 residential units.

Table 1 displays the updated, projected land use plan for Azario. Azario is planned for: 1,821 single family detached and semi-detached units, four (4) amenity campuses, a golf course, and golf course maintenance facility.

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[1] Waldrop Engineering (December 2019), "Engineer's Report Azario Lakewood Ranch"

Table 1: Projected Land Use Plan – Azario

Category	Units
Azario - Active Adult	
Golf Lot (Front Feet)	
42'	334
52'	179
62'	187
76'	107
90'	36
Subtotal	843
Non-Golf Lot (Front Feet)	
38'	266
52'	245
62'	112
Subtotal	623
Park East Lot (Front Feet)	
42'	86
52'	91
62'	89
76'	41
Subtotal	307
Expansion Parcel Lot (Front Feet)	
Golf 42'	27
Non-Golf - 38'	12
Non-Golf - 52'	5
Non-Golf - 62'	4
Subtotal	48
Grand Total	1,821

Source: The Landowner

2.0 Assessment Methodology

2.1 Overview

As per the Master Methodology, the assessment methodology is a process by which the District will allocate the costs associated with its improvement program to properties in the Azario area of the District benefiting from the improvements. The allocation is based upon the benefits that such properties receive. At the outset, the District has based its CIP (detailed in Table 2) on the projected land uses the Landowner plans for the Azario portion of the District (inclusive of the Expansion Parcel) as outlined in Table 1.

2.2 The District's Capital Improvement Plan for the Assessment Areas and the District Engineer's Estimate of Cost

Based upon the projected land use plan for Azario created by the Landowner summarized in Table 1, the District Engineer has developed the CIP for Azario. These cost estimates are summarized in Table 2 below. The Engineer estimates a total project cost of $35,763,321. The CIP estimate excludes financing costs and interest expenses. Note that a portion of the CIP will be funded by the District with the balance funded by the Landowner.

Table 2: District Engineer's Estimated Costs for The District's Capital Improvement Program for Azario

Category	District	Developer	Total
Stormwater	$5,408,528	$11,597,935	$17,006,463
Wastewater	$2,658,857	$5,701,598	$8,360,454
Potable Water	$1,972,370	$4,229,510	$6,201,880
Engineering & Survey	$353,792	$758,663	$1,112,455
Perimeter Berm & Landscaping	$161,260	$345,804	$507,064
Contingency	$818,923	$1,756,081	$2,575,004
Total	$11,373,730	$24,389,591	$35,763,321

Note: Upon consummation of the sale of the Expansion Parcel, the Master Methodology will be amended to reflect the cost categories and total costs identified in Table 2 above.

Source: Waldrop Engineering (December 2019), "Engineer's Report Azario Lakewood Ranch" for the total and PFM for the District Component

Based on the District Engineer's estimated cost for Azario, the District's Underwriter has sold the Series 2019 Bonds for the Azario Project to provide the construction funds needed for the CIP. Table 3 provides a summary of the Series 2019 Bonds sold to fund the District's component of this project in Azario. Bonds totaling $12,670,000 will fund the District's share of the CIP.

Table 3: Estimated Size of the Bonds for the District Portion of The Azario CIP

Bond Sizing	Amount
Construction Account	$11,373,730
Debt Service Reserve Fund	$361,475
Capitalized Interest	$435,446
Costs of Issuance	$164,150
Underwriter's Discount	$253,400
Original Issue Discount	$81,799
Rounding	$0
Total	$12,670,000

Source: MBS Capital Markets, LLC

The debt service reserve account is set initially at 50% of maximum annual debt service. The bond sizing includes elevenmonths of capitalized interest.

We estimated the underwriter's discount at 2.0%. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

2.3 Allocation to Benefiting Properties – The Master Methodology

As described above, until such time as either: (a) properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the Azario project area totaling approximately 1,011 acres after the completion of the contemplated purchase and addition of the 19.1 acres constituting the Expansion Parcel. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting properties based on their land uses.

The Master Methodology allocated the costs of the CIP, as financed, using the equivalent residential unit method. Table 4 displays the allocations from the Master Methodology based on the total cost of the CIP. As shown above

in Table 2, the Landowner will contribute approximately 68% of the total cost of the CIP. The Landowner's contribution to the CIP generates credits that will be used to reduce the total cost of the CIP to the final homeowners. The Landowner has provided the District with a schedule for the distribution of the credits. The end result is shown in Table 4. In all cases the credits reduce the total cost of the CIP substantially for all land use categories, thereby reducing the amount of debt allocated to them.

Table 4. Allocation of Capital Improvement Costs as Financed Per Unit

Category	Master	District 2019 Bonds	Landowner
Azario - Active Adult			
Golf Lot (Front Feet)			
42'	$21,072	$5,997	$15,075
52'	$27,093	$7,008	$20,085
62'	$31,106	$8,002	$23,104
76'	$38,130	$9,013	$29,118
90'	$45,154	$10,659	$34,496
Non-Golf Lot (Front Feet)			
38'	$11,289	$5,362	$5,927
52'	$27,093	$7,008	$20,085
62'	$31,106	$8,002	$23,104
Park East Lot (Front Feet)			
42'	$21,072	$5,997	$15,075
52'	$27,093	$7,008	$20,085
62'	$31,106	$8,002	$23,104
76'	$38,130	$9,013	$29,118
Expansion Parcel Lot (Front Feet)			
Golf 42'	$21,072	$5,997	$15,075
Non Golf - 38'	$27,093	$5,362	$21,731
Non Golf - 52'	$31,106	$7,008	$24,098
Non Golf - 62'	$38,130	$8,002	$30,128

Table 5 shows that the allocation of the District's portion of the CIP, as financed after consideration of the Landowner's contributions, accounts for the full amount of the Series 2019 Bonds totaling $12,670,000.

Table 5. Allocation of Total Series 2019 Debt

Category	Units	Par/Unit	Total Par
Azario - Active Adult			
Golf Lot (Front Feet)			
42	334	$5,997	$2,003,163
52	179	$7,008	$1,254,422
62	187	$8,002	$1,496,391
76	107	$9,013	$964,342
90	36	$10,659	$383,709
Non-Golf Lot (Front Feet)			
38	266	$5,362	$1,426,263
52	245	$7,008	$1,716,946
62	112	$8,002	$896,234
Park East Lot (Front Feet)			
42	86	$5,997	$515,785
52	91	$7,008	$637,723
62	89	$8,002	$712,186
76	41	$9,013	$369,514
Expansion Parcel Lot (Front Feet)			
Golf 42'	27	$5,997	$161,932
Non-Golf - 38'	12	$5,362	$64,343
Non-Golf - 52'	5	$7,008	$35,040
Non-Golf - 62'	4	$8,002	$32,008
	======		======
Total	1,821		$12,670,000

Table 6 presents the annual debt service allocations to the benefitting properties based on their allocation of total par debt shown in Tables 5 and 6, using the average coupon interest rate of 3.95% on the Series 2019 Bonds. The administrative charges include an allowance for the early payment of property taxes of 4% (since the assessments will be collected along with all other property taxes using the Uniform Method of collection) and a 3% charge by the Property Tax Collector and the Property Tax Assessor for their collection services.

Table 6. Allocation of Annual Debt Service for the Series 2019 Bonds

Category	Debt Service/Unit	Administrative Charges	Total Annual Debt Service
Azario - Active Adult			
Golf Lot (Front Feet)			
42'	$342	$26	$368
52'	$400	$30	$430
62'	$457	$34	$491
76'	$514	$39	$553
90'	$608	$46	$654
Non-Golf Lot (Front Feet)			
38'	$306	$23	$329
52'	$400	$30	$430
62'	$457	$34	$491
Park East Lot (Front Feet)			
42'	$342	$26	$368
52'	$400	$30	$430
62'	$457	$34	$491
76'	$514	$39	$553
Expansion Parcel Lot (Front Feet)			
Golf 42'	$342	$26	$368
Non-Golf - 38'	$306	$23	$329
Non-Golf - 52'	$400	$30	$430
Non-Golf - 62'	$457	$34	$491

Table 7 demonstrates that the allocation of Series 2019 Bonds, as described above, will provide the debt service payments required for the Series 2019 Bonds.

Table 7. Total Debt Service Allocations for the Series 2019 Bonds

Category	Units	Total Debt Service	Administrative Charges	Total Annual Debt Service
Azario - Active Adult				
Golf Lot (Front Feet)				
42'	334	$114,308	$8,604	$122,912
52'	179	$71,582	$5,388	$76,970
62'	187	$85,390	$6,427	$91,817
76'	107	$55,029	$4,142	$59,171
90'	36	$21,896	$1,648	$23,544
Non-Golf Lot (Front Feet)				
38'	266	$81,388	$6,126	$87,514
52'	245	$97,976	$7,375	$105,350
62'	112	$51,143	$3,849	$54,992
Park East Lot (Front Feet)				
42'	86	$29,433	$2,215	$31,648
52'	91	$36,391	$2,739	$39,130
62'	89	$40,640	$3,059	$43,699
76'	41	$21,086	$1,587	$22,673
Expansion Parcel Lot (Front Feet)				
Golf 42'	27	$9,240	$696	$9,936
Non-Golf - 38'	12	$3,672	$276	$3,948
Non-Golf - 52'	5	$2,000	$151	$2,150
Non-Golf - 62'	4	$1,827	$137	$1,964
Total	1,821	$722,999	$54,419	$777,418

Upon the successful expansion of the Development's boundaries, the Master Methodology will be amended to reflect the 1,821 units planned within the Development. Thus, as previously noted above, based on the sizing of the 2019 Bonds, the Series 2019 Assessments will be allocated to all 1,821 residential units located in the Development. inclusive of the density planned within the Expansion Parcel. However, the Development previously received rezoning and preliminary site plan approval from the Manatee County for the development of up to 1,750 single-family residential units. Thus, upon closing on the 2019 Bonds, $439,560 of net proceeds will be deposited and held in the Retainage Subaccount in the 2019 Acquisition and Construction Account established for the seventy-one (71) lots pending zoning approval and completion of the modification of the assessment process for the forty-eight (48) units within the Expansion Parcel. To the extent modifications to the zoning ordinance and the required modifications

to the Assessment Proceedings have not been completed by March 15, 2021, the monies held in the Retainage Subaccount (together with proceeds from the 2019 Debt Service Reserve Account) will be transferred to the 2019 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the 2019 Bonds applicable to such seventy-one (71) lots.

2.4 True Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped properties. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded. The Ceiling Amount is established by dividing: (a) the debt that is not allocated to platted properties in Azario by (b) the number of unplatted acres of properties in Azario.

The District has sold $12,670,000 in Series 2019 Bonds. Based on the total expected acreage in the Azario project area of 1,011 after the completion of the contemplated purchase and addition of the 19.1 acres, Ceiling Amount would be set at $12,537 per gross acre calculated as $12,670,000 / 1,011 acres.

The second part of the process is the application of the test to assure that a plat does not cause the debt on the remaining unplatted acres to exceed the Ceiling Amount. The test is conducted at the platting thresholds of 25%, 50%, 75% and 90% based on gross acreage. Table 8 displays the timing for these tests.

At each threshold the District would calculate the remaining unallocated debt per unplatted acre. If the remaining debt per unplatted acre is below the Ceiling Amount, then no further action is needed. However, if the remaining debt were to be above the Ceiling Amount, then the Landowner would be obligated to make a True Up payment to bring the debt per unplatted acre down below the Ceiling Amount.

TABLE 8. STAGE OF DEVELOPMENT FOR TRUE UP TEST

Category	25%	50%	75%	90%
Cumulative Acres	253	505	758	910
Unallocated Acres	758	505	253	101

3.0 Tax Roll

Table 9 presents the tax roll for Azario. The benefitted parcels are identified by parcel numbers at this juncture. When the PA assigns tax identification numbers, the District will update the tax roll. The annual assessment amount is calculated based on an interest rate of 3.95% and a term of 30-years. The administrative charges include charges of 1.5% for the Manatee County Property Tax Assessor, 1.5% for the Manatee County Property Appraiser, and a 4% collection allowance for early payment of property taxes.

Table 9. Tax Roll

Tax Identification Number		Acres	Par Debt	Annual Assessment	Administrative Fees	Total Annual Assessment
576000209		991.51	$12,430,544	$709,334	$53,391	$762,725
Expansion Parcel	19.1		$239,456	$13,664	$1,028	$14,693
		========	==========	==========	==========	==========
Total		1,010.61	$12,670,000	$722,999	$54,419	$777,418

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2020-10

RESOLUTION 2020-10

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT'S SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019 (AZARIO PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND ADOPTING AN ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2019 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2019 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Lakewood Ranch Stewardship District ("District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board") has previously adopted, after notice and public hearing, Resolution 2020-09 relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2020-09, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on November 22, 2019, the District entered into a Bond Purchase Contract whereby it agreed to sell its $12,670,000 Special Assessment Revenue Bonds, Series 2019 (Azario Project) (the "Series 2019 Bonds"); and

WHEREAS, pursuant to and consistent with Resolution 2020-09, the District desires to set forth the particular terms of the sale of the Series 2019 Bonds and confirm the lien of the special assessments securing the Series 2019 Bonds (the "Series 2019 Assessments").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, Florida Statutes, and Resolution 2020-09.

SECTION 2. FINDINGS. The Board of Supervisors of the Lakewood Ranch Stewardship District hereby finds and determines as follows:

(a) On November 22, 2019, the District, after due notice and public hearing, adopted Resolution 2020-09, which, among other things, equalized, approved, confirmed and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.

(b) The *Engineer's Report Azario Lakewood Ranch,* dated December 2019, attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the presently expected components of the improvements to be financed with the Series 2019 Bonds (the "Improvements"). The District hereby confirms that the Improvements serve a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2019 Bonds.

(c) The *Supplemental Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project,* dated November 22, 2019, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the *Master Assessment Methodology Report for Lakewood Ranch Stewardship District Northeast Sector Azario Project* dated October 4, 2019 (the "Master Assessment Methodology") to the actual terms of the Series 2019 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2019 Bonds.

(d) The Improvements will specially benefit all of the developable acreage within the areas comprising the Azario Project within the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just and right to assess the portion of the costs of the Improvements financed with the Series 2019 Bonds to the specially benefited properties within the District as set forth in Resolution 2020-09 and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2019 BONDS. As provided in Resolution 2020-09, this Resolution is intended to set

forth the terms of the Series 2019 Bonds and the final amount of the lien of the special assessments securing those bonds.

The Series 2019 Bonds, in a par amount of $12,670,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2019 Bonds shall be due on May 1, 2050. The sources and uses of funds of the Series 2019 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2019 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2019 Bonds on all developable land within the areas comprising the Azario Project within the District shall be the principal amount due on the Series 2019 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2019 BONDS.

(a) The special assessments for the Series 2019 Bonds shall be allocated in accordance with **Exhibit B** which allocation shall initially be on a per acre basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the District's Master Assessment Methodology. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2019 Bonds. The estimated costs of collection of the special assessments for the Series 2019 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the special assessments securing the Series 2019 Bonds includes all developable land within the Azario Project of the District, and as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to the District, the District may, by supplemental resolution, determine such land to be benefited by the Improvements and reallocate the special assessments securing the Series 2019 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture and Twenty-Sixth Supplemental Trust Indenture, the District shall begin annual collection of special assessments for the Series 2019 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**. The Series 2019 Bonds include an amount for capitalized interest through November 1, 2020.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Manatee County for collection and other Florida law. The District intends, to the extent possible and subject to entering into the appropriate agreements with the Manatee County Tax Collector and Manatee County Property Appraiser, to collect the Series 2019 Assessments on platted lands using the Uniform Method in Chapter 197, Florida Statutes. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2019 Assessments on unplatted lands. The District

Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law

SECTION 5. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2020-09, there may be required from time to time certain True-Up payments. As lands are platted or approved for development, the special assessments securing the Series 2019 Bonds shall be allocated to the platted lands and the unplatted lands as set forth in Resolution 2020-09, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Section 8 of Resolution 2020-09. Based on the final par amount of $12,670,000 in Series 2019 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report. The District shall apply all True-Up payments related to the Series 2019 Bonds only to the credit of the Series 2019 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Twenty-Sixth Supplemental Indenture, dated as of December 1, 2019, governing the Series 2019 Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2020-09, which remains in full force and effect. This Resolution and Resolution 2020-09 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a *Notice of Series 2019 Special Assessments (Azario Project)* securing the Series 2019 Bonds in the Official Records of Manatee County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 6th day of December, 2019.

ATTEST:

BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

_____
Secretary

_____
Tony Chiofalo, Vice Chairman

Exhibit A: *Engineer's Report Azario Lakewood Ranch,* dated December 2019
Exhibit B: *Supplemental Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Azario Project,* dated November 22, 2019
Exhibit C: Maturities and Coupon of Series 2019 Bonds
Exhibit D: Sources and Uses of Funds for Series 2019 Bonds
Exhibit E: Annual Debt Service Payment Due on Series 2019 Bonds

Exhibit A

Engineers Report

Exhibit B

Supplemental Assessment Methodology Report

Exhibit C

Maturities and Coupon of Series 2019 Bonds

BOND PRICING

Lakewood Ranch Stewardship District
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2019
(Azario Project)
PRICING DATE: 11.21.2019
FINAL PRICING NUMBERS

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price	
Term Bond due 2025:							
	05/01/2021		235,000	3.125%	3.125%	100.000	
	05/01/2022		245,000	3.125%	3.125%	100.000	
	05/01/2023		250,000	3.125%	3.125%	100.000	
	05/01/2024		260,000	3.125%	3.125%	100.000	
	05/01/2025	51265K CU0	270,000	3.125%	3.125%	100.000	
			1,260,000				
Term Bond due 2030:							
	05/01/2026		280,000	3.400%	3.470%	99.391	
	05/01/2027		285,000	3.400%	3.470%	99.391	
	05/01/2028		295,000	3.400%	3.470%	99.391	
	05/01/2029		310,000	3.400%	3.470%	99.391	
	05/01/2030	51265K CV8	320,000	3.400%	3.470%	99.391	
			1,490,000				
Term Bond due 2040:							
	05/01/2031		330,000	4.000%	3.940%	100.504	C
	05/01/2032		345,000	4.000%	3.940%	100.504	C
	05/01/2033		360,000	4.000%	3.940%	100.504	C
	05/01/2034		370,000	4.000%	3.940%	100.504	C
	05/01/2035		385,000	4.000%	3.940%	100.504	C
	05/01/2036		405,000	4.000%	3.940%	100.504	C
	05/01/2037		420,000	4.000%	3.940%	100.504	C
	05/01/2038		435,000	4.000%	3.940%	100.504	C
	05/01/2039		455,000	4.000%	3.940%	100.504	C
	05/01/2040	51265K CW6	475,000	4.000%	3.940%	100.504	C
			3,980,000				
Term Bond due 2050:							
	05/01/2041		495,000	4.000%	4.090%	98.438	
	05/01/2042		515,000	4.000%	4.090%	98.438	
	05/01/2043		535,000	4.000%	4.090%	98.438	
	05/01/2044		555,000	4.000%	4.090%	98.438	
	05/01/2045		580,000	4.000%	4.090%	98.438	
	05/01/2046		600,000	4.000%	4.090%	98.438	
	05/01/2047		625,000	4.000%	4.090%	98.438	
	05/01/2048		650,000	4.000%	4.090%	98.438	
	05/01/2049		680,000	4.000%	4.090%	98.438	
	05/01/2050	51265K CX4	705,000	4.000%	4.090%	98.438	
			5,940,000				
			12,670,000				

Exhibit D

Sources and Uses of Funds for Series 2019 Bonds

SOURCES AND USES OF FUNDS

Lakewood Ranch Stewardship District
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2019
(Azario Project)
PRICING DATE: 11.21.2019
FINAL PRICING NUMBERS

Dated Date	12/09/2019
Delivery Date	12/09/2019

Sources:	
Bond Proceeds:	
Par Amount	12,670,000.00
Net Original Issue Discount	-81,797.70
	12,588,202.30
Uses:	
Project Fund Deposits:	
General Subaccount	10,934,170.80
Retainage Subaccount	439,559.64
	11,373,730.44
Other Fund Deposits:	
Capitalized Interest Fund thru 11/1/2020	435,446.86
Debt Service Reserve Fund @ 50% of MADS	361,475.00
	796,921.86
Delivery Date Expenses:	
Cost of Issuance	164,150.00
Underwriter's Discount	253,400.00
	417,550.00
	12,588,202.30

Exhibit E
Annual Debt Service Payment Due on Series 2019 Bonds

BOND DEBT SERVICE

Lakewood Ranch Stewardship District
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2019
(Azario Project)
PRICING DATE: 11.21.2019
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
12/09/2019						12,670,000	12,670,000
05/01/2020			192,029.36	192,029.36		12,670,000	12,670,000
11/01/2020			243,417.50	243,417.50	435,446.86	12,670,000	12,670,000
05/01/2021	235,000	3.125%	243,417.50	478,417.50		12,435,000	12,435,000
11/01/2021			239,745.63	239,745.63	718,163.13	12,435,000	12,435,000
05/01/2022	245,000	3.125%	239,745.63	484,745.63		12,190,000	12,190,000
11/01/2022			235,917.50	235,917.50	720,663.13	12,190,000	12,190,000
05/01/2023	250,000	3.125%	235,917.50	485,917.50		11,940,000	11,940,000
11/01/2023			232,011.25	232,011.25	717,928.75	11,940,000	11,940,000
05/01/2024	260,000	3.125%	232,011.25	492,011.25		11,680,000	11,680,000
11/01/2024			227,948.75	227,948.75	719,960.00	11,680,000	11,680,000
05/01/2025	270,000	3.125%	227,948.75	497,948.75		11,410,000	11,410,000
11/01/2025			223,730.00	223,730.00	721,678.75	11,410,000	11,410,000
05/01/2026	280,000	3.400%	223,730.00	503,730.00		11,130,000	11,130,000
11/01/2026			218,970.00	218,970.00	722,700.00	11,130,000	11,130,000
05/01/2027	285,000	3.400%	218,970.00	503,970.00		10,845,000	10,845,000
11/01/2027			214,125.00	214,125.00	718,095.00	10,845,000	10,845,000
05/01/2028	295,000	3.400%	214,125.00	509,125.00		10,550,000	10,550,000
11/01/2028			209,110.00	209,110.00	718,235.00	10,550,000	10,550,000
05/01/2029	310,000	3.400%	209,110.00	519,110.00		10,240,000	10,240,000
11/01/2029			203,840.00	203,840.00	722,950.00	10,240,000	10,240,000
05/01/2030	320,000	3.400%	203,840.00	523,840.00		9,920,000	9,920,000
11/01/2030			198,400.00	198,400.00	722,240.00	9,920,000	9,920,000
05/01/2031	330,000	4.000%	198,400.00	528,400.00		9,590,000	9,590,000
11/01/2031			191,800.00	191,800.00	720,200.00	9,590,000	9,590,000
05/01/2032	345,000	4.000%	191,800.00	536,800.00		9,245,000	9,245,000
11/01/2032			184,900.00	184,900.00	721,700.00	9,245,000	9,245,000
05/01/2033	360,000	4.000%	184,900.00	544,900.00		8,885,000	8,885,000
11/01/2033			177,700.00	177,700.00	722,600.00	8,885,000	8,885,000
05/01/2034	370,000	4.000%	177,700.00	547,700.00		8,515,000	8,515,000
11/01/2034			170,300.00	170,300.00	718,000.00	8,515,000	8,515,000
05/01/2035	385,000	4.000%	170,300.00	555,300.00		8,130,000	8,130,000
11/01/2035			162,600.00	162,600.00	717,900.00	8,130,000	8,130,000
05/01/2036	405,000	4.000%	162,600.00	567,600.00		7,725,000	7,725,000
11/01/2036			154,500.00	154,500.00	722,100.00	7,725,000	7,725,000
05/01/2037	420,000	4.000%	154,500.00	574,500.00		7,305,000	7,305,000
11/01/2037			146,100.00	146,100.00	720,600.00	7,305,000	7,305,000
05/01/2038	435,000	4.000%	146,100.00	581,100.00		6,870,000	6,870,000
11/01/2038			137,400.00	137,400.00	718,500.00	6,870,000	6,870,000
05/01/2039	455,000	4.000%	137,400.00	592,400.00		6,415,000	6,415,000
11/01/2039			128,300.00	128,300.00	720,700.00	6,415,000	6,415,000
05/01/2040	475,000	4.000%	128,300.00	603,300.00		5,940,000	5,940,000
11/01/2040			118,800.00	118,800.00	722,100.00	5,940,000	5,940,000
05/01/2041	495,000	4.000%	118,800.00	613,800.00		5,445,000	5,445,000
11/01/2041			108,900.00	108,900.00	722,700.00	5,445,000	5,445,000
05/01/2042	515,000	4.000%	108,900.00	623,900.00		4,930,000	4,930,000
11/01/2042			98,600.00	98,600.00	722,500.00	4,930,000	4,930,000
05/01/2043	535,000	4.000%	98,600.00	633,600.00		4,395,000	4,395,000
11/01/2043			87,900.00	87,900.00	721,500.00	4,395,000	4,395,000
05/01/2044	555,000	4.000%	87,900.00	642,900.00		3,840,000	3,840,000
11/01/2044			76,800.00	76,800.00	719,700.00	3,840,000	3,840,000

BOND DEBT SERVICE

Lakewood Ranch Stewardship District
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2019
(Azario Project)
PRICING DATE: 11.21.2019
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2045	580,000	4.000%	76,800.00	656,800.00		3,260,000	3,260,000
11/01/2045			65,200.00	65,200.00	722,000.00	3,260,000	3,260,000
05/01/2046	600,000	4.000%	65,200.00	665,200.00		2,660,000	2,660,000
11/01/2046			53,200.00	53,200.00	718,400.00	2,660,000	2,660,000
05/01/2047	625,000	4.000%	53,200.00	678,200.00		2,035,000	2,035,000
11/01/2047			40,700.00	40,700.00	718,900.00	2,035,000	2,035,000
05/01/2048	650,000	4.000%	40,700.00	690,700.00		1,385,000	1,385,000
11/01/2048			27,700.00	27,700.00	718,400.00	1,385,000	1,385,000
05/01/2049	680,000	4.000%	27,700.00	707,700.00		705,000	705,000
11/01/2049			14,100.00	14,100.00	721,800.00	705,000	705,000
05/01/2050	705,000	4.000%	14,100.00	719,100.00			
11/01/2050					719,100.00		
	12,670,000		9,377,460.62	22,047,460.62	22,047,460.62		

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Disclosure of Public Financing

This space reserved for use by the Clerk of the Circuit Court

This Instrument Prepared by and return to:

Lakewood Ranch Stewardship District
c/o PFM Group Consulting, LLC
12051 Corporate Blvd.
Orlando, Florida 32817

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT [AZARIO PROJECT]

Board of Supervisors and Officers[1] Lakewood Ranch Stewardship District

Rex Jensen
Chairman

Tony Chiofalo
Vice Chairman/Assistant Treasurer

James Schier
Assistant Secretary

Scott Almand
Assistant Secretary

Ed Hunzeker
Assistant Secretary

PFM Group Consulting, LLC
District Manager
12051 Corporate Blvd.
Orlando, Florida 32817
(407) 723-5900

District records are on file at the offices of the District Manager and at the local records office 14400 Covenant Way, Lakewood Ranch, Florida 34202, and are available for public inspection upon request during normal business hours.

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[1] This list reflects the composition of the Board of Supervisors and Officers as of December 1, 2019. For a current list, please contact the District Manager.

TABLE OF CONTENTS

Introduction 1

What is the District and how is it governed? 1

What infrastructure improvements does the District provide and how are the improvements paid for? 2

District Infrastructure Improvements 3

- **Water and Wastewater Improvements** 3
- **Surface Water Management Improvements** 3
- **Perimeter Berm & Landscaping Improvements** 3

Assessments, Fees, and Charges 3

Method of Collection 4

DRAFT

Introduction

On behalf of the Board of Supervisors of the Lakewood Ranch Stewardship District (the "District"), the following information is provided to give you a description of the District's services and the assessments that are anticipated to be levied within the District to pay for the construction, operation and maintenance of certain community infrastructure. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of 2005-338, Laws of Florida. Unlike city and county governments, the District has only certain limited powers and responsibilities.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information, describing the Lakewood Ranch Stewardship District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure, is provided to fulfill this statutory requirement.

The District is here to serve the needs of the community and we encourage your participation in District activities.

What is the District and how is it governed?

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2005-338, Laws of Florida, enacted on June 17, 2005 and amended by Chapter 2009-263, Laws of Florida, Chapter 2018-178, Laws of Florida, and Chapter 2019-180, Laws of Florida. The District currently encompasses approximately 25,605 acres of land located within the jurisdictional boundaries of Manatee and Sarasota Counties, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. There is an election by landowners for the District every two years on the first Tuesday after the first Monday in November. Board members shall begin being elected by qualified electors of the District as the District becomes populated with qualified electors based on the following schedule: at 10,000 qualified electors, one governing board member shall be a person elected by qualified electors and four elected by landowners; at 20,000 qualified electors the ratio is two-to-three respectively; at 30,000 qualified electors the ratio is three-to-two; at 40,000 qualified electors, the ratio is four-to-one; and at 45,000 qualified electors, all five governing board members shall be persons who were elected by qualified electors. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in either Manatee County or

Sarasota County and resides in either Manatee or Sarasota County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

What infrastructure improvements does the District provide and how are the improvements paid for?

The boundaries of the District encompass approximately 25,605 acres of land located in Manatee and Sarasota Counties. The Azario Project consists of approximately 991.5 acres located in Manatee County, the legal description of which is attached hereto as **Exhibit A**. The development is planned as a single-family residential development.

The public infrastructure necessary to support the development program includes, but is not limited to, the following: water and wastewater facilities, surface water management, and perimeter berm and landscaping improvements (the "Improvements"). Each of Improvements are more fully detailed below. The Improvements are anticipated to be funded by the District's sale of bonds, notes, or other indebtedness as discussed below (the "Azario Project").

On December 9, 2019, the District issued $12,670,000 Lakewood Ranch Stewardship District Special Assessments Revenue Bonds, Series 2019 (Azario Project) (the "Series 2019 Bonds") for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping of the Improvements; (2) funding the 2019 Reserve Account; (3) funding capitalized interest through November 1, 2020; and (4) paying certain costs associated with the issuance of the Series 2019 Bonds.

District Infrastructure Improvements

As noted above, improvements for the Azario Project will consist of water and wastewater facilities, surface water management, and perimeter berm and landscaping improvements. Of these facilities, the District will own and operate/maintain the stormwater management system, perimeter berm and landscaping. The potable water system and the sanitary sewer system will be owned and operated/maintained by Manatee County.

Water and Wastewater Improvements

Water and wastewater facilities will be financed by the District and dedicated to the Manatee County ("County".) The water and wastewater service, operation and maintenance will be provided by the County. The water facilities include potable distribution mains along with necessary valving, fire hydrants and water services to individual units and common areas. Approximately 14.8 miles of 6, 8, 10 and 12-inch water mains will be constructed. Wastewater facilities include gravity collection lines with individual services, lift stations and force mains to connect to the facilities being constructed along 44th Avenue and Uihlein Road. An estimated 13.3 miles of 8-inch collection line and 3.6 miles of on-site 6, 8 and 10-inch force main, and 5 sewage lift stations are to be constructed. Facilities will be designed and constructed in accordance with County and Florida Department of Environmental Protection ("FDEP") standards.

Surface Water Management

The surface water management improvements consist of earthwork and drainage facilities. The drainage facilities include the roadway drainage pipes and structures, piping interconnections, control and outfall structures. Earthwork is necessary to construct the stormwater detention facilities (ponds and lakes) and provide flood protection. There are approximately 146.8 acres of stormwater ponds. The surface water management system is designed and constructed in accordance with County and South West Florida Water Management District ("SWFWMD") standards for flood protection, stormwater quality treatment and attenuation. There are approximately 39 acres of wetlands and conservation/preservation areas within the Azario Project.

Perimeter Berm & Landscaping

The perimeter berm and landscaping improvements include grading of the perimeter berm and landscaping around the perimeter of the project.

Assessments, Fees, and Charges

The costs of acquisition or construction of a portion of the above described Improvements have been financed by the District through the sale of the Series 2019 Bonds. The outstanding bonds are secured by special assessments on property that benefits from the construction, acquisition, establishment, and operation of the Improvements. A schedule of the annual debt service obligations of the District which must be defrayed by annual assessments will depend upon the location (assessment area) and type of property purchased. A copy of the District's Assessment Methodology, as supplemented, is on file with the District.

The current maximum annual debt assessment for the benefitted lands within the Azario Project per unit type is as follows:

Category	Debt Service/Unit	Administrative Charges	Total Annual Debt Service
Azario - Active Adult			
Golf Lot (Front Feet)			
42'	$342	$26	$368
52'	$400	$30	$430
62'	$457	$34	$491
76'	$514	$39	$553
90'	$608	$46	$654
Non-Golf Lot (Front Feet)			
38'	$306	$23	$329
52'	$400	$30	$430
62'	$457	$34	$491
Park East Lot (Front Feet)			
42'	$342	$26	$368
52'	$400	$30	$430
62'	$457	$34	$491
76'	$514	$39	$553
Expansion Parcel Lot (Front Feet)			
Golf 42'	$342	$26	$368
Non-Golf - 38'	$306	$23	$329
Non-Golf - 52'	$400	$30	$430
Non-Golf - 62'	$457	$34	$491

*Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Manatee County and a maximum discount for early payment as authorized by law.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

Method of Collection

The District's debt service and operations and maintenance assessments may be billed directly by the District or may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and are expected to be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the

same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices

This description of the Lakewood Ranch Stewardship District's operation, services and financing structure is intended to provide assistance to landowners and prospective purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of the community. If you have questions or would simply like additional information about the District, please write to PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, Florida 32817, or call (407) 723-5900.

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of December, 2019, and recorded in the Official Records of Manatee County, Florida.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

By:_____
Tony Chiofalo, Vice Chairman

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Tony Chiofalo, Vice Chairman of the Lakewood Ranch Stewardship District, who is _____ personally known to me or ____ who has produced _____ as identification.

_____
Notary Public, State of Florida

Exhibit A: Legal Description

Exhibit A

DRAFT

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Other Matters

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Matters Relative to Lakewood National Project

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Amendment to Acquisition Agreement

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Amendment to Engineer's Report

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Other Matters

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Matters Relative to Lorraine Lakes Project

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Acquisition Agreement

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Other Matters

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Public Hearing

Serial Number
19-01486M

Business Observer

Published Weekly
Manatee, Manatee County, Florida

COUNTY OF MANATEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Karen Ovadia who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Manatee, Manatee County, Florida; that the attached copy of advertisement,

being a Notice of Rule Development

in the matter of Lakewood Ranch Stewardship District

in the Court, was published in said newspaper in the

issues of 10/25/2019

Affiant further says that the said Business Observer is a newspaper published at Manatee, Manatee County, Florida, and that said newspaper has heretofore been continuously published and has been entered as periodicals matter at the Post Office in Manatee in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Karen Ovadia

Sworn to and subscribed before me this

25th day of October, 2019 A.D.

by Karen Ovadia who is personally known to me

Notary Public, State of Florida
(SEAL)

Holly W. Botkin
Commission # GG099290
Expires: June 11, 2021
Bonded thru Aaron Notary

NOTICE OF RULE DEVELOPMENT BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

In accord with Chapter 120, Florida Statues and Chapter 2005-338, Laws of the Florida, the Lakewood Ranch Stewardship District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Chapter 2005-338(6)(6)(e), (6)(6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019), Chapter 2005-338(5), (6)(1)-(3), (6)(6)(c), (6)(6)(e), (6)(6)(q), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager at 12051 Corporate Blvd, Orlando 32817, or by calling (407) 723-5900.
Hank Fishkind, District Manager
Run Date: October 25, 2019
October 25, 2019 19-01486M

Serial Number
19-01512M

Business Observer

Published Weekly
Manatee, Manatee County, Florida

COUNTY OF MANATEE

STATE OF FLORIDA

Before the undersigned authority personally appeared Karen Ovadia who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Manatee, Manatee County, Florida; that the attached copy of advertisement,

being a Notice of Rulemaking Regarding the Amended and Restated Rules of Proceedure

in the matter of Lakewood Ranch Stewardship District public hearing on December 6, 2019 at 9:00 am

in the Court, was published in said newspaper in the

issues of 11/1/2019

Affiant further says that the said Business Observer is a newspaper published at Manatee, Manatee County, Florida, and that said newspaper has heretofore been continuously published and has been entered as periodicals matter at the Post Office in Manatee in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Karen Ovadia

Sworn to and subscribed before me this

1st day of November, 2019 A.D.

by Karen Ovadia who is personally known to me.

Notary Public, State of Florida
(SEAL)

Holly W. Botkin
Commission # GG099290
Expires: June 11, 2021
Bonded thru Aaron Notary

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Lakewood Ranch Stewardship District ("District") on December 6, 2019 at 9:00 a.m. at Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida 34202.

In accord with Chapter 120, Florida Statutes and Chapter 2005-338, Laws of Florida, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Business Observer on October 25, 2019.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Chapter 2005-338 (6)(6)(e), (6)(6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.0 119.0701, 189.053, 189.069(2)(a)1 218.33, 218.391, 255.05, 255.051 255.0525, 255.20, 286.0105, 286.01 286.0113, 286.0114, 287.017, 287.05 and 287.084, Florida Statutes (2019 Chapter 2005-338(5), (6)(1)-(3), (6)(6 (c), (6)(6)(e), (6)(6)(q), (6)(19), (6)(20 Laws of Florida.

A copy of the proposed Amende and Restated Rules of Procedure ma be obtained by contacting the Distric Manager's Office at 12051 Corporat Blvd, Orlando 32817, or by calling (407 723-5900.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

Hank Fishkind, District Manager
Run Date: November 1, 2019
November 1, 2019 19-01512M

Serial Number
19-02893S

Business Observer

Published Weekly
Sarasota, Sarasota County, Florida

COUNTY OF SARASOTA

STATE OF FLORIDA

Before the undersigned authority personally appeared Karen Ovadia who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Sarasota, Sarasota County, Florida; that the attached copy of advertisement,

being a Notice of Rule Development

in the matter of Lakewood Ranch Stewardship District

in the Court, was published in said newspaper in the

issues of 10/25/2019

Affiant further says that the said Business Observer is a newspaper published at Sarasota, Sarasota County, Florida, and that said newspaper has heretofore been continuously published and has been entered as periodicals matter at the Post Office in Sarasota in said Sarasota County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

NOTICE OF RULE DEVELOPMENT BY THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

In accord with Chapter 120, Florida Statues and Chapter 2005-338, Laws of the Florida, the Lakewood Ranch Stewardship District ("District") hereby gives notice of its intention to develop Amended and Restated Rules of Procedure to govern the operations of the District.

The Amended and Restated Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Chapter 2005-338(6)(6)(e), (6)(6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019), Chapter 2005-338(5), (6)(1)-(3), (6)(6)(c), (6)(6)(e), (6)(6)(q), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager at 12051 Corporate Blvd, Orlando 32817, or by calling (407) 723-5900.
Hank Fishkind, District Manager
October 25, 2019 19-02893S

Karen Ovadia

Sworn to and subscribed before me this

25th day of October, 2019 A.D.

by Karen Ovadia who is personally known to me.

Notary Public, State of Florida
(SEAL)

Holly W. Botkin
Commission # GG099290
Expires: June 11, 2021
Bonded thru Aaron Notary

Serial Number
19-02939S

Business Observer

Published Weekly
Sarasota, Sarasota County, Florida

COUNTY OF SARASOTA

STATE OF FLORIDA

Before the undersigned authority personally appeared Karen Ovadia who on oath says that he/she is Publisher's Representative of the Business Observer a weekly newspaper published at Sarasota, Sarasota County, Florida; that the attached copy of advertisement,

being a Notice of Rulemaking Regarding the Amended and Restated Rules of Procedure

in the matter of Lakewood Ranch Stewardship District public hearing on December 6, 2019 at 9:00 am

in the Court, was published in said newspaper in the

issues of 11/1/2019

Affiant further says that the said Business Observer is a newspaper published at Sarasota, Sarasota County, Florida, and that said newspaper has heretofore been continuously published and has been entered as periodicals matter at the Post Office in Sarasota in said Sarasota County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.
*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Karen Ovadia

Sworn to and subscribed before me this

1st day of November, 2019 A.D.

by Karen Ovadia who is personally known to me.

Notary Public, State of Florida
(SEAL)

Holly W. Botkin
Commission # GG099290
Expires: June 11, 2021
Bonded thru Aaron Notary

NOTICE OF RULEMAKING REGARDING THE AMENDED AND RESTATED RULES OF PROCEDURE OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Lakewood Ranch Stewardship District ("District") on December 6, 2019 at 9:00 a.m. at Schroeder-Manatee Ranch, Inc., 14400 Covenant Way, Lakewood Ranch, Florida 34202.

In accord with Chapter 120, Florida Statutes and Chapter 2005-338, Laws of Florida, the District hereby gives the public notice of its intent to adopt its proposed Amended and Restated Rules of Procedure. The purpose and effect of the proposed Amended and Restated Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the Business Observer on October 25, 2019.

The Amended and Restated Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The legal authority for the adoption of the proposed Amended and Restated Rules of Procedure includes Chapter 2005-338 (6)(6)(e), (6)(6)(q) and (6)(20), Laws of Florida. The specific laws implemented in the Amended and Restated Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 122.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2019), Chapter 2005-338(5), (6)(1)-(3), (6)(6)(c), (6)(6)(e), (6)(6)(q), (6)(19), (6)(20), Laws of Florida.

A copy of the proposed Amended and Restated Rules of Procedure may be obtained by contacting the District Manager's Office at 12051 Corporate Blvd, Orlando 32817, or by calling (407) 723-5900.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1 800-955-8770 for aid in contacting the District Office.

Hank Fishkind, District Manager
November 1, 2019 19-02939S

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2020-11

RESOLUTION 2020-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lakewood Ranch Stewardship District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 2005-338, Laws of Florida, being situated entirely within Manatee and Sarasota Counties, Florida; and

WHEREAS, Chapter 2005-338, Laws of Florida, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 2005-338, Laws of Florida.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of December, 2019.

ATTEST:	**LAKEWOOD RANCH STEWARDSHIP DISTRICT**
Secretary	Chairman, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:

AMENDED AND RESTATED RULES OF PROCEDURE

AMENDED AND RESTATED RULES OF PROCEDURE
LAKEWOOD RANCH STEWARDSHIP DISTRICT

EFFECTIVE AS OF DECEMBER 6, 2019

TABLE OF CONTENTS

Rule 1.0 General 2

Rule 1.1 Board of Supervisors; Officers and Voting 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination 7

Rule 1.3 Public Meetings, Hearings, and Workshops 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse 15

Rule 2.0 Rulemaking Proceedings 16

Rule 3.0 Competitive Purchase 22

Rule 3.1 Procedure Under the Consultants' Competitive Negotiation Act 27

Rule 3.2 Procedure Regarding Auditor Selection 31

Rule 3.3 Purchase of Insurance 35

Rule 3.4 Pre-qualification 37

Rule 3.5 Construction Contracts, Not Design-Build 42

Rule 3.6 Construction Contracts, Design-Build 46

Rule 3.7 Payment and Performance Bonds. 51

Rule 3.8 Goods, Supplies, and Materials 52

Rule 3.9 Maintenance Services 56

Rule 3.10 Contractual Services 59

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 60

Rule 4.0 Effective Date 63

Rule 1.0 General.

(1) The Lakewood Ranch Stewardship District (the "District") was created pursuant to the provisions of Chapter 2005-338, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located, and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Chapter 2005-338(5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2005-338(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes and Chapter 2005-338, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: §§ 112.3143, Fla. Stat., Ch. 2005-338(5) and (6), Laws of Florida

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordinator.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these

rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include labor cost of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701,Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.417 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
    (a) District Counsel
    (b) District Engineer
    (c) District Manager
        1. Financial Report
        2. Approval of Expenditures
Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2005-338(6)(4), Laws of Florida. Once adopted in accord with Chapter 2005-338(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2005-338, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District, or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

(b) A detailed written statement of the facts and circumstances justifying the proposed rule;

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q) and (6)(6)(20), Laws of Florida
Law Implemented: Ch. 2005-338(6)(6)(e) and (6)(20), Laws of Florida

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Chapter 2005-338(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses in good standing;

(b) Hold all required applicable federal licenses in good standing, if any;

(c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(6)(c); (6)(19), Laws of Florida, §§ 119.07, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: §§ 119.07, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

(h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a

subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2005-338, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338 (6)(19), Laws of FL, §§ 119.07, 189.4221, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

   b. Hold all required applicable federal licenses in good standing, if any;

   c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

   d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

   Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if, the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida, §§ 119.07, 189.4221, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, or Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida, §§ 189.4221, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q) and (6)(19), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida, §§ 119.07, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Chapter 2005-338(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for posting a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by the District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(19), Laws of Florida

Rule 4.0 Effective Date.

These Rules shall be effective December 6, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida
Law Implemented: Ch. 2005-338(6)(6)(e); (6)(6)(q), Laws of Florida

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2020-12

RESOLUTION 2020-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019 (NORTHEAST SECTOR PROJECT – PHASE 2A); RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2019 (NORTHEAST SECTOR PROJECT – PHASE 2A), AND DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; SPECIFICALLY ACCEPTING AND APPROVING REQUISITION PAYMENTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakewood Ranch Stewardship District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 2005-338, Laws of Florida, being situated in Manatee County and Sarasota County; and

WHEREAS, Chapter 2005-338, Laws of Florida, authorizes the District to acquire, construct, install, operate and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, surface water management, potable water systems, sanitary sewer systems, and irrigation facilities; and

WHEREAS, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2005-338, Laws of Florida, including its $5,585,000 Special Assessment Revenue Bonds, Series 2019 (Northeast Sector Project – Phase 2A) (the "Series 2019 Bonds"); and

WHEREAS, on November 4, 2019, the District closed on the sale of the Series 2019 Bonds; and

WHEREAS, as prerequisites to the issuance of the Series 2019 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff, including the District Manager, District Financial Advisor, District Engineer, Bond Counsel and District Counsel, were required to execute and deliver various documents (the "Closing Documents"); and

WHEREAS, the District has previously considered and adopted a number of resolutions relating to the issuance of the Series 2019 Bonds and the imposition of special assessments securing such bonds; and

WHEREAS, the District finds the sale, closing and issuance of the Series 2019 Bonds were in the best interests of the District and desires to ratify, confirm and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries and District Staff in closing the sale of the Series 2019 Bonds, including the approval of requisition payments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

SECTION 1. The sale, issuance and closing of the Series 2019 Bonds and the adoption of resolutions relating to the Series 2019 Bonds and all actions taken in furtherance of the closing on such bonds serve a public purpose and are in the best interests of the District and are hereby ratified, approved and confirmed. Additionally, the Cost of Issuance Spreadsheet, attached hereto as **Exhibit A**, and the Closing Document List, attached hereto as **Exhibit B**, both of which were prepared in connection with the closing of the Series 2019 Bonds, are hereby ratified, approved and confirmed.

SECTION 2. The resolutions levying and imposing the special assessments securing the Series 2019 Bonds remain in full force and effect and are hereby ratified and confirmed in all respects.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries and all District Staff in finalizing the closing and issuance of the Series 2019 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2019 Bonds, including the approval of requisition payments, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved and confirmed in all respects.

SECTION 4. 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 of this Resolution not held to be valid or unenforceable.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of December, 2019.

ATTEST:

LAKEWOOD RANCH STEWRADSHIP DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairman

Exhibit A: Cost of Issuance Spreadsheet
Exhibit B: Closing Document List

Exhibit A

Cost of Issuance Spreadsheet

COST OF ISSUANCE

Lakewood Ranch Stewardship District
Northeast Sector Project - Phase 2A
(Manatee County, Florida)
Special Assessment Revenue Bonds, Series 2019
PRICING DATE: 10.17.2019
FINAL PRICING NUMBERS

Cost of Issuance	$/1000	Amount
Bond Counsel	8.05730	45,000.00
District Counsel	8.05730	45,000.00
District Manager/Assessment Consultant	5.37153	30,000.00
Trustee	1.16383	6,500.00
Trustee Counsel	0.94002	5,250.00
Printing and Distribution	0.44763	2,500.00
Dissemination Agent	0.17905	1,000.00
Contingency	0.44763	2,500.00
	24.66428	137,750.00

Exhibit B
Closing Document List

$5,585,000
LAKEWOOD RANCH STEWARDSHIP DISTRICT
Special Assessment Revenue Bonds, Series 2019
(Northeast Sector Project – Phase 2A)

Closing Document List

The closing of the above bond issue was held on November 4, 2019. At the closing the following documents were executed and/or delivered:

Basic Documents:

1. Copy of Chapter 2005-338, Laws of Florida, as amended.

2. Master Trust Indenture dated as of September 1, 2005, between Lakewood Ranch Stewardship District (the "District") and U.S. Bank National Association, Ft. Lauderdale, Florida, as trustee (the "Trustee").

3. Twenty-Fifth Supplemental Trust Indenture dated as of November 1, 2019, between the District and the Trustee.

4. Certified copies of the following Bond Resolutions, without exhibits:
   (a) Resolution No. 2005-16, adopted August 23, 2005; and
   (b) Resolution 2020-05, adopted October 4, 2019.

5. Certified copies of the following Assessment Resolutions, without exhibits:
   (a) Resolution 2017-19, adopted August 4, 2017;
   (b) Resolution 2017-20, adopted August 4, 2017;
   (c) Resolution 2017-23, adopted September 8, 2017; and
   (d) Resolution 2020-08, adopted November 1, 2019.

6. Copy of Final Judgment and Certificate of No Appeal.

7. DTC Letter of Representations.

8. Continuing Disclosure Agreement.

9. Specimen of the 2019 Bonds.

10. Bond Purchase Contract between the District and the Underwriter, dated October 18, 2019.

11. Preliminary Limited Offering Memorandum, dated October 10, 2019.

12. Limited Offering Memorandum, dated October 18, 2019.

13. Certificate of Delivery and Payment.

Documents of the District:

14. General Closing Certificate of the District.

15. Certificate as to Public Meetings and of No Conflict of Interest.

16. Federal Tax Certificate.

17. Request for Authentication and Certificate as to No Default.

Documents of the Trustee:

18. Certificate of the Trustee, Paying Agent and Bond Registrar as to Certain Matters.

19. Certificate of the Trustee as to Application of Bond Proceeds.

Opinions of Counsel:

20. Opinion of Bryant Miller Olive P.A.

21. Supplemental and reliance opinion of Bryant Miller Olive P.A.

22. Opinion of Hopping Green & Sams, P.A., Counsel to the District.

23. Opinion of Holland & Knight LLP, Counsel to the Trustee.

24. Opinion of Akerman LLP, Counsel to the Underwriter.

25. Opinion of Counsel to Landowner.

Documents of SMR Northeast, LLC (the "Landowner"):

26. Certificate of Landowner.

27. True Up Agreement.

28. Collateral Assignment and Assumption of Development and Contract Rights.

29. (a) Acquisition Agreement;

(b) First Amendment to Acquisition Agreement.

30. Declaration of Consent to Jurisdiction and to Imposition of Special Assessme (Northeast Sector Project – Phase 2A).

31. Completion Agreement.

Document of Schroeder-Manatee Ranch, Inc. ("SMR"):

32. Certificate of SMR.

Document of MBS Capital Markets, LLC (the "Underwriter"):

33. Certificate of Compliance with Section 189.051, Florida Statutes, and with Conditions Precedent and Receipt for Bonds.

Documents of Stantec Consulting Services, Inc. (the "District Engineer"):

34. Certificate of District Engineer.

35. Master Engineer's Report for Northeast Sector at Lakewood Ranch Infrastructure Improvements, dated October 1, 2019.

Document of PFM Group Consulting, LLC (the "District Manager"):

36. Certificate of District Manager.

Documents of PFM Financial Advisors LLC (the "Municipal Advisor" and the "Assessment Consultant"):

37. Certificate of Municipal Advisor and Assessment Consultant.

38. (a) Master Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector, dated September 8, 2017; and

(b) Supplemental Assessment Methodology Report Lakewood Ranch Stewardship District Northeast Sector Series 2019 Bonds Phase 2A, dated October 18, 2019.

Miscellaneous Documents:

39. Internal Revenue Service Form 8038-G with Letter of Transmittal.

40. Notice to Division of Bond Finance as to Sale of Bonds.

41. Division of Bond Finance Form BF 2003 and BF 2004A and B.

42. Final Numbers.

43. Closing Memorandum.

44. Notice of Series 2019 Special Assessments and Government Lien of Record.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Disclosure of Public Financing

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Landowner Agreements

AMENDED AND RESTATED

IMPROVEMENT CONSTRUCTION AGREEMENT

This Amended and Restated Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Paul and Tara Carrington, husband and wife, whose address is 5504 Lorraine Road, Bradenton FL 34211 ("Owner"), this the 19 day of NOV, 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner and SMR North 70, LLC ("SMR North 70") enter into a land exchange agreement whereby Owner will transfer the Exhibit A Land to SMR North 70 in exchange for the parcel of land owned by SMR North 70 and more particularly described on attached **Exhibit "B"** (the "North 70 Land"), District is willing to construct the improvements at the time as set forth herein.

District and Owner entered into that certain Improvement Construction Agreement dated July 24, 2019 ("Original Agreement") setting forth certain improvements District is to provide to Owner's retained lands. District and Owner desire to amend the Original Agreement so that Owner may timely close on the Exhibit A Land/North 70 land exchange prior to the District completing said improvements.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. This Amended and Restated Improvement Construction Agreement shall hereby supersede and replace the Original Agreement executed by Lakewood Ranch Stewardship District and Paul and Paul and Tara Carrington on July 24, 2019.

II. District will install the following improvements concurrently with the construction of the Intersection Improvements, which will occur after the closing with SMR North 70 on the Exhibit A Land/North 70 Land exchange; however, District will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner and SMR North 70 to close on the Exhibit A Land/North 70 Land exchange:

1. Install a new 6 foot wooden or vinyl fence along Owner's new easterly property line and +/- 300' along Owner's new southern property line. Existing gates will be relocated to work with new ROW and will be made to function in the proper manner.
2. Install landscaping consisting of the following plants and/or trees: Live Oaks, not to exceed 9 trees, if and only if the existing trees along the current ROW must be removed and provided Owner has the ability to provide a proper irrigation source for the Live Oaks. Such trees shall be located in the area shown on the sketch attached

hereto as **Exhibit "C."** If understory is removed during construction said understory will be replaced with up to $1000 of landscape material comprised of Southern Red Cedar and Dwarf Firebush or equal.

3. Install irrigation for the above landscaping consisting of the following: Bubblers or drip irrigation on the Live Oaks, if and only if they are planted as provided above and Owner can provide a proper irrigation source.
4. Owner and SMR North 70 shall transfer certain real property pursuant to a separate and distinct Land Swap Agreement.
5. Install a new driveway apron to connect Owner's remaining lands to Lorraine Road and top their existing driveway with 2-3" of shell, provided there is dump truck access to the driveway.
6. Install a culvert to support such driveway consisting of pipe sized by the appropriate project engineer.

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

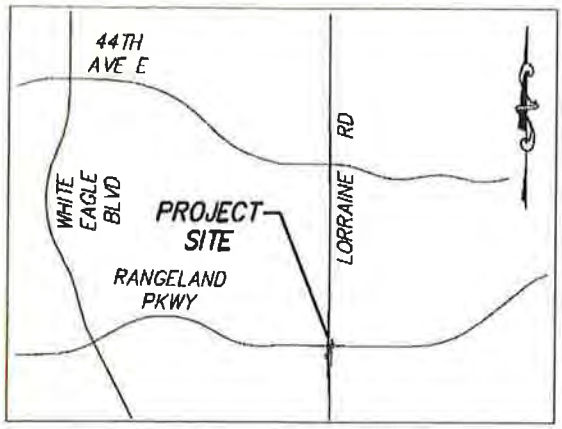
Lakewood Ranch Stewardship District,
a special purpose form of local government.

By: _____
Print Name Bex E. Jensen
Its: Chairman

Owner(s):

By: _____
Print Name Paul H. Carrington

By: _____
Print Name Tara Carrington



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1297.63 FEET TO A POINT ON THE WEST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1635.58 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 343.92 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY LINE, RUN NORTH 89°28'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 343.92 FEET; THENCE RUN SOUTH 89°28'40" EAST, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,286 SQUARE FEET (0.213 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER ★ CERTIFICATE NO. 6890 ★ STATE OF FLORIDA ★ REGISTERED LAND SURVEYOR ★

12/27/18
RUSSELL S. STRAYER — DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

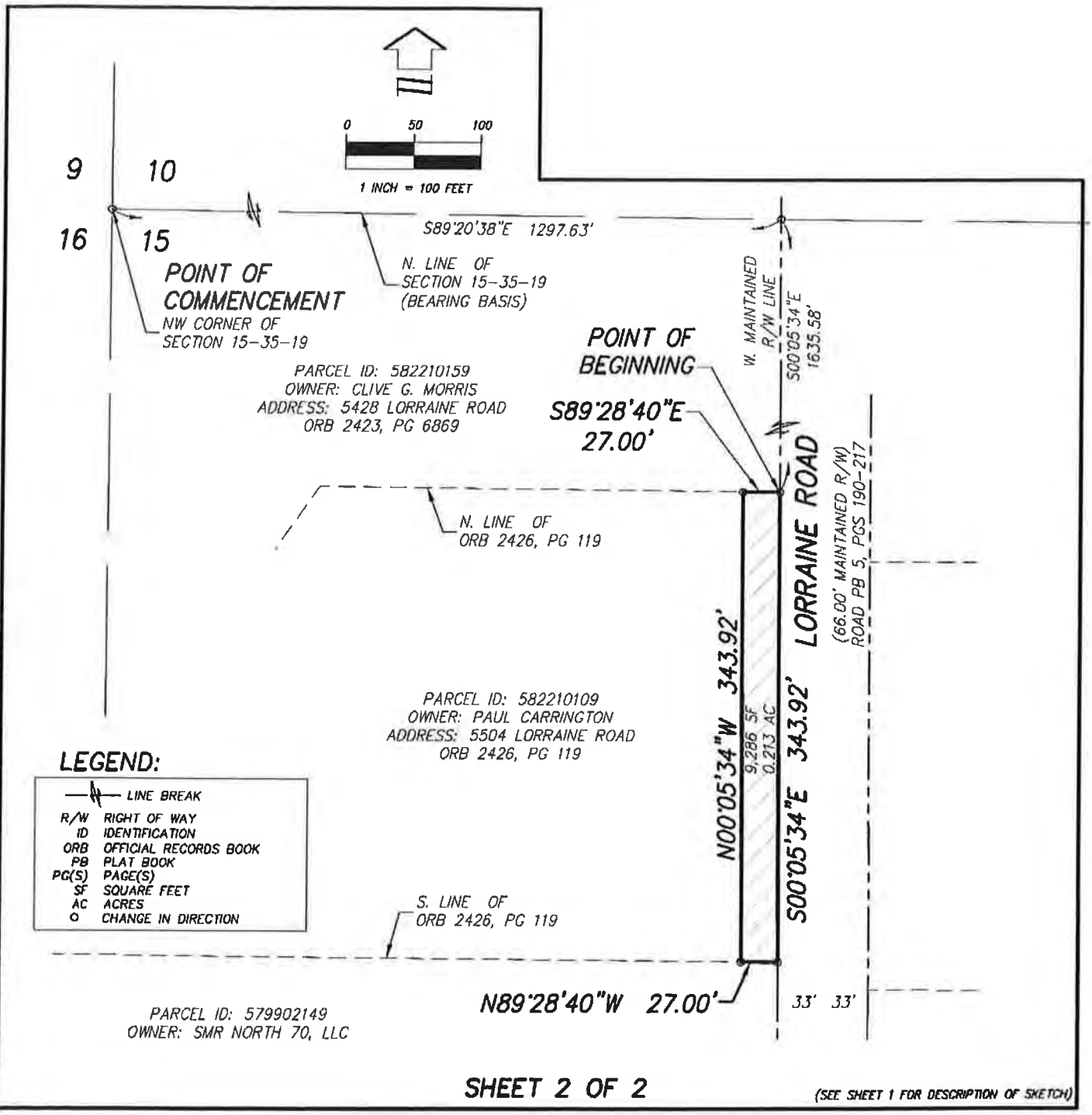
PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Larraine Road Right of Way\DWG-Civil\50090479_2425-119.dwg DEW desc & sketch Sheet 1 Nov 14, 2018 9:39am by rhowbone



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: 1" = 100'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil3D\50090479_2426-119.dwg DEW desc & sketch Sheet 1 Nov 14, 2018 9:51am by: rhawthorne

DESCRIPTION: SMR NORTH 70 TO CARRINGTON

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S00°11'58"W, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 1321.63 FT. TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S89°26'22"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1336.02 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S00°07'06"E, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 , A DISTANCE OF 659.96 FT. TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2426, PAGE 119, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°28'40"W, ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 60.00 FT. TO THE INTERSECTION WITH THE PROPOSED WESTERLY RIGHT-OF-WAY OF LORRAINE ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE N89°28'40"W, ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 675.84 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S00°02'27"W, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 60.28 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N02°00'34"E, A DISTANCE OF 1380.00 FT., SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF RANGELAND PARKWAY, A LAKEWOOD RANCH STEWARDSHIP DISTRICT ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2774, PAGE 4363, SAID PUBLIC RECORDS; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°35'57", A DISTANCE OF 38.52 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S89°35'23"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 621.38 FT. TO THE INTERSECTION WITH AFORESAID PROPOSED WESTERLY RIGHT-OF-WAY OF LORRAINE ROAD; THENCE N45°06'45"E, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY, A DISTANCE OF 22.68 FT.; THENCE N00°07'06"W, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY, A DISTANCE OF 43.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.93 ACRE MORE OR LESS.

APRIL 16, 2019
DATE OF CERTIFICATE

KENNETH CHARLES KOLARIK LICENSE NUMBER NO. 5116 STATE OF FLORIDA PROFESSIONAL SURVEYOR

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

REFER TO SHEET 2 OF 2 FOR SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7964

SHEET NUMBER 1 OF 2

FOLEY / KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

Z:\MASTER DRAWING-C3D-SURV\LAKEWOOD RANCH\RANGELAND RW\RANGELAND RW.dwg, 4/16/2019 11:09:29 AM, ken, 1:200

LEGEND	
P.O.B.	= POINT OF BEGINNING
P.T.	= POINT OF TANGENCY
S.F.	= SQUARE FEET
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

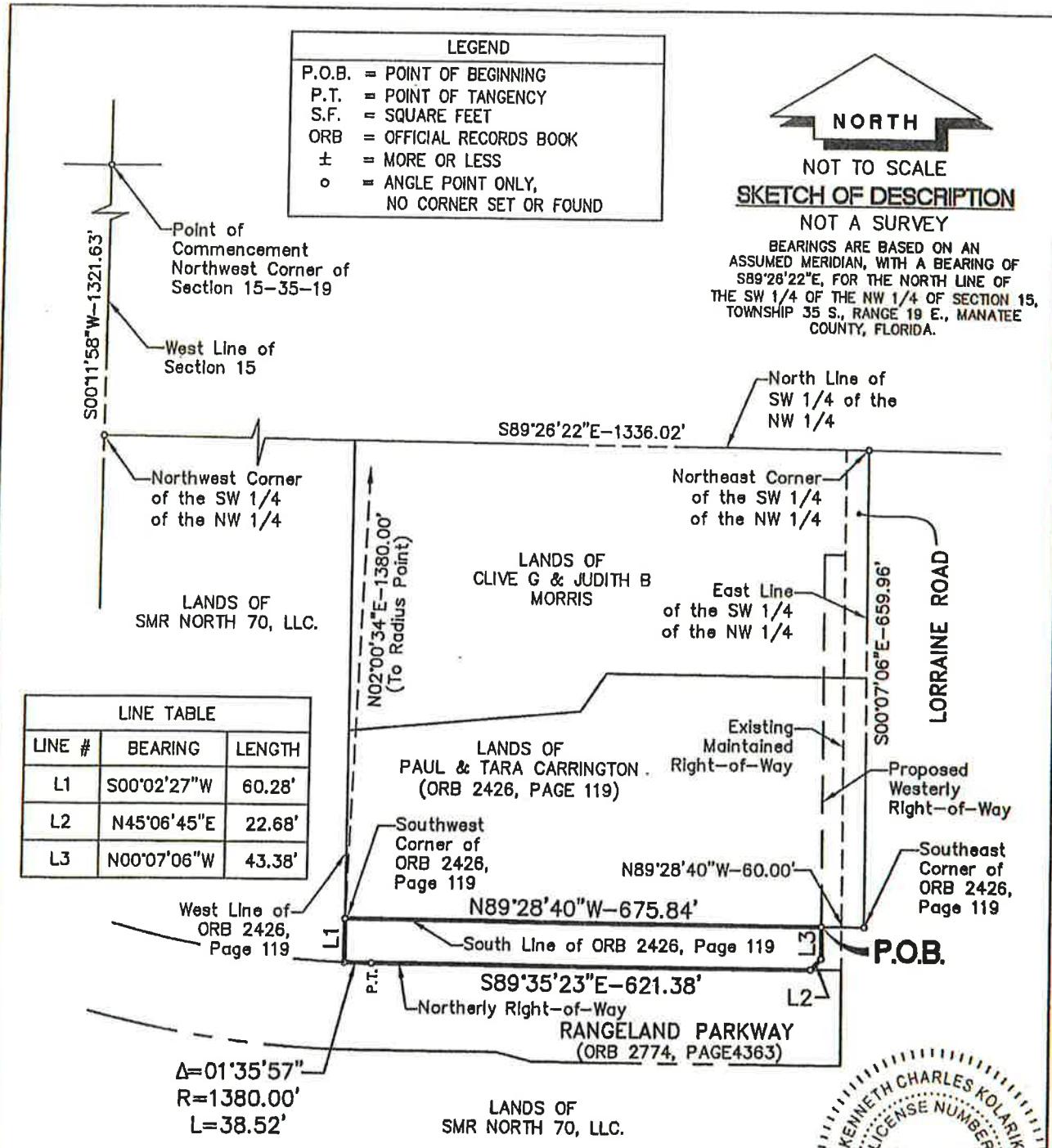
NORTH

NOT TO SCALE

SKETCH OF DESCRIPTION

NOT A SURVEY

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°26'22"E, FOR THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 35 S., RANGE 19 E., MANATEE COUNTY, FLORIDA.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°02'27"W	60.28'
L2	N45°06'45"E	22.68'
L3	N00°07'06"W	43.38'

KENNETH CHARLES KOLARIK LICENSE NUMBER No. 5116 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

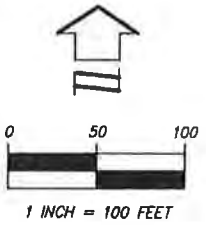
REFER TO SHEET 1 OF 2 FOR DESCRIPTION
NOT VALID WITHOUT THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7964 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 2 OF 2

FOLEY / KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

Z:\MASTER DRAWING-C3D-SURV\LAKEWOOD RANCH\RANGELAND RW\RANGELAND RW.dwg, 4/16/2019 9:59:01 AM, tonya, 1:200

EXHIBIT "C"



NOW OR FORMERLY:
PARCEL ID: 582210159
OWNER: RICK AND WILMA CHANG
ADDRESS: 5428 LORRAINE ROAD
ORB 2423, PG 6869

PROPOSED RIGHT-OF-WAY LINE

S89°28'40"E 30.00'

N. LINE OF
ORB 2426, PG 119

S. LINE OF
ORB 2426, PG 119

N00°05'34"W 343.92'

10,317.70 SF ±
0.236 AC ±

S00°05'34"E 343.92'

LORRAINE ROAD
(66.00' MAINTAINED R/W)
ROAD PB 5, PGS 190-217

60.00'

NOW OR FORMERLY:
PARCEL ID: 582210109
OWNER: PAUL CARRINGTON
ADDRESS: 5504 LORRAINE ROAD
ORB 2426, PG 119

LEGEND:

—|—	LINE BREAK
R/W	RIGHT OF WAY
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
O	CHANGE IN DIRECTION
±	MORE OR LESS

S. LINE OF
ORB 2426, PG 119

NOW OR FORMERLY:
PARCEL ID: 579902149
OWNER: SMR NORTH 70, LLC

N89°28'40"W 30.00'

33'

SHEET 1 OF 1

EXHIBIT ONLY. THIS IS NOT A SURVEY.

EXHIBIT "C"

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 09/16/19
REV DATE:
SCALE: 1" = 100'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\50090479 LWRSD - Rangeland Pkwy\Survey\DWG-Civil 3D\Lorraine Road Right of Way\Lorraine RW Takings\Carrington_2426-119\CARRINGTON_2426-119_091619_Exhibit.dwg DEW desc. & sketch Sheet 2 Sep 16, 2019 10:58am by rstroyer

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY ("Agreement") is entered into this 24 day of JULY, 2019 ("Effective Date"), by and between Paul Carrington and Tara Carrington, husband and wife (collectively, "Carrington") and SMR North 70, LLC, a Florida limited liability company ("SMR").

WHEREAS, Carrington currently owns a parcel of land comprised of approximately 0.213 acres, more or less, in Manatee County, Florida (the "Carrington Land"), which property is more particularly described in **Exhibit "A"** attached hereto; and

WHEREAS, SMR currently owns a parcel of land comprised of approximately 0.93 acres, more or less, in Manatee County, Florida (the "SMR Land"), which property is more particularly described in **Exhibit "B"** attached hereto; and

WHEREAS, SMR desires to widen a county road known as Lorraine Road (the "County Road"), which will require use of the Carrington Land, and in order to facilitate such widening, SMR desires to acquire the Carrington Land; and

WHEREAS, Carrington has agreed to convey the Carrington Land to SMR in exchange for SMR's conveyance of the SMR Land to Carrington.

NOW THEREFORE, in consideration of the exchange set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrington and SMR agree as follows:

1. RECITALS. The "Whereas" clauses set forth above are true and correct and incorporated herein.

2. EXCHANGE. Carrington agrees to convey to SMR the Carrington Land subject to the terms and conditions herein and SMR agrees to convey to Carrington the SMR Land subject to the terms and conditions herein.

3. PURCHASE PRICE. For the non-monetary consideration recited above, Carrington and SMR (collectively referred to as the "Parties") agree to an even exchange of the Carrington Land and the SMR Land; however, the Parties agree that the value assigned to each parcel for purposes of calculating documentary stamp taxes on the deeds, title insurance and to support a like-kind exchange (if desired by either Party) shall be Twenty-one Thousand Three Hundred and 00/100 Dollars ($21,300.00).

4. CLOSING. The conveyance of the Carrington Land to SMR and the conveyance of the SMR Land to Carrington shall be closed simultaneously at the offices Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L. on that date that is thirty (30) days after the end of the Inspection Period (defined below) (assuming that neither Party has terminated during the Inspection Period) ("Closing Date"), subject to the conditions to closing set forth herein; provided, however, if either Party desires to close sooner, and the other Party agrees, the Closing shall occur

sooner on a date and time reasonably acceptable to both parties. In the event either Carrington or SMR terminates this Agreement as provided below, or otherwise fail to close on the Closing Date, the other Party shall be entitled to close but shall not be obligated to close.

5. EVIDENCE OF TITLE. No later than thirty (30) days after the Effective Date, SMR shall obtain, at SMR's expense, owner's title insurance commitments for both the Carrington Land and the SMR Land. The title commitments shall be issued by University Title Services, L.L.C. as agent for Old Republic National Title Insurance Company ("Title Company"), agreeing to issue to the proposed purchaser of each parcel a standard 2006 ALTA Form owner's title insurance policy in an amount equal to $21,300.00 for each such parcel and insuring fee title interest in both properties subject only to taxes for the year of closing and subsequent years, zoning and other governmental regulations, and those exceptions to free and clear title as set forth in **Exhibit "C"** ("Permitted Exceptions"). The seller of each parcel shall provide documentation at Closing to enable Title Company to delete all "standard exceptions" from the title insurance policy, except that the standard survey exception will be deleted or modified only in connection with a current survey of the applicable parcel.

In the event that the title commitment reveals any matters other than the Permitted Exceptions, Carrington or SMR (as the case may be) shall be entitled, within ten (10) days after receipt of the title commitment, to deliver to the other Party a written objection to such matters, which shall be deemed title defects. The receiving Party shall have thirty (30) days after receipt of a written objection to correct at its expense all matters described in the objection, and the receiving Party covenants to exercise diligent and good faith efforts to correct same. The Closing Date shall be extended automatically to permit the full running of any such thirty (30) day period if necessary to cure such defects. If receiving Party cannot correct such defects within the time prescribed, sending Party shall have the option of either accepting the title as it then is or terminating the Agreement. If sending Party accepts receiving Party's interest in the property subject to matters in addition to the Permitted Exceptions, such accepted matters shall be thereafter deemed Permitted Exceptions. If sending Party elects to terminate this Agreement pursuant to this paragraph, the Parties shall have no further rights or obligations hereunder whatsoever, except as to costs and fees already incurred as described herein, which shall be paid by the parties as required herein.

6. INSPECTION PERIOD. SMR shall have thirty (30) days following the Effective Date of this Agreement ("Inspection Period") to enter upon the Carrington Land to examine the land and the condition thereof, to conduct surveys and engineering studies, and to undertake such other studies and inspections as either Party deems necessary, all to be done at SMR's expense.

Additionally, prior to the expiration of the Inspection Period, Carrington shall have thirty (30) days following the Effective Date of this Agreement ("Inspection Period") to enter upon the SMR Land to examine the land and the condition thereof, to conduct surveys and engineering studies, and to undertake such other studies and inspections as either Party deems necessary.

Either Party shall be entitled to terminate this Agreement by giving notice of termination to the other Party on or before the last day of the Inspection Period if the Party determines in its sole discretion that for any reason whatsoever the property it is acquiring is not

satisfactory. The Parties shall thereupon be released of further obligations under this Agreement, except those that specifically survive termination of this Agreement.

7. REPRESENTATION BY BOTH PARTIES. As a material inducement to enter into this Agreement, each Party makes the following representations and warranties to the other Party, which shall survive the Closing and be reaffirmed on the Closing Date:

7.1 Environmental. To each Party's actual knowledge, without investigation, except as might be related to agricultural use, there are no hazardous or toxic substances (as defined by law applicable such Party's parcel or regulation of any and all governmental agencies exercising jurisdiction over such parcel) in condition, quantities or concentrations requiring remediation or subjecting such substance or waste to regulation, on such Party's parcel.

7.2 Taxes. All ad valorem property taxes for each Party's parcel for all years prior to 2019 have been fully paid, or will be fully paid prior to delinquency or the Closing Date, whichever occurs first. There shall be no proration on real property taxes for 2019. Each Party hereto shall pay the real property taxes as they become due for the respective parcel acquired pursuant to this Agreement.

7.3 Standing and Authority. SMR is a limited liability company duly organized and validly existing under the laws of the State of Florida, in good standing thereunder, and authorized to conduct business in the state of Florida. Moreover, all documents that are executed or to be executed by either Party and that are to be delivered to either Party on or before the Closing Date will be duly authorized, executed, and delivered by each respective Party, will be legal, valid, and binding obligations of each respective Party, will be sufficient to convey title (if they purport to do so), and will not violate any agreement to which either SMR or Carrington is a party or to which either is subject.

7.4 Non-Foreign Status. Neither Party is a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and neither Party has any obligation under Internal Revenue Code 1445 ("Section 1445") to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code 1445).

8. CONDITION OF LANDS. From and after the Effective Date and through the Closing Date, each Party shall maintain its parcel at its own expense in the same manner as it has done previously and shall on the Closing Date deliver its parcel to the other Party in the same condition as on the Effective Date, natural wear and tear, condemnation, or other taking by eminent domain or sale in lieu thereof, and damage or destruction caused by fire, windstorm, or other calamity beyond the control of such owner excepted.

9. CLOSING DOCUMENTS. As a condition precedent to the exchange hereunder, each Party shall obtain and deliver to the other Party on the Closing Date the following documents with respect to the selling Party's parcel:

9.1 A Special Warranty Deed ("Deed") conveying good and marketable fee simple title to the parcel subject only to the Permitted Exceptions;

9.2 An affidavit as to ownership of the parcel in such form to permit the Title Company to delete the standard exception for parties in possession;

9.3 An affidavit stating that the Party does not have any knowledge of any easements or matters adverse to its title not shown in the public records, except as set forth in the Permitted Exceptions; and

9.4 An affidavit with respect to construction liens sufficient to permit the Title Company to delete the construction lien standard exception from a title policy and stating that the parcel is free and clear of all liens, encumbrances, leases, licenses, contracts, or claims of rights that may serve as a basis for a lien or charge against the parcel, except as set forth in the Permitted Exceptions.

9.5 An affidavit of non-foreign status in compliance with Section 1445.

9.6 Such other instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by the Title Company in order to effectuate the purposes of this Agreement and to convey fee simple title to the Carrington Land and the SMR Land, respectively.

10. CLOSING COSTS AND PRORATIONS.

10.1 Closing Costs. SMR shall pay the cost of recording both Deeds. SMR shall pay for the documentary stamps to be affixed to both Deeds (based on values of $21,300.00 per parcel) and all costs necessary to cure any title defects or encumbrances on the SMR Land other than the Permitted Exceptions as provided herein. Carrington shall pay all costs necessary to cure any title defects or encumbrances on the Carrington Land other than the Permitted Exceptions as provided herein.

10.2 District Assessments. The SMR Land are located within the Lakewood Ranch Stewardship District, a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida ("District") and is subject to the rules and regulations of the District. All land to be transferred to Carrington herein is exempt from payment of any Stewardship District taxation, assessments, fees or payments. Neither the SMR Land nor the Carrington Land are subject to any deed restrictions and/or other subdivision restrictions.

11. POSSESSION. On the Closing Date, Carrington shall deliver to SMR full, complete, and exclusive possession of the Carrington Land and SMR shall deliver to Carrington full, complete, and exclusive possession of the SMR Land.

12. DEFAULT. With the exception of each Party's obligation to close (which obligation shall be timely performed), if at any time between the Effective Date and the Closing Date either Party is in default in a material respect in the performance of any of its obligations

under this Agreement and such default is not cured within thirty (30) days after notice thereof to the non-defaulting Party, then non-defaulting Party shall have the options of (a) terminating this Agreement, whereupon this Agreement shall become null and void and of no further force and effect, or (b) of seeking to enforce this Agreement through specific performance.

13. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid and certified return receipt requested, or by Federal Express or similar overnight delivery service, or by telecopy as follows:

SMR: SMR North 70, LLC
14400 Covenant Way
Bradenton, Florida 34202
Attention: General Counsel
Facsimile number: 941-757-1511

With copies to: Caleb J. Grimes, Esquire
Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Facsimile number: (941) 748-0158

Carrington: Paul Carrington
Tara Carrington
5504 Lorraine Road
Bradenton, Florida 34211
Facsimile number: _____

With copies to: _____
_____
_____
Facsimile number: (___) _____

or to such other address as the pertinent Party may direct by written notice. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service or sent via telecopier.

14. CONDEMNATION. If prior to the Closing Date all or part of either parcel becomes the subject of a condemnation proceeding by any governmental authority, then either Party shall have the right to elect within twenty (20) days of receiving actual notice of such proceeding to:

14.1 take title to the land on the Closing Date without any abatement or adjustment to the exchange; or

14.2 terminate this Agreement, whereupon the duties and obligations thereunder

of the Parties shall end,

The Closing Date may be extended by either Party to permit the full running of the aforementioned twenty (20) days prior thereto.

15. BROKERS. The Parties hereby represent to each other that they have not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesman so as to create any legal right in such (or any other) broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of their parcel and the other transactions contemplated by this Agreement. The Parties hereby indemnify each other against and agree to hold each other harmless from and against any and all claims (including court costs and attorney's fees incurred in connection with such claims) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the conveyance of their parcel and the other transactions contemplated by this Agreement. The provisions of this Section shall survive the Closing or any termination hereunder.

16. COMPLIANCE WITH SECTION 1445 OF INTERNAL REVENUE CODE. The Parties agree that, in connection with the sale contemplated herein, the Parties shall comply with Section 1445 of the Internal Revenue Code of 1986, as amended, and all regulations that are adopted thereunder from time to time ("Section 1445"). Neither Party is a "foreign person or a foreign corporation, foreign partnership, foreign trust or foreign estate," as those terms are defined in Section 1445, and the Parties shall execute and deliver to the other Party on the Closing Date an affidavit to that effect, the form of which affidavit shall comply with Section 1445.

17. WAIVER. The failure or delay of any Party at any time to require performance by another Party of any provisions of this Agreement shall not affect the right of such Party thereafter to require performance of the subject provision or to exercise any right, power, or remedy hereunder. The waiver by any Party of any breach of any provisions of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision, or a waiver of any right, power, or remedy under this Agreement.

18. TIME OF THE ESSENCE. Time is of the essence with respect to each provision of this Agreement that requires action to be taken by any Party within a stated time period or upon a specified date.

19. ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover as costs all of such Party's expense incurred in connection therewith, including reasonable attorney's fees at the trial and appellate levels.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

21. ENTIRE AGREEMENT. This Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations, and warranties between the Parties with respect to both parcels. No claimed modification of this Agreement shall be effective

and binding unless such modification is in writing and duly executed by the party sought to be charged therewith.

22. VENUE AND GOVERNING LAW. Venue for all proceedings in connection with this Agreement shall be Manatee County, Florida, and all aspects of this Agreement shall be governed by the laws of the State of Florida.

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one counterpart. Receipt of a facsimile telecopy (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

24. NOT RECORDABLE. This Agreement or any part hereof shall not be recorded in the public records of any county in the State of Florida.

25. JURY TRIAL WAIVER. CARRINGTON AND SMR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY, THE CLOSING HEREUNDER AND ANY OTHER DOCUMENTS, MATTERS OR TRANSACTIONS CONTEMPLATED, EXECUTED OR UNDERTAKEN IN CONNECTION HEREWITH, OR ARISING OUT OF, UNDER, OR IN CONNECTION HEREWITH, WHETHER BEFORE, IN CONNECTION WITH OR AFTER CLOSING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR CARRINGTON AND SMR TO ENTER INTO THIS AGREEMENT FOR EXCHANGE OF REAL PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION AND/OR CLOSING HEREUNDER.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the respective dates set forth below.

THE LAKEWOOD RANCH STEWARDSHIP DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE SMR LAND. THESE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC SYSTEMS, FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Signed, sealed and delivered in the presence of:

Print name: Kathleen J. Horn

Print name: Tamara Harris

Print name: Kathleen J. Horn

Print name: Tamara Harris

CARRINGTON:

By: _____
Paul Carrington

Date Executed: 7/24, 2019

By: _____
Tara Carrington

Date Executed: 7/24, 2019

Print name: Roger A Arnau

Print name: Kathleen J. Horn

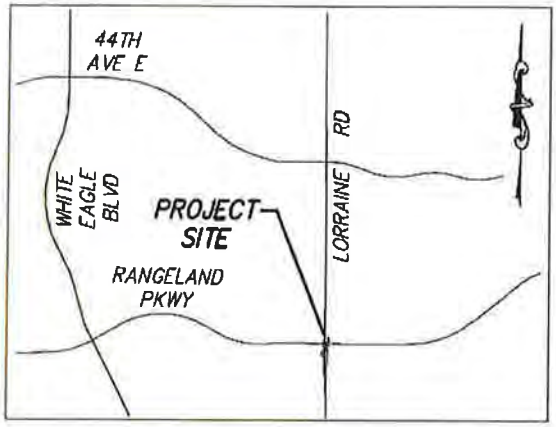
SMR:

SMR North 70 LLC, a Florida limited liability company, by it's sole member:

By: Schroeder-Manatee Ranch, Inc., a Delaware corporation

By: _____
REX E. JENSEN
Its: PRESIDENT

Date Executed: JULY 25, 2019



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1297.63 FEET TO A POINT ON THE WEST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1635.58 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 343.92 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2426, PAGE 119; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY LINE, RUN NORTH 89°28'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 343.92 FEET; THENCE RUN SOUTH 89°28'40" EAST, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,286 SQUARE FEET (0.213 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER
CERTIFICATE
NO. 6890
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

12/27/18
DATE

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

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

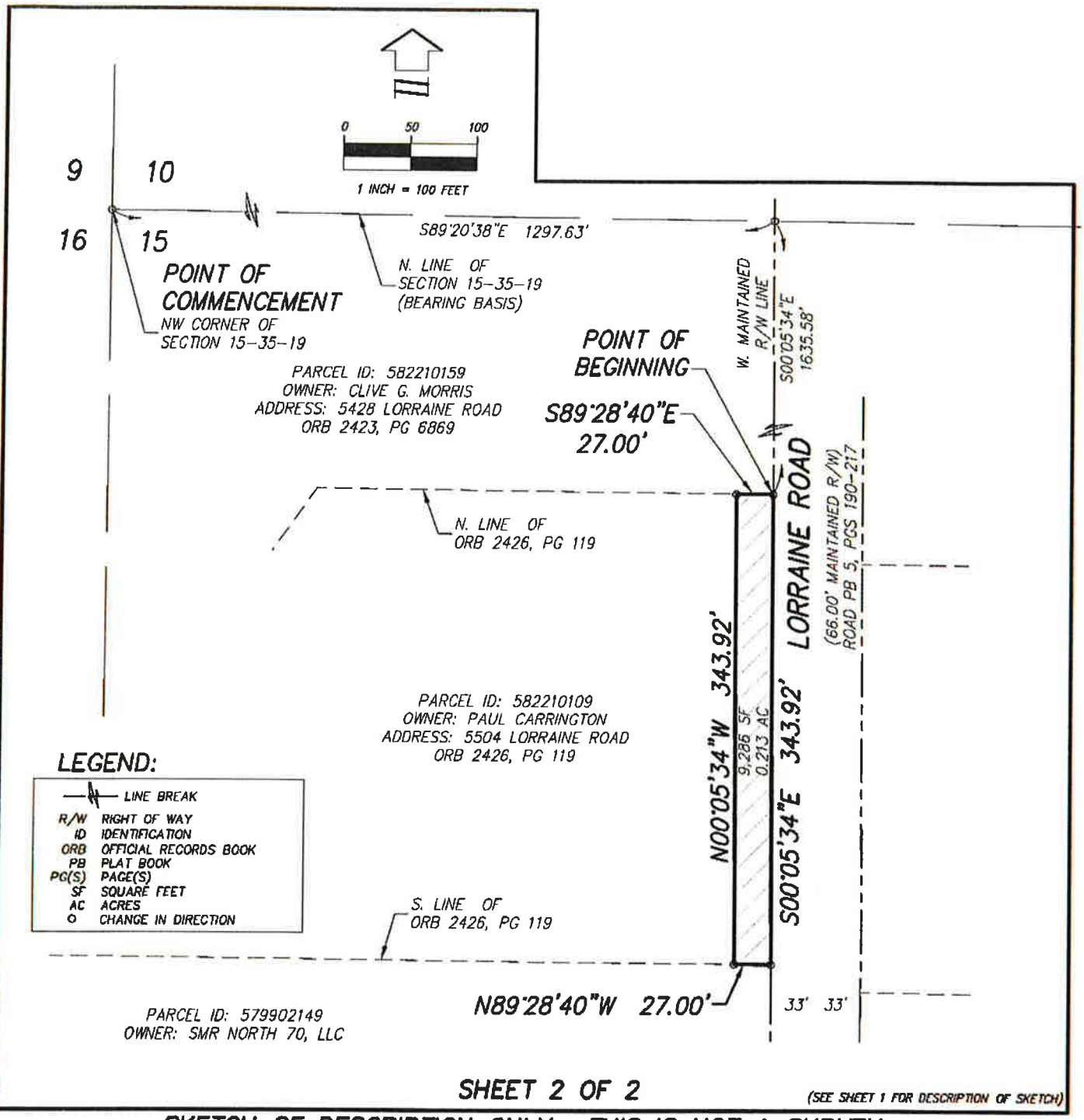
PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil\50090479_2426-119.dwg DEW desc. & sketch Sheet 1 Nov 14, 2018 9:39am by mwhome



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: 1" = 100'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil3D\50090479_2426-119.dwg CEW desc. & sketch Sheet 1 Nov 14, 2018 9:51am by: rhawthorne

DESCRIPTION: SMR NORTH 70 TO CARRINGTON

COMMENCE AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST; THENCE S00°11'58"W, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 1321.63 FT. TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S89°26'22"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 1336.02 FT. TO THE NORTHEAST CORNER THEREOF; THENCE S00°07'06"E, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 , A DISTANCE OF 659.96 FT. TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2426, PAGE 119, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°28'40"W, ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 60.00 FT. TO THE INTERSECTION WITH THE PROPOSED WESTERLY RIGHT-OF-WAY OF LORRAINE ROAD FOR A POINT OF BEGINNING; THENCE CONTINUE N89°28'40"W, ALONG THE SOUTH LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 675.84 FT. TO THE SOUTHWEST CORNER THEREOF; THENCE S00°02'27"W, ALONG THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID CERTAIN PARCEL, A DISTANCE OF 60.28 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N02°00'34"E, A DISTANCE OF 1380.00 FT., SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF RANGELAND PARKWAY, A LAKEWOOD RANCH STEWARDSHIP DISTRICT ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2774, PAGE 4363, SAID PUBLIC RECORDS; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°35'57", A DISTANCE OF 38.52 FT. TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S89°35'23"E, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 621.38 FT. TO THE INTERSECTION WITH AFORESAID PROPOSED WESTERLY RIGHT-OF-WAY OF LORRAINE ROAD; THENCE N45°06'45"E, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY, A DISTANCE OF 22.68 FT.; THENCE N00°07'06"W, ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY, A DISTANCE OF 43.38 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.93 ACRE MORE OR LESS.

KENNETH CHARLES KOLARIK LICENSE NUMBER NO. 5116 STATE OF FLORIDA PROFESSIONAL SURVEYOR

APRIL 16, 2019
DATE OF CERTIFICATE

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

REFER TO SHEET 2 OF 2 FOR SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 2241
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7964

SHEET NUMBER 1 OF 2

FOLEY / KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

F/K

Z:\MASTER DRAWING-C3D-SURV\LAKEWOOD RANCH\RANGELAND RW\RANGELAND RW.dwg, 4/16/2019 11:09:29 AM, ken, 1:200

LEGEND	
P.O.B.	= POINT OF BEGINNING
P.T.	= POINT OF TANGENCY
S.F.	= SQUARE FEET
ORB	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

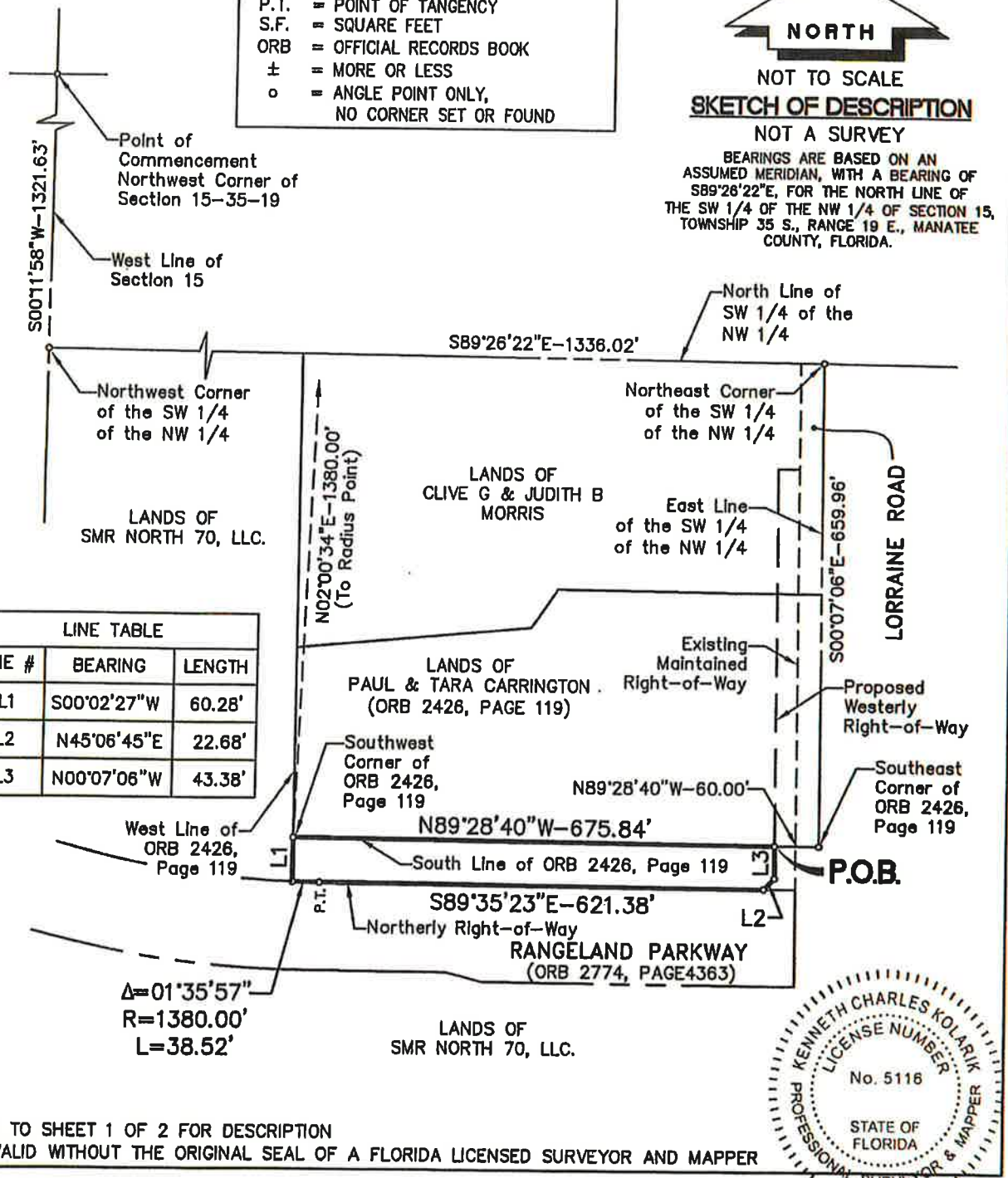
NORTH

NOT TO SCALE

SKETCH OF DESCRIPTION

NOT A SURVEY

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°26'22"E, FOR THE NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 35 S., RANGE 19 E., MANATEE COUNTY, FLORIDA.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°02'27"W	60.28'
L2	N45°06'45"E	22.68'
L3	N00°07'06"W	43.38'

KENNETH CHARLES KOLARIK LICENSE NUMBER No. 5116 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

REFER TO SHEET 1 OF 2 FOR DESCRIPTION
NOT VALID WITHOUT THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 7964 DRAWN BY: T.BALL SCALE: NONE SHEET NUMBER 2 OF 2

FOLEY / KOLARIK, INC.
Consulting Engineers, Surveyors and Planners
503 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561

F/K

Z:\MASTER DRAWING-C3D-SURV\LAKEWOOD RANCH\RANGELAND R\W\RANGELAND RW.dwg, 4/16/2019 8:59:01 AM, tonya, 1:200

EXHIBIT "C"

PERMITTED EXCEPTIONS

As to the SMR Land:

1. Real estate taxes and assessments for the year of closing and subsequent years.

As to the Carrington Land:

1. Real estate taxes and assessments for the year of closing and subsequent years.

IMPROVEMENT CONSTRUCTION AGREEMENT

This Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Tracy Fox, an individual, whose address is 5557 Lorraine Road, Bradenton, FL 34211 ("Owner"), this the 18 day of November, 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A Land to Manatee County, District is willing to construct certain improvements to Owner's retained lands at the times and as set forth herein, at no expense to Owner.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. District will install the following improvements concurrently with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land; however, District will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Construct new driveway connection from Lorraine Road to Owner's retained land, as shown on **Exhibit "B"** attached hereto and incorporated herein by reference. The saw cuts shown shall be performed within 24 hours of the concrete pour.
2. Relocate Owner's existing gate to accommodate the new driveway location, as shown on **Exhibit "B."** Owner shall relocate, readjust, and/or rebuild all existing fences and electrical utilities to accommodate the new gate location and to bring said fences and electrical utilities within Owner's new property line.
3. Construct gate columns at new gate location, conceptually described and shown on **Exhibit "C"** as 24" wide and 6' high with a decorative cap and finished with cementitious concrete and cultured stone. Contractor shall have the columns engineered to serve as the support for the 100 +/- lbs. gates.
4. All work to be done in a good workman like manner.

II. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

III. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands. District may not assign this Agreement. In any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

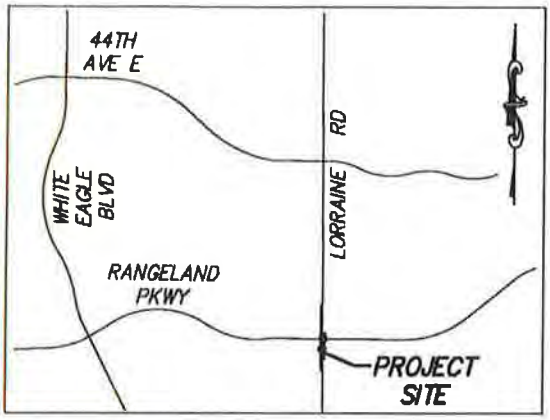
Lakewood Ranch Stewardship District,
a special purpose form of local government.

By: _____
Print Name REX E. JENSEN
Its: CHAIRMAN

Owner(s):

By: Tracy M. Fox
Print Name TRACY M. FOX

By: N/A
Print Name _____



VICINITY MAP
(NOT TO SCALE)

Tracy M. Fox

EXHIBIT "A"

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2617, PAGE 315 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 2352.15 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2617, PAGE 315 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 47.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'34" EAST, A DISTANCE OF 47.06 FEET; THENCE RUN NORTH 90°00'00" WEST, A DISTANCE OF 20.00 FEET; THENCE RUN SOUTH 00°05'34" EAST, A DISTANCE OF 286.67 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2617, PAGE 315; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.00 FEET TO A POINT ON AFORESAID EAST MAINTAINED RIGHT OF WAY; THENCE RUN NORTH 00°05'34" WEST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 333.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,958 SQUARE FEET (0.229 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER
CERTIFICATE NO. 6890
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

2/26/2019
RUSSELL S. STRAYER — DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY — FLORIDA

Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

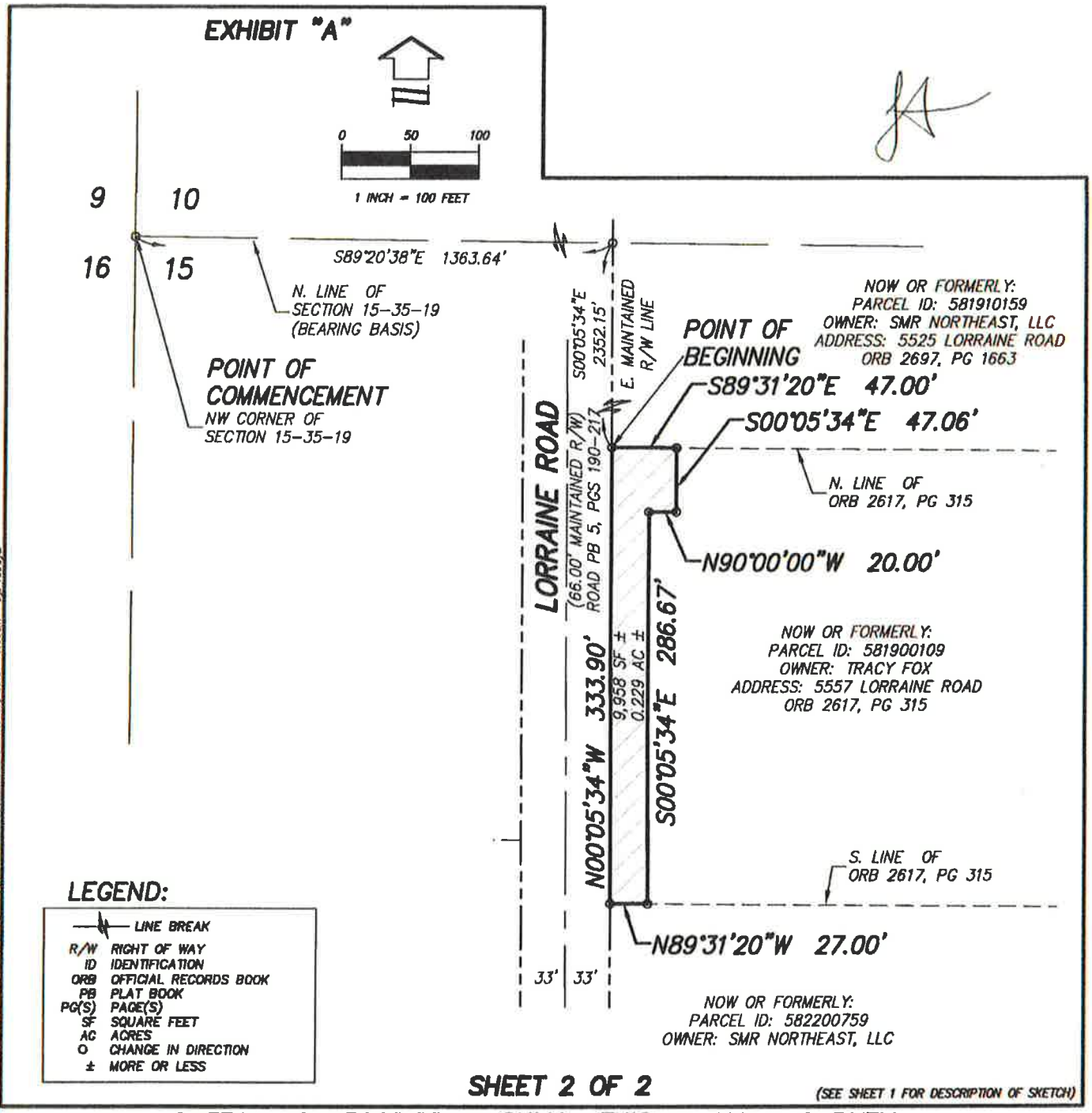
PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/11/18
REV DATE: 02/26/19
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: C:\Users\rstrayer\appdata\local\temp\AcPublish_10440\FOX_2617-315_022719.dwg DEW desc. & sketch Sheet 1 Feb 27, 2019 10:33am by: rstrayer

EXHIBIT "A"



LEGEND:

	LINE BREAK
R/W	RIGHT OF WAY
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
Ø	CHANGE IN DIRECTION
±	MORE OR LESS

SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/11/18
REV DATE: 02/26/19
SCALE: 1" = 100'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

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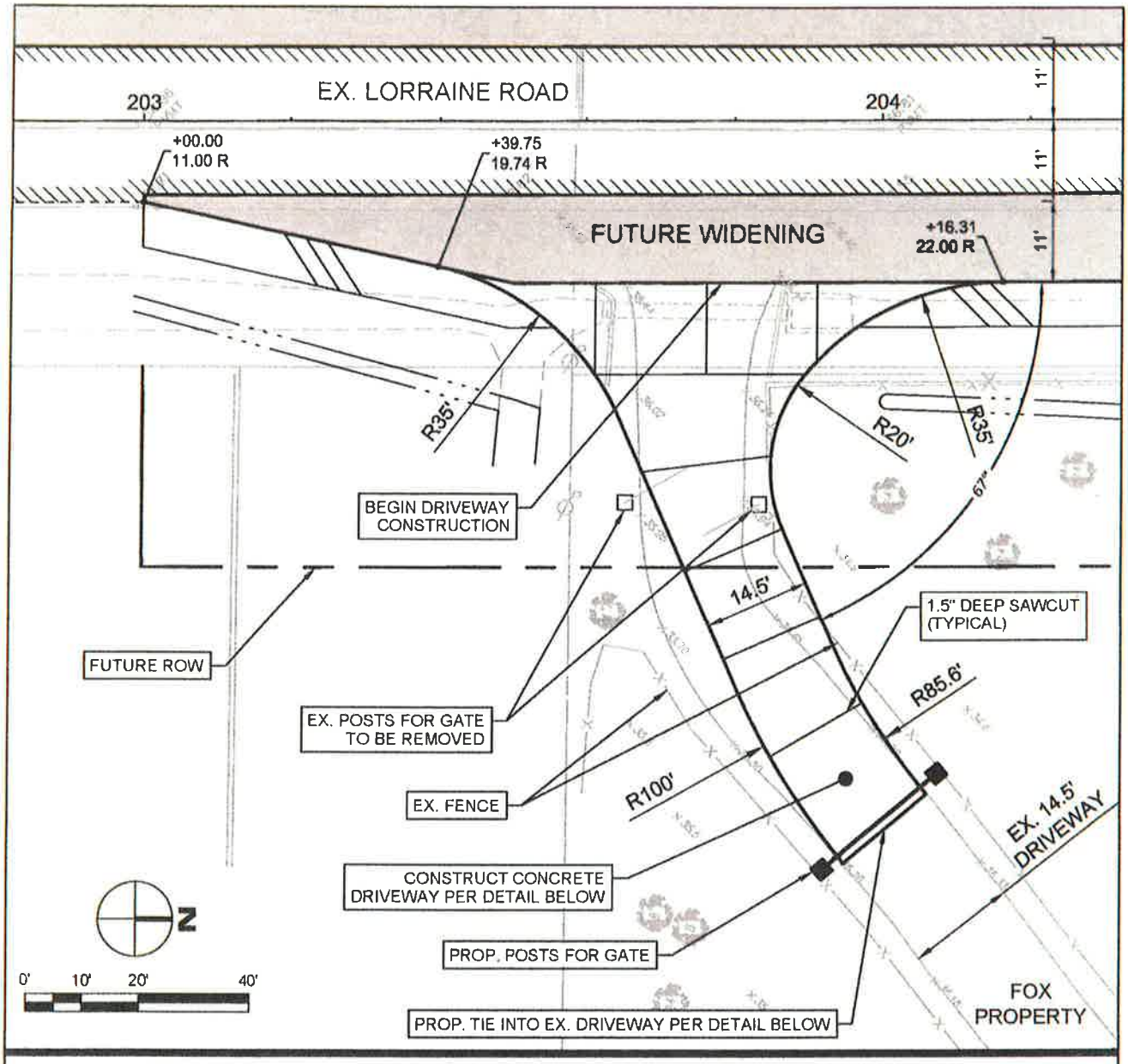
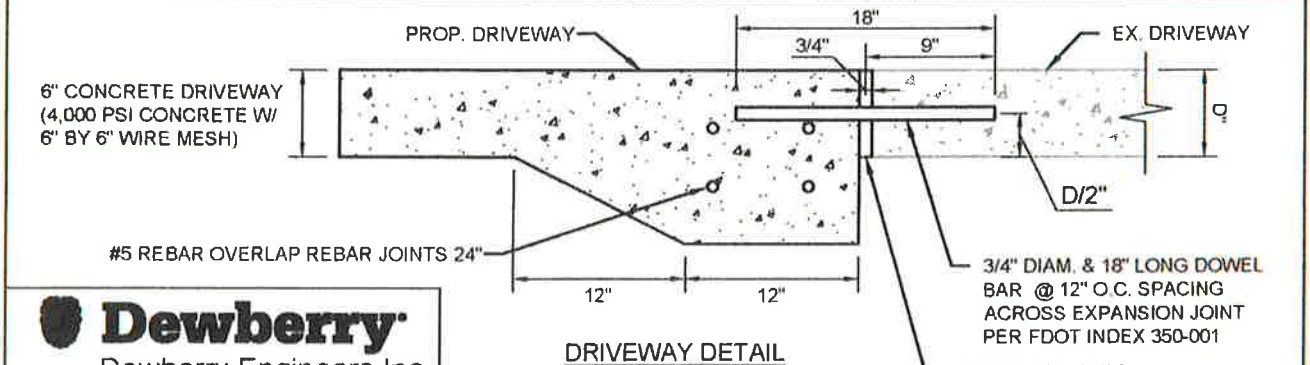




DRIVEWAY DETAIL
N.T.S.

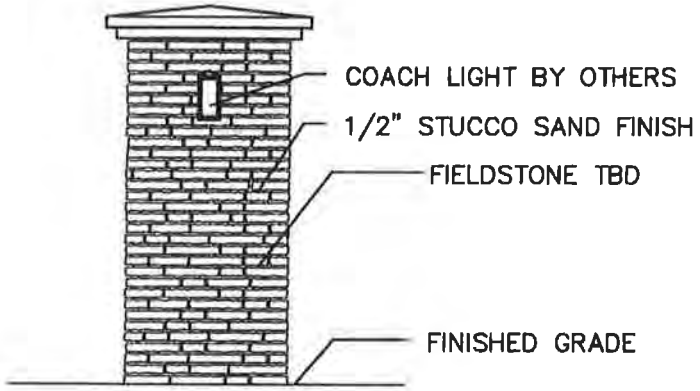
Dewberry
Dewberry Engineers Inc.
2201 Cantu Court
Suite 107
Sarasota, FL 34232
941.702.9670

FOX DRIVEWAY PLAN
EXHIBIT B

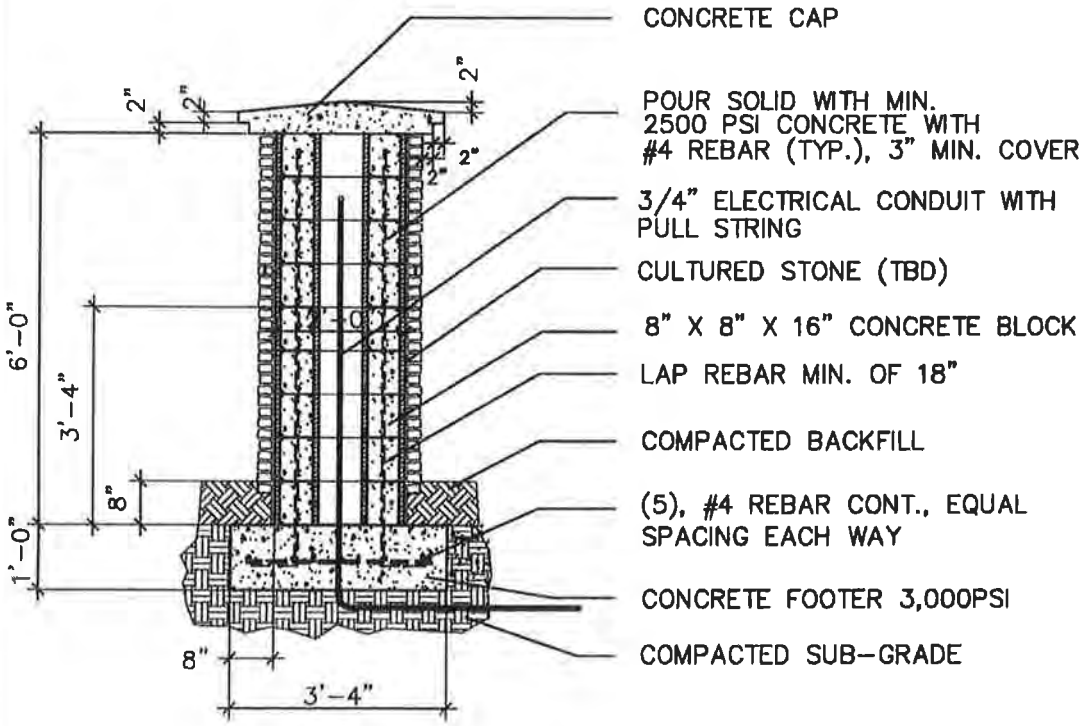
Stacy M. Fox

EXHIBIT "C"

TRACY FOX CONCEPTUAL COLUMN DETAILS



FRONT ELEVATION



COLUMN SECTION DETAIL

Tracy Fox

IMPROVEMENT CONSTRUCTION AGREEMENT

This Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Travel Imaginations, LLC, a Florida limited liability company, whose address is 5517 Lorraine Road, Bradenton FL 34211 ("Owner"), this the 27 day of June, 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A Land to Manatee County, **and** provided Owner and District enter into a purchase sale agreement ("Sale Agreement") whereby Owner will sell and District will purchase the parcel of land described on attached **Exhibit "B"** (the "Drive Way Strip"), District is willing to construct the improvements at the time as set forth herein.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. District will install the following improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Install a new 8" water service to Owner's remaining lands from Rangeland Parkway pending county approval.

II. District will install the following improvements with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land and after closing with District of the Drive Way Strip, but will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County (mark as N/A if not applicable):

1. Install a new driveway apron to connect Owner's remaining lands to Rangeland Parkway, as shown on attached **Exhibit "C"** and consisting of concrete and to be constructed in accordance with the Rangeland Plans approved by Manatee County.

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land and Drive Way Strip will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

Lakewood Ranch Stewardship District,
a special purpose form of local government.

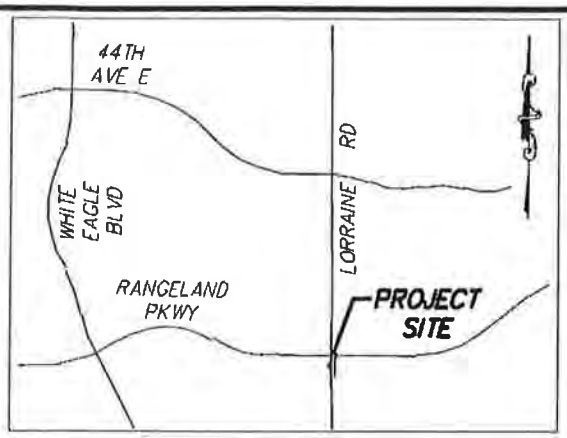
By: _____
Print Name Rex E. Jensen
Its: Chairman

Owner:

Travel Imaginations, LLC,
a Florida limited liability company

By: _____
Print Name R. NIELSEN
Its: _____

Exhibit A



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2570, PAGE 4757 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1998.93 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°05'34" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.00 FEET TO A POINT ON AFORESAID EAST MAINTAINED RIGHT OF WAY; THENCE RUN NORTH 00°05'34" WEST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 840 SQUARE FEET (0.019 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER CERTIFICATE NO. 6890 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

2/1/19
DATE

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

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE 941.702.9671
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

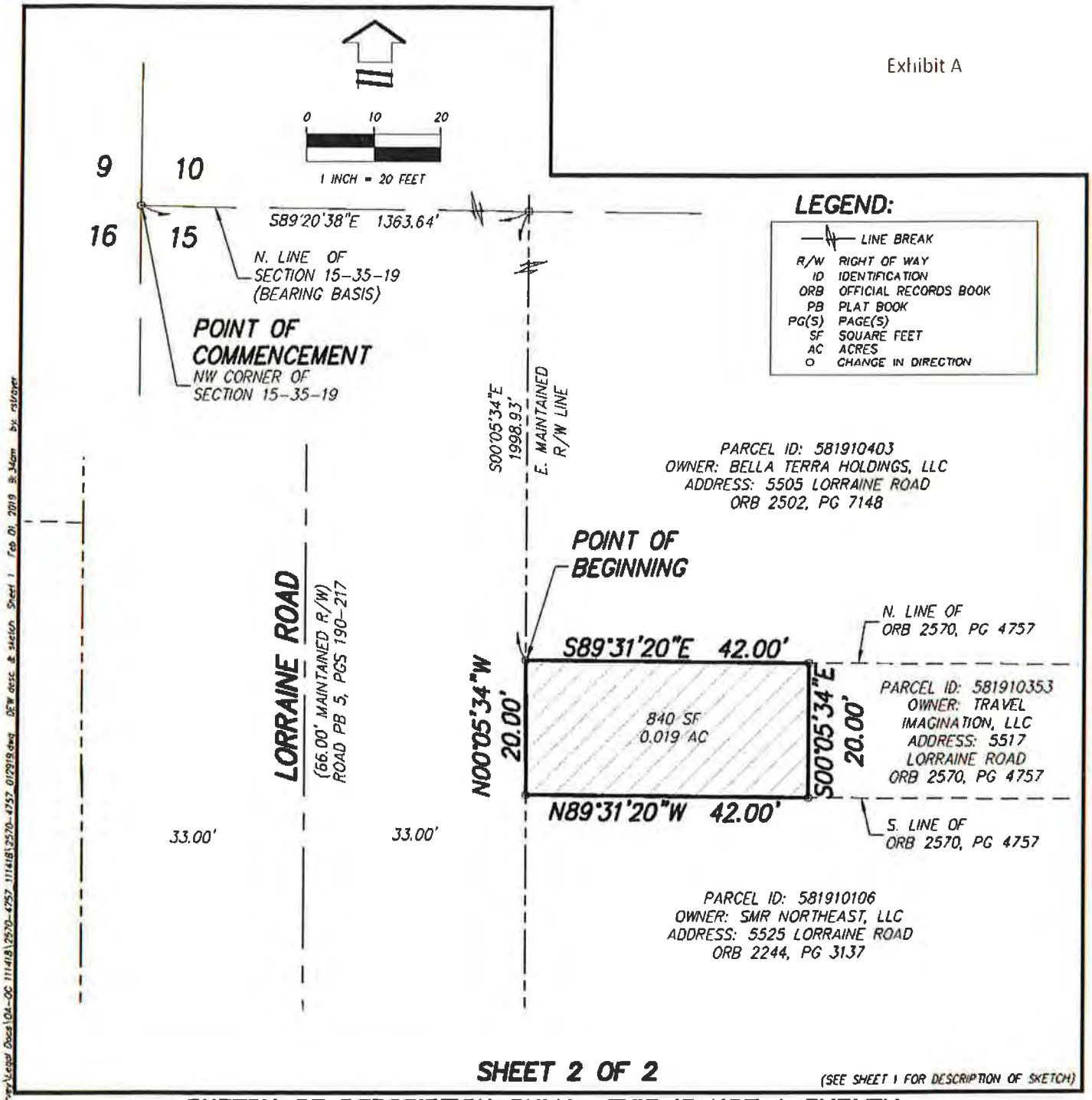
PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/12/18
REV DATE: 01/29/19
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing Name: S:\50090479 LWRSD - Rangeland Pkwy\Survey\Legal Desc\04-05 11141812570-4757 012919.dwg 2/1/19 8:33am bvl rdyer

Exhibit A



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

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A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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SARASOTA, FLORIDA 34232
PHONE 941.702.9671
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/12/18
REV DATE: 01/29/19
SCALE: 1" = 20'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

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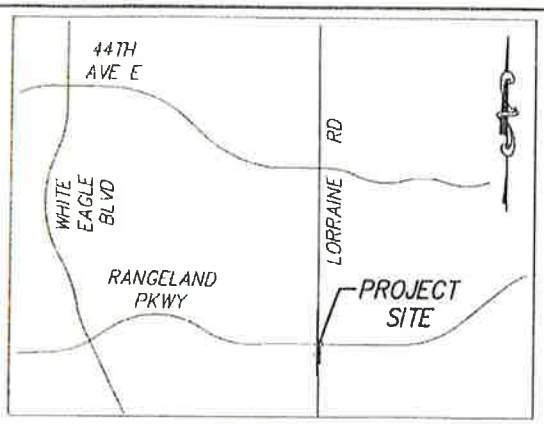
Exhibit B



VICINITY MAP
(NOT TO SCALE)

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COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1998.93 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH LINE, RUN SOUTH 89°31'20" EAST, A DISTANCE OF 653.19 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°07'22" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757, THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 653.20 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13063.85 SQUARE FEET (0.300 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER ★ CERTIFICATE NO. 6890 ★ STATE OF FLORIDA ★ REGISTERED LAND SURVEYOR ★

6/04/2019

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

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 5/31/19
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

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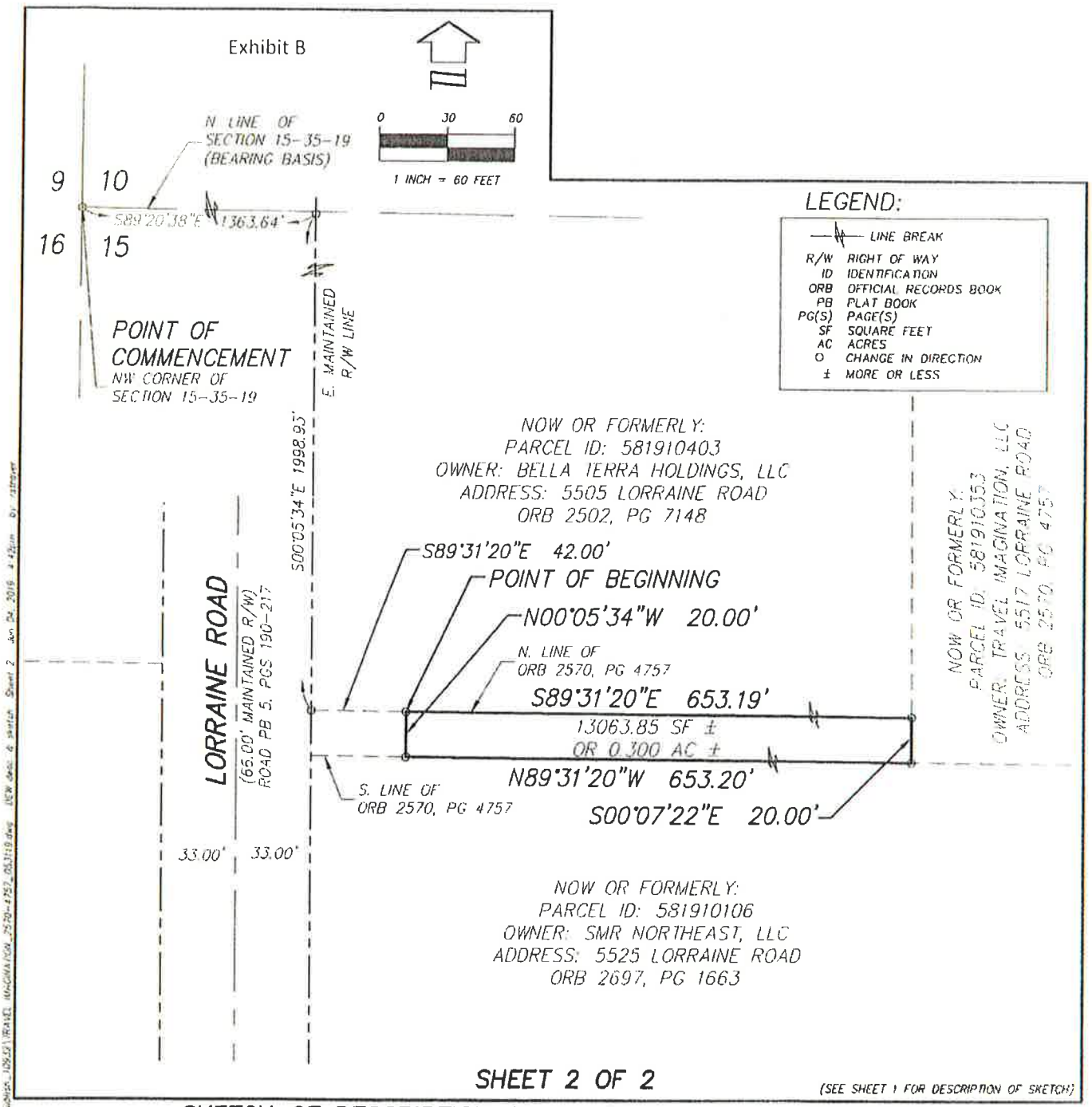

SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

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SKETCH OF DESCRIPTION

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A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

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2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
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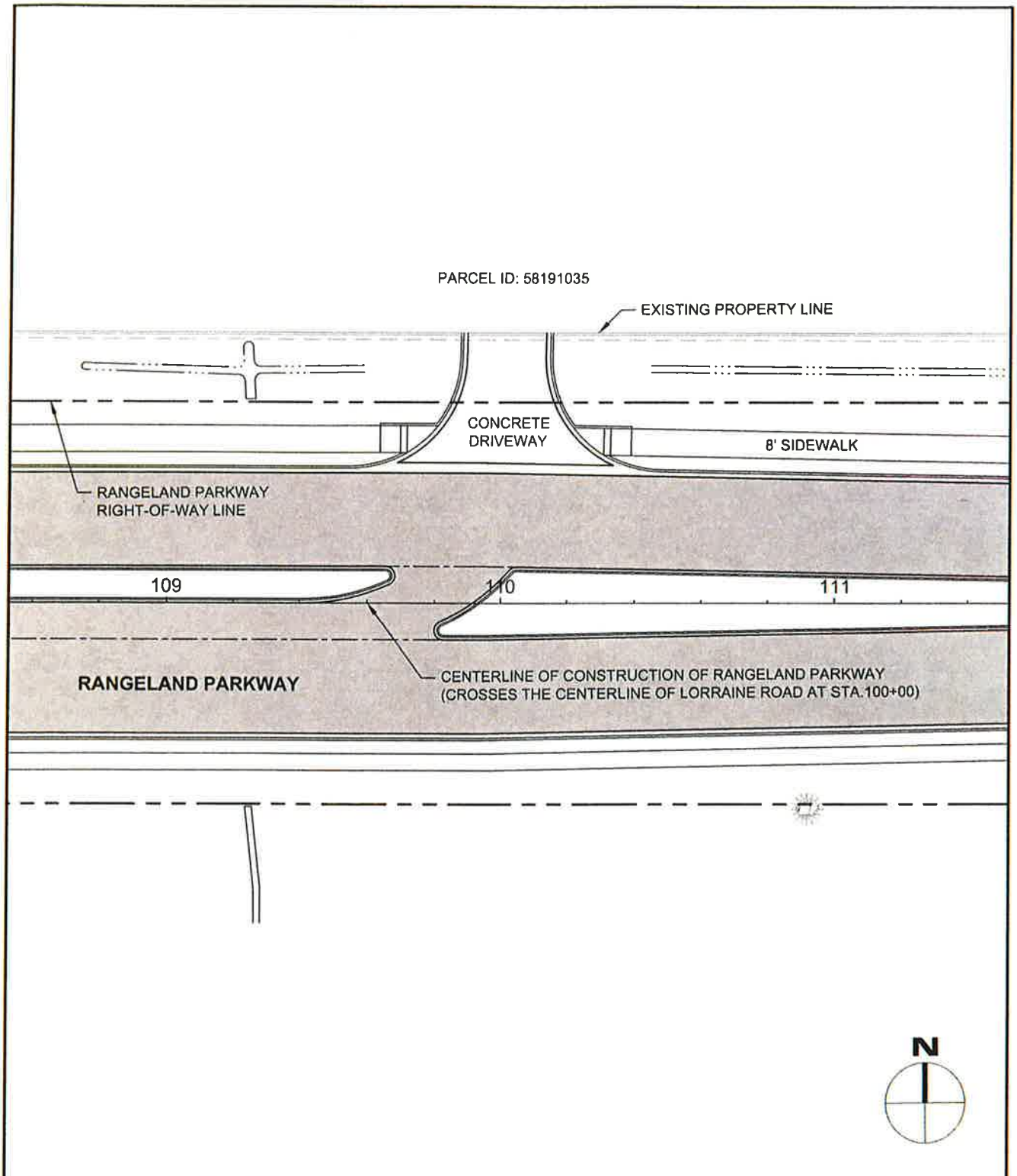
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 05/31/19
REV DATE:
SCALE: 1" = 60'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS



Dewberry
Dewberry Engineers Inc.
2201 Cantu Court
Suite 107
Sarasota, FL 34232
941.702.9670

TITLE	DATE	REVISION	SHEET NO.
EXHIBIT C	7/2019		
PROJECT	PROJ. NO.	SCALE	
RANGELAND PARKWAY	50090484	1" = 40'	

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PUCHASE AND SALE ("Agreement"), is entered into by and between Travel Imagination LLC, a Florida limited liability company ("Seller") and Lakewood Ranch Stewardship District, a Florida independent special district ("Buyer").

1. DEFINITIONS. The following terms as used herein shall have the following meanings:

1.1 "Agreement" -- this instrument together with all exhibits, addenda, and proper amendments.

1.2 "Buyer" – Lakewood Ranch Stewardship District, a Florida independent special district.

1.3 "Closing" -- the completion of the purchase and sale transaction contemplated by this Agreement, on the Closing Date and pursuant to the terms of this Agreement.

1.4 "Closing Date" -- the date determined in accordance with **Section 5** hereof, unless extended by the terms of this Agreement.

1.5 "Current Funds" -- funds wired on the Federal Reserve Wire Network into an account designated by Seller, a cashier's check or an attorneys trust account check.

1.6 "Effective Date" -- the date upon which a copy of this instrument has been fully executed by Seller and Buyer.

1.7 "Good and Marketable Fee Simple Title" -- fee simple title which is free and clear of all liens, encumbrances, defects or exceptions whatsoever and which will be insured by the Title Company, at standard rates, on American Land Title Association (ALTA) Owner's Policy Form B-2006, with exception for ad valorem property taxes for the year of Closing which are not yet due and payable as of Closing, and except for the Permitted Exceptions.

1.8 "Inspection Period" -- the 30-day period following the Effective Date for Buyer's investigation of the Land in accordance with the provisions of **Section 7** hereof.

1.9 "Land" – that certain real property located in Manatee County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

1.10 "Parties" -- Buyer and Seller (sometimes individually referred to as "Party").

1.11 "Permitted Exceptions" -- taxes for the year of closing, together with any other title exceptions that may be accepted in writing by Buyer.

1.12 "Seller" -- Travel Imagination LLC, a Florida limited liability company.

1.13 "Title Company" -- University Title Services, L.L.C. as agent for Old Republic National Title Insurance Company.

1.14 "Title Objection" -- any mortgage, deed of trust, deed to secure debt, security agreement, security interest, lien, financing statement, easement, lease, restrictive covenant, agreement, option or other encumbrance which impairs the marketability of, or encumbers the title to, the Land.

2. PURCHASE AND SALE. For and in consideration of the covenants contained herein and other good and valuable consideration and subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and convey, and Buyer agrees to purchase, the Land.

3. PURCHASE PRICE AND METHOD OF PAYMENT.

3.1 Purchase Price. The Purchase Price for the Land shall be Twenty Thousand and 00/100 Dollars ($20,000.00).

3.2 Method of Payment. The Purchase Price shall be paid to Seller as follows:

3.2.1 On the Closing Date, Buyer shall pay to Seller in Current Funds the Purchase Price, subject to adjustments, credits, and prorations as herein provided.

4. CLOSING. The conveyance of the Land by Seller to Buyer shall be closed at the on the date that is thirty (30) days following the end of the Inspection Period (provided Buyer has not terminated this Agreement during such Inspection Period or as otherwise permitted hereunder), or earlier if requested by Buyer on a date and time mutually acceptable to both Parties. If such date is a weekend or holiday, the Closing Date shall be the next business day.

5. TITLE TO LAND.

5.1 Evidence of Title. Within fifteen (15) days after the Effective Date, Buyer shall obtain and provide to Seller an owner's title insurance commitment for the Land. The title commitments shall be issued by University Title Services, L.L.C. as agent for Old Republic National Title Insurance Company ("Title Company"), agreeing to issue to Buyer, following the recording of the deed to Buyer, a standard 2006 ALTA Form owner's title insurance policy in the amount of the Purchase Price and insuring Buyer's fee title interest in the Land. Delivery of such title commitment to Buyer shall include copies of all title exception documents. Buyer may elect to obtain a property lien search and provide a copy to Seller within such fifteen-day period. Seller shall provide necessary documentation to cause all "standard

exceptions" to be deleted from the title insurance policy.

Buyer shall have ten (10) days after receipt of the title commitment to deliver to Seller a written notice of any and all Title Objections. Seller shall have twenty (20) days after receipt of a written objection to correct at its expense all matters described in any such notice of Title Objections. The Closing Date shall be extended automatically to permit the full running of any such twenty (20) day period if necessary to cure such objections. If Seller fails to correct a Title Objection within the allowed time, then Buyer may (at Buyer's option to be exercised by notice to Seller):

(a) terminate this Agreement and decline to purchase the Land; or

(b) purchase the Land subject to such matters.

Buyer shall have ten (10) days after receipt of timely notice from Seller that it has not been able to cure any Title Objection, to make the above election to terminate the Agreement or purchase the Land subject to such objections. If Buyer does not make the election to terminate pursuant to clause (a) above, the Buyer shall be deemed to have made the election described in clause (b) above.

If Buyer by written notice accepts, or is deemed to accept, Seller's interest in the Land subject to any or all Title Objections, such accepted matters shall be thereafter deemed Permitted Exceptions. If Buyer or Seller terminates this Agreement the Parties shall have no further rights or obligations hereunder, except those that specifically survive a termination of this Agreement.

6. INSPECTION PERIOD.

6.1 Entry Upon Land. Buyer and Buyer's authorized agents shall have thirty (30) days following the Effective Date of this Agreement ("Inspection Period") to enter upon the Land to examine the land and the condition thereof, to conduct surveys and engineering studies, and to undertake such other studies and inspections as Buyer deems necessary, all to be done at Buyer's expense.

6.2 Inspection Period. Buyer shall be entitled to terminate this Agreement by giving notice of termination to Seller before the end of the Inspection Period, if Buyer determines in its sole discretion that for any reason or no reason whatsoever the Land is not satisfactory. In the event of such termination, the Parties shall thereupon be released of further obligations under this Agreement, except those that specifically survive termination.

6.3 Land Documents. To assist Buyer in Buyer's investigation of the Land, Seller shall, within five (5) days after the Effective Date, furnish to Buyer (by mail or hand delivery), if not previously delivered to Buyer, copies of the following items in Seller's possession with respect to the Land: (a) any previous title policy and title commitment issued with respect to the Land that are in Seller's possession or control; and (b) any prior survey(s) of

the Land that are in Seller's possession or control. All of the foregoing items to be furnished by Seller shall collectively be referred to as the "Land Documents."

7. SELLER'S REPRESENTATIONS. As a material inducement to Buyer to enter into this Agreement, Seller makes the following representations and warranties that shall be reaffirmed on the Closing Date and survive the Closing:

7.1 Status. Seller is a limited liability company duly organized and validly existing under the laws of the State of Florida and is in good standing thereunder. Seller has full right, power and authority to enter into and perform this Agreement. All documents that are to be executed by Seller and that are to be delivered to Buyer on or before the Closing Date pursuant to this Agreement will be duly authorized, executed, and delivered by Seller, will be legal, valid, and binding obligations of Seller, will be sufficient to convey title (if they purport to do so), and will not violate any agreement, restriction, resolution, judgment, decree or order to which Seller is a party or to which Seller or the Land is subject. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and Buyer has no obligation under Internal Revenue Code § 1445 ("Section 1445") to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code § 1445).

7.2 No Assessments. No assessments have been made against any portion of the Land which are unpaid (except ad valorem taxes for the current year, if any, that are not currently due and payable), whether or not they have become liens; and Seller shall notify Buyer upon learning of any such assessments.

7.3 Litigation. There are no actions, suits or proceedings pending or threatened before or by any judicial, administrative or union body or any arbiter or any governmental authority, against Seller or the Land as to which Seller has been served any process or with respect to which Seller has any knowledge.

7.4 Third Parties. Seller has not entered into any outstanding agreements of sale, options, or otherwise wherein third parties have a right to acquire any interest in the Land, and there are no tenants or other parties in possession of the Land except Seller.

7.5 Environmental. To Seller's knowledge, there are no hazardous or toxic substances (as any such terms are defined by law applicable to the Land, or by regulations of any governmental entity or agency exercising jurisdiction over the Land) in condition, quantities or concentrations requiring remediation or subjecting such substance or waste to regulation on such Land.

7.6 Contracts. There are no service contracts, leases, licenses or other rights to use the Land or related to operation, repair, maintenance or management of the Land as of the Effective Date that cannot be terminated by Seller prior to Closing.

7.7 Compliance with Laws. To Seller's knowledge, the Land complies with all agreements, ordinances, orders, permits, licenses, certificates of occupancy and other instruments governing or authorizing the development, construction and/or occupancy of the Land and all applicable building and zoning laws materially affecting the Land.

8. BUYER'S REPRESENTATIONS. As a material inducement to Seller to enter into this Agreement, Buyer makes the following representations, warranties and agreements that shall be reaffirmed on the Closing Date and survive the Closing:

8.1 Standing and Authority. Buyer is an independent special district duly organized and validly existing under the laws of the State of Florida and in good standing thereunder, and authorized to do business in the State of Florida; moreover, all documents that are executed or to be executed by Buyer and that are to be delivered to Seller on or before the Closing Date will be duly authorized, executed, and delivered by Buyer, will be legal, valid, and binding obligations of Buyer and will not violate any agreement to which Buyer is a party or to which Buyer is subject.

9. CONDITION OF LAND. From and after the Effective Date and through the Closing Date, Seller shall maintain the Land at Seller's expense in the same manner as Seller has done so previously and shall on the Closing Date deliver the Land to Buyer in the same condition as on the Effective Date, natural wear and tear, condemnation or other taking by eminent domain or sale in lieu thereof.

10. CLOSING DOCUMENTS.

10.1 Seller's Documents. As a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall deliver to Buyer on the Closing Date the following documents:

10.1.1 Warranty Deed ("Deed"), in form and content acceptable to Buyer, conveying to Buyer good and marketable fee simple title to the Land;

10.1.2 A Seller's affidavit as to ownership of the Land in such form sufficient to permit the Title Company to delete the standard exception for parties in possession and the gap;

10.1.3 A Seller's affidavit stating that Seller does not have any knowledge of any easements or matters adverse to Seller's title not shown in the public records;

10.1.4 A Seller's affidavit with respect to construction liens sufficient to permit the Title Company to delete the construction lien standard exception from a title policy and stating that the Land is free and clear of all liens, encumbrances, leases, licenses, contracts, or claims of rights that may serve as a basis for a lien or charge against the Land;

10.1.5 An affidavit of non-foreign status in compliance with Section 1445; and

10.1.6 Such instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by the Title Company in order to effectuate the purposes of this Agreement, including without limitation evidence of Seller's good standing and proper authority for execution of the closing documents.

10.2 As a condition precedent to Seller's obligations to close, Buyer shall deliver to Seller on the Closing Date the following documents:

10.2.1 Such instruments, documents, certificates, affidavits, closing statements or agreements reasonably requested by the Title Company in order to effectuate the purposes of this Agreement, including without limitation evidence of Buyer's good standing and proper authority for execution of the closing documents.

11. CLOSING COSTS AND PRORATIONS.

11.1 Closing Costs. Buyer shall pay the cost of recording the Deed and documentary stamps to be affixed to the Deed. Seller shall pay all costs necessary to cure any title defects or encumbrances other than the Permitted Exceptions as provided herein. Buyer shall pay the title insurance premium, title search and related costs. Each Party shall pay its own attorneys' fees.

11.2 Prorations. Real property taxes shall be prorated as of 12:01 a.m. on the Closing Date based upon the current year's tax with due allowance for the maximum discount or other exemptions. If the Closing occurs at a date when the taxes for the current year are not fixed, then taxes shall be prorated on the prior year's tax. If the Land is currently assessed as part of a larger parcel, in the event a "cut-out" of the Land from such parcel is not available before Closing, the taxes for the Land shall be estimated based on the ratio of the size of the Land in relation to the overall parcel assessed. Upon request of either party, any proration hereunder based on an estimate shall be readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

12. POSSESSION. On the Closing Date, Seller shall deliver to Buyer full, complete, and exclusive possession of the Land.

13. DEFAULT.

13.1 By Seller. If at any time between the Effective Date and the Closing Date Seller is in default in a material respect in the performance of any of Seller's obligations under this Agreement and such default is not cured within ten (10) days after written notice thereof to Seller, then Buyer shall be entitled to seek to enforce this Agreement through specific performance.

13.2 By Buyer. If the Closing fails to occur on the Closing Date because of the refusal or default of Buyer, or if Buyer is in default in a material respect in the performance of any of Buyer's obligations under this Agreement, and such default is not cured within ten (10) days after written notice thereof to Buyer, then Seller's sole and exclusive remedy shall be to receive One Thousand and 00/100 Dollars ($1,000.00) as full liquidated damages, to be paid in full by Buyer to Seller within ten (10) days thereafter, whereupon this Agreement shall become null and void and of no further force and effect.

14. NOTICES. Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid and certified return receipt requested, or by Federal Express or similar overnight delivery service, or by telecopy as follows:

Buyer:
Lakewood Ranch Stewardship District
Hopping Green & Sams, P.A.
Attention: Jonathan Johnson
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Facsimile number: (850) 224-8551

With copies to:
Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, Florida 34205
Attention: Kyle W. Grimes, Esq.
Facsimile number: (941) 748-0158

Seller:
Travel Imagination LLC
6603 Cooper's Hawk Ct.
Lakewood Ranch, FL 34202
Attention: _____
Facsimile number:_____

With copies to:
_____
_____
_____
Facsimile number: (___) _____

or to such other address as the pertinent Party may direct by written notice. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service or sent via telecopier.

15. BROKERS. Seller and Buyer hereby represent to each other that they have not discussed this Agreement or the subject matter hereof with any real estate broker, agent, or salesman so as to create any legal right in such (or any other) broker, agent, or salesman to claim a real estate commission or similar fee with respect to the conveyance of the Land and the other transactions contemplated by this Agreement, with the exception of: NONE ("Brokers"). Seller hereby agrees to pay a commission fee to Brokers at Closing pursuant to separate agreements. No commission shall be due unless the Closing is completed in accordance with this Agreement. Seller and Buyer hereby indemnify each other against and agree to hold each other harmless from and against any and all claims (including court costs and attorney's fees incurred in connection with such claims) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the conveyance of the Land and the other transactions contemplated by this Agreement. The provisions of this Section shall survive the Closing or any termination hereunder.

16. WAIVER. The failure or delay of any Party at any time to require performance by another Party of any provisions of this Agreement shall not affect the right of such Party thereafter to require performance of the subject provision or to exercise any right, power, or remedy hereunder. The waiver by any Party of any breach of any provisions of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision, or a waiver of any right, power, or remedy under this Agreement.

17. TIME OF THE ESSENCE. Time is of the essence with respect to each provision of this Agreement that requires action to be taken by any Party within a stated time period or upon a specified date.

18. ATTORNEY'S FEES AND COSTS. In connection with any litigation arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover as costs all of such Party's expense incurred in connection therewith, including reasonable attorney's fees at the trial and appellate levels and in bankruptcy proceedings.

19. ASSIGNMENT. This Agreement may be assigned by Buyer.

20. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and permitted assigns.

21. ENTIRE AGREEMENT. This Agreement incorporates and merges all agreements, understandings, promises, covenants, conditions, representations, and warranties between the Parties with respect to the Land. No claimed modification of this Agreement shall be effective and binding unless such modification is in writing and duly executed by the Party sought to be charged therewith.

22. VENUE AND GOVERNING LAW. Venue for all proceedings in connection with this Agreement shall be in the County in which the Land is located and all aspects of this Agreement shall be governed by the laws of the State of Florida.

23. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any Party may execute this Agreement by signing any one counterpart. Receipt of a facsimile telecopy (followed promptly by an original executed counterpart) shall be deemed receipt of an original.

24. NOT RECORDABLE. This Agreement or any part hereof shall not be recorded in the public records of any county in the State of Florida; provided, however, that the foregoing shall not prohibit the filing of this Agreement in any court proceeding in which this Agreement is relevant.

25. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

26. JOINT PREPARATION. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this agreement shall not be more strictly construed against any one of the parties hereto.

27. PUBLIC RECORDS. Seller acknowledges that all documents of any kind to be provided to Buyer in connection with this Agreement may be public records and shall be treated as such pursuant to Section 119.0701, Florida Statutes, or other law.

28. NO WAIVER. Seller acknowledges that nothing in this Agreement shall constitute or be construed as a waiver of Buyer's limitations on liability contained in Section 768.28, Florida Statutes, or other law.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed on the respective dates set forth below.

Signed, sealed and delivered in the presence of:

Print name: Kathleen J. Horn

Print name: Roger A. Aman

SELLER

Travel Imagination LLC, a Florida limited liability company

By: R. Dirksen

Its: _____

Date executed: 27 June, 2019

Print name: Roger A. Aman

Print name: Tamara Harris

BUYER

Lakewood Ranch Stewardship District, a Florida independent special district

By: Rex E Jensen

Its _____

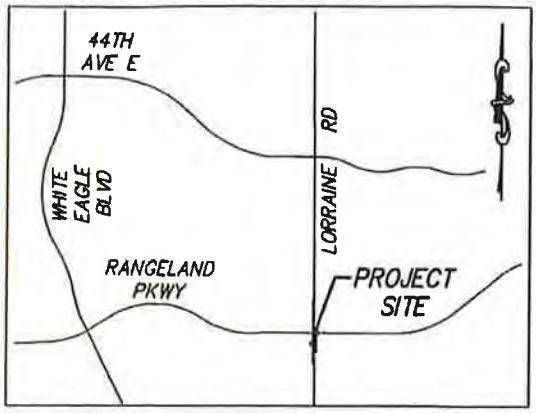
Date executed: June 28th, 2019

L:\SMR\land use\NE Quadrant\Lorraine Rd - Rangeland\PSA District to Travel Imagination\FINAL Travel Imaginations Purchase Sale Agreement.doc

EXHIBIT "A"
DESCRIPTION OF THE LAND

See sketch and legal description attached hereto and incorporated herein by reference.

EXHIBIT "A"



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2570, PAGE 4757 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1998.93 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ON SAID NORTH LINE, RUN SOUTH 89°31'20" EAST, A DISTANCE OF 653.19 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°07'22" EAST, A DISTANCE OF 20.00 FEET, TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2570, PAGE 4757; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 653.20 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13063.85 SQUARE FEET (0.300 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER ★ CERTIFICATE NO. 6890 ★ STATE OF FLORIDA ★ REGISTERED LAND SURVEYOR ★

6/04/2019
/RUSSELL S/ STRAYER — DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

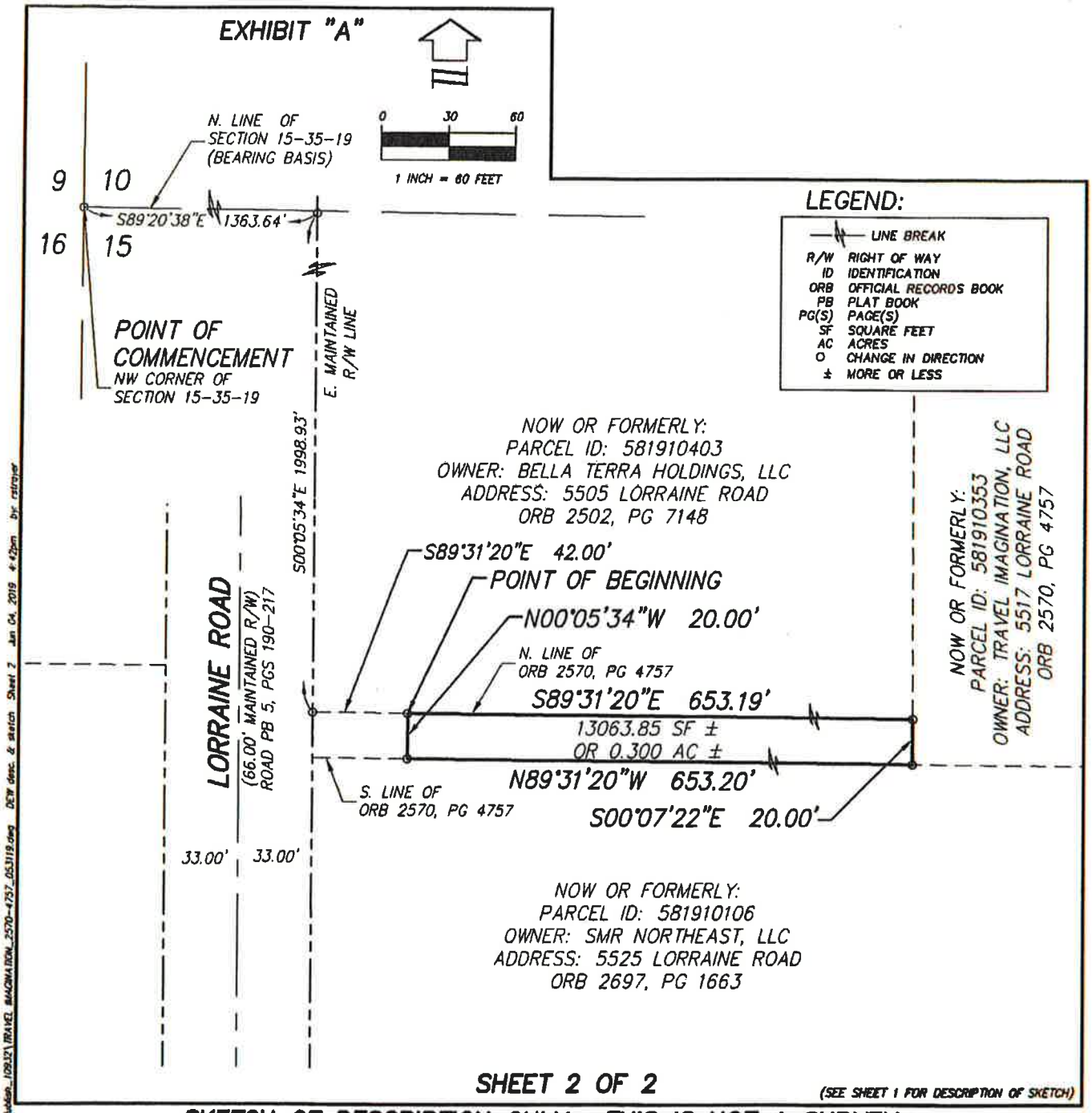
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 5/31/19
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: C:\Users\rstrayer\appdata\local\temp\AcPublish_10932\TRAVEL IMAGINATION_2570-4757_053119.dwg DCP desc. & sketch Sheet 1 Jun 04, 2019 4:42pm by: rstrayer



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 05/31/19
REV DATE:
SCALE: 1" = 60'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

AMENDED AND RESTATED

IMPROVEMENT CONSTRUCTION AGREEMENT

This Amended and Restated Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Rick and Wilma Chang, husband and wife, whose address is 5428 Lorraine Road, Bradenton FL 34211 ("Owner"), this the 19th day of November, 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on Attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A land to Manatee County, District is willing to construct the improvements at the time as set forth herein.

District and Owner entered into that certain Improvement Construction Agreement on May 15, 2019 ("Original Agreement") setting forth certain improvements District is to provide to Owner's retained lands. District and Owner desire to amend the Original Agreement so that Owner may timely close on the Exhibit A Land with Manatee County prior to the District completing said improvements.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. This Amended and Restated Improvement Construction Agreement shall supersede and replace the Original Agreement executed by Lakewood Ranch Stewardship District and Rick and Wilma Chang on May 15, 2019.

II. District will install the following improvements with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land, but will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Install a new field fence (hog wire) with gate at current driveway location. Fence, including 16' galvanized metal manually operated gate, will connect northern and southern property lines.
2. Install landscaping consisting of the following plants and/or trees: $1000 of Fakahatchee Grass and Bamboo along the eastern property line provided the owner can supply irrigation during the time frame of the Lorraine Road Intersection Improvements being made.
3. Install irrigation for the above landscaping consisting of the following: Drip or micro-jet irrigation for the above landscaping only. Provided owner can obtain an irrigation water source.

4. Provide a second driveway apron if Owner obtains appropriate permits and approvals for the second driveway apron from Manatee County during the construction of the Lorraine Road Intersection Improvements.
5. Install a new driveway apron (or two if Manatee County gives approval) to connect Owner's remaining lands to Lorraine Road, at a mutually agreed upon location and consisting of concrete.
6. Install a culvert to support such driveway consisting of a pipe sized by the project engineer.

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

Lakewood Ranch Stewardship District,
a special purpose form of local government.

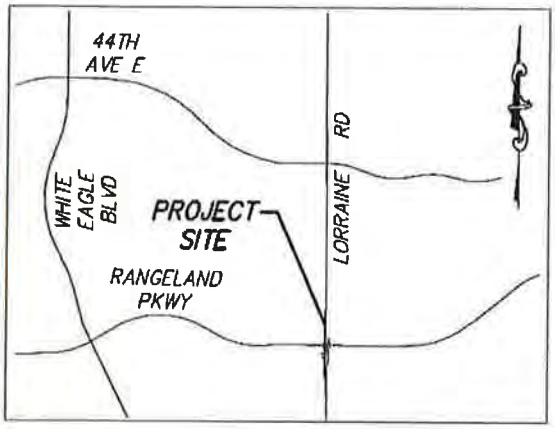
By: _____
Print Name REX E. JENSEN
Its: CHAIRMAN

Owner(s):

By: _____
Print Name RICK CHANG

By: _____
Print Name WILMA CHANG

EXHIBIT "A"



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2423, PAGE 6869 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1297.63 FEET TO A POINT ON THE WEST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 1319.53 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2423, PAGE 6869 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 316.06 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2423, PAGE 6869; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY LINE, RUN NORTH 89°28'40" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 316.07 FEET; THENCE RUN SOUTH 89°26'22" EAST, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,534 SQUARE FEET (0.196 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER ★ CERTIFICATE NO. 6890 ★ STATE OF FLORIDA ★ PROFESSIONAL SURVEYOR ★

12/27/18
RUSSELL S. STRAYER DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

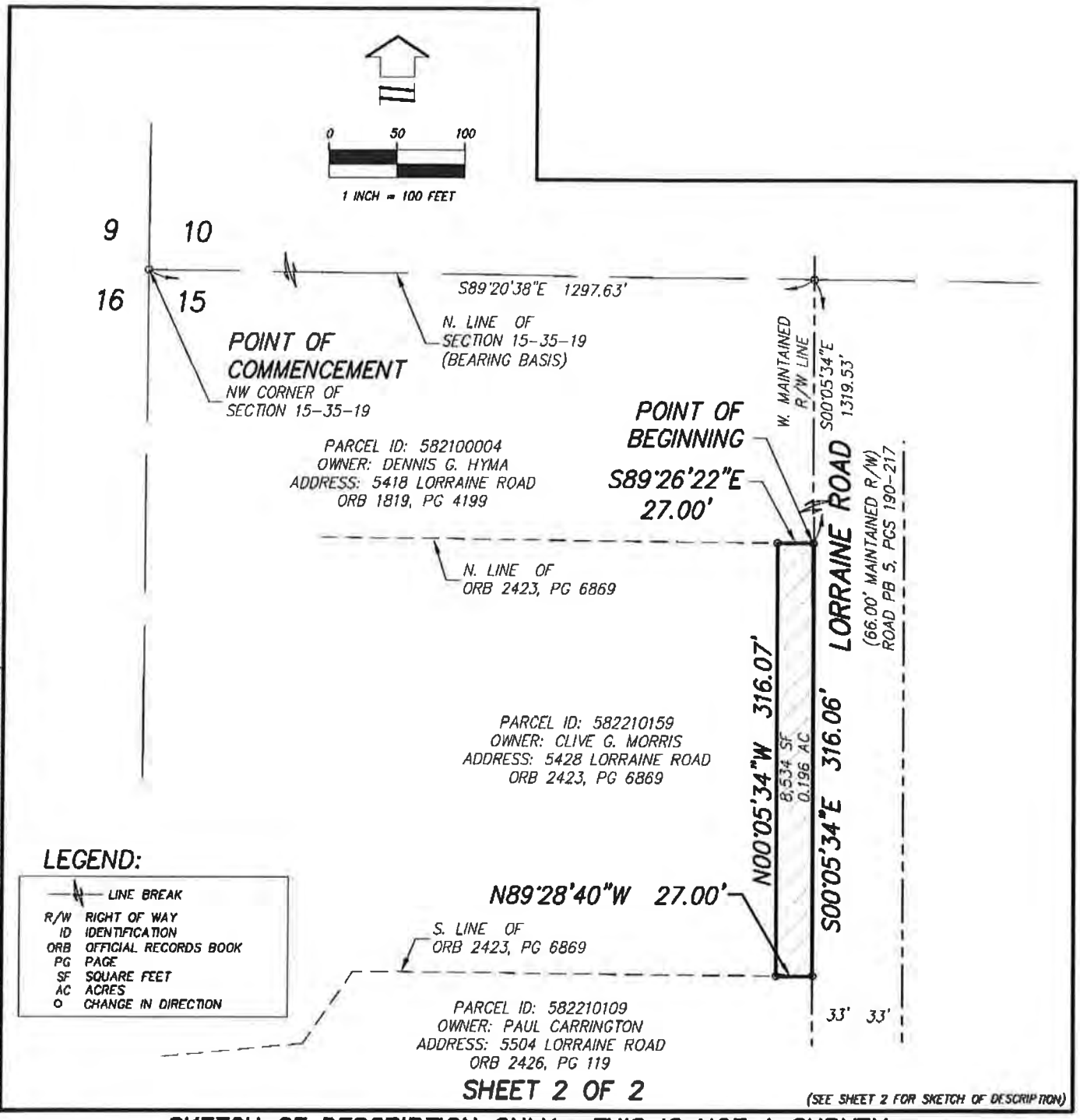
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9688
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil\50090479_2423-6869.dwg DEW desc. & sketch Sheet 1 Nov 14, 2018 9:28am by rhawthorne



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/08/18
REV DATE:
SCALE: 1" = 100'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil\50090479_2423-6869.dwg DEW desc. & sketch Sheet 1 Nov 14, 2018 9:27am by: rhawthorne

AMENDED AND RESTATED

IMPROVEMENT CONSTRUCTION AGREEMENT

This Amended and Restated Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Dennis and Janice Hyma, whose address is 5418 Lorraine Road, Bradenton FL 34211 ("Owner"), this the 20th day of November, 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on Attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A land to Manatee County, District is willing to construct the improvements at the time as set forth herein.

District and Owner entered into that certain Improvement Construction Agreement ("Original Agreement") setting forth certain improvements District is to provide to Owner's retained lands. District and Owner desire to amend the Original Agreement so that Owner may timely close on the Exhibit A Land with Manatee County prior to the District completing said improvements.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. This Amended and Restated Improvement Construction Agreement shall supersede and replace the Original Agreement executed by Lakewood Ranch Stewardship District and Dennis and Janice Hyma.

II. District will install the following improvements with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land, but will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Install a new fence to match existing style at Owner's driveway and relocate existing gate in accordance with the new right-of-way line. The fence will be installed along Owner's new easterly property line from the south property line to the north property line and will incorporate the new gate location. All relative internal fences will be adjusted to connect to the new fence.
2. Install a new driveway apron, consisting of concrete, to connect Owner's existing driveway to Lorraine Road in accordance with the new right-of-way line.
3. If Owner obtains the appropriate permits and approvals from Manatee County during the construction of the Lorraine Road Intersection Improvements, District shall install a second driveway apron to Lorraine Road at the southeast corner of Owner's

remaining lands where the District's engineer and Manatee County deem appropriate. If so approved by Manatee County, the second driveway apron will be concrete.

4. Construct a swale with culver(s) at the driveway(s), if consistent with the grading plan of the Intersection Improvements of Lorraine Road.
5. Refresh existing drive with maximum of 3" of shell

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

Lakewood Ranch Stewardship District,
a special purpose form of local government.

By: _____
Print Name REX E JENSEN
Its: CHAIRMAN

Owner(s):

By: _____
Print Name DENNIS G. HYMA

By: _____
Print Name Janice L. Hyma

EXHIBIT "A"

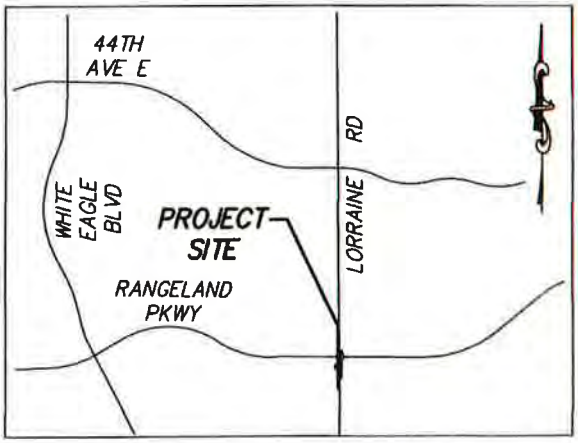
LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1819, PAGE 4199 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1297.63 FEET TO A POINT ON THE WEST LINE OF THE MAINTAINED RIGHT OF WAY LINE OF LORRAINE ROAD, (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY, A DISTANCE OF 854.50 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1819, PAGE 4199, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY, A DISTANCE OF 465.03 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1819, PAGE 4199; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY, RUN NORTH 89°26'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 27.00 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°05'34" WEST, A DISTANCE OF 465.03 FEET TO A POINT ON SAID NORTH LINE; THENCE RUN SOUTH 89°26'22" EAST ALONG SAID NORTH LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,554 SQUARE FEET (0.288 ACRES), MORE OR LESS.

RUSSELL S. STRAYER
CERTIFICATE
NO. 6890
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR



VICINITY MAP
(NOT TO SCALE)

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

2/26/2019
RUSSELL S. STRAYER — DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

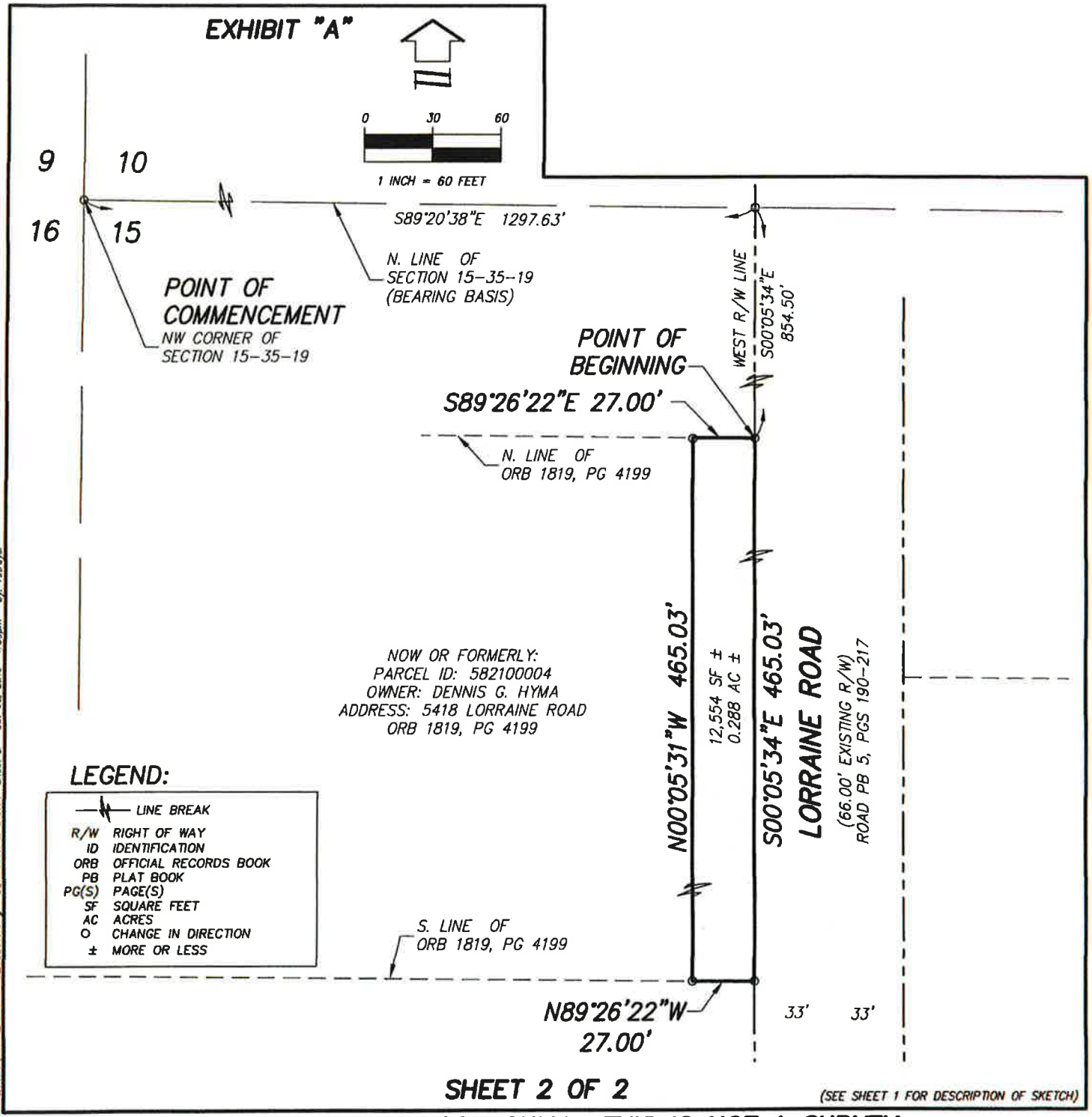
PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/07/18
REV DATE:
02/26/19
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: C:\Users\rstroyer\appdata\local\temp\AcPublish_5020\WMA_1819-4199_022619.dwg DEW desc. & sketch Sheet 1 Oct 08, 2019 4:39pm by: rstroyer

EXHIBIT "A"



LEGEND:

—//—	LINE BREAK
R/W	RIGHT OF WAY
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
SF	SQUARE FEET
AC	ACRES
O	CHANGE IN DIRECTION
±	MORE OR LESS

SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9670
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/07/18
REV DATE: 02/26/19
SCALE: 1" = 60'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: C:\Users\rstroyer\appdata\local\temp\AcPublish_5020\HYMA_1819-4199_022619.dwg DEW desc. & sketch Sheet 2 Oct 08, 2019 4:39pm by: rstroyer

AMENDED AND RESTATED

IMPROVEMENT CONSTRUCTION AGREEMENT

This Amended and Restated Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Chabad Lubavitch of Bradenton, Inc., a Florida Corporation, whose address is 5718 Lorraine Road, Bradenton, FL 34211 ("Owner"), this the 19th day of NOVEMBER 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on Attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A land to Manatee County, District is willing to construct the improvements at the time as set forth herein.

District and Owner entered into that certain Improvement Construction Agreement ("Original Agreement") setting forth certain improvements District is to provide to Owner's retained lands. District and Owner desire to amend the Original Agreement so that Owner may timely close on the Exhibit A Land with Manatee County prior to the District completing said improvements.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. This Amended and Restated Improvement Construction Agreement shall supersede and replace the Original Agreement executed by Lakewood Ranch Stewardship District and Chabad Lubavitch of Bradenton, Inc.

II. District will install the following improvements with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land, but will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Install a new field wire (hog wire) fence along Lorraine Road at the Owner's new eastern property line in accordance with the new right-of-way line.
2. Install or relocate landscaping consisting of existing shrubs (Walter's Viburnum) on the Owner's remaining lands adjacent to the Exhibit A Land.
3. Install or relocate the exiting irrigation for the above landscaping consistent with the type, number and scope of the existing irrigation.
4. If any trees over 4" DBH are removed during construction they will be replaced with 4-6" caliper Live Oaks.

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

Lakewood Ranch Stewardship District,
a special purpose form of local government.

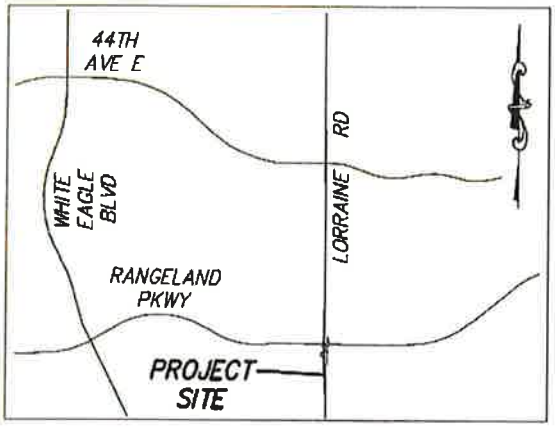
By: _____
Print Name REX E. JENSEN
Its: CHAIRMAN

Owner(s):

By: _____
Print Name MENACHEM BURICH

By: _____
Print Name _____

EXHIBIT "A"



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2367, PAGE 2085 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1297.63 FEET TO A POINT ON THE WEST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY, A DISTANCE OF 2972.73 FEET TO A POINT ON THE NORTH LINE OF SAID OFFICIAL RECORDS BOOK 2367, PAGE 2085 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°05'34" EAST ALONG SAID WEST MAINTAINED RIGHT OF WAY, A DISTANCE OF 52.47 FEET; THENCE DEPARTING SAID WEST MAINTAINED RIGHT OF WAY, RUN SOUTH 89°49'35" WEST, A DISTANCE OF 27.00 FEET; THENCE RUN NORTH 00°05'34" WEST, A DISTANCE OF 52.78 FEET TO A POINT ON SAID NORTH LINE OF OFFICIAL RECORDS BOOK 2367, PAGE 2085; THENCE RUN SOUTH 89°31'20" EAST ALONG SAID NORTH LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,421 SQUARE FEET (0.033 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER ★ CERTIFICATE NO. 6890 ★ STATE OF FLORIDA ★ REGISTERED LAND SURVEYOR ★

12/27/18
DATE

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

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

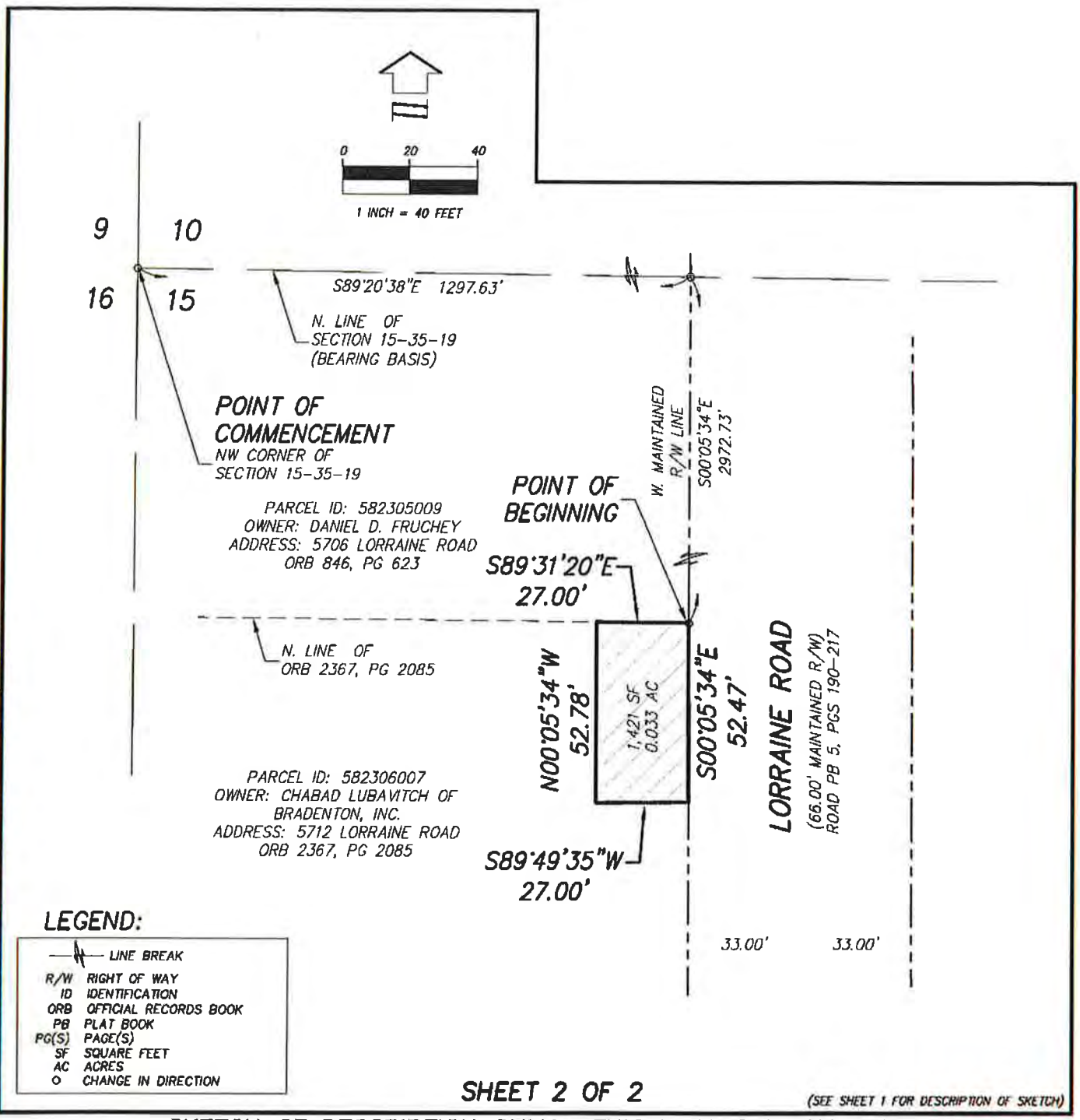
PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/10/18
REV DATE:
SCALE: N/A

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-DWG\50090_2367-2085.dwg DEW desc & sketch Sheet 1 Nov 14, 2018 10:45am by rhawthorne



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

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

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT SCHROEDER-MANATEE RANCH, INC.

DATE: 11/10/18
REV DATE:
SCALE: 1" = 40'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\Lorraine Road Right of Way\DWG-Civil3D\5009_2367-2085.dwg DEW desc & sketch Sheet 1 Nov 14, 2018 10:49am by: mawthorne

AMENDED AND RESTATED

IMPROVEMENT CONSTRUCTION AGREEMENT

This Amended and Restated Improvement Construction Agreement ("Agreement") is entered into by and between the Lakewood Ranch Stewardship District ("District") and Bella Terra Holdings, LLC, a Florida limited liability company, whose address is 5505 Lorraine Road, Bradenton FL 34211 ("Owner"), this the 19th day of November 2019.

District is in the process of constructing Rangeland Parkway from its current termination west of Lorraine Road to the east to Uihlein Road which will result in a crossing of Lorraine Road. In order to complete the intersection improvements at the intersection of Lorraine Road and Rangeland Parkway ("Intersection Improvements") that parcel of land owned by Owner and set forth on Attached **Exhibit "A"** is needed (the "Exhibit A Land"). Provided Owner enters into an agreement to transfer the Exhibit A land to Manatee County, District is willing to construct the improvements at the time as set forth herein.

District and Owner entered into that certain Improvement Construction Agreement ("Original Agreement") setting forth certain improvements District is to provide to Owner's retained lands. District and Owner desire to amend the Original Agreement so that Owner may timely close on the Exhibit A Land with Manatee County prior to the District completing said improvements.

NOW THEREFORE, in consideration of the mutual agreements set forth herein the parties agree as follows:

I. This Amended and Restated Improvement Construction Agreement shall hereby supersede and replace the Original Agreement executed by Lakewood Ranch Stewardship District and Bella Terra Holdings, LLC.

II. District will install the following improvements with the construction of the Intersection Improvements, which will occur after the closing with Manatee County on the Exhibit A Land, but will show such improvements on the construction plans for the Intersection Improvements prior to the obligation of the Owner to close on the transfer of the Exhibit A Land to Manatee County:

1. Install a new Field Fence (Hog Wire) along the newly created right-of-way line and relocate existing driveway apron locations.
2. District shall relocate existing driveway apron in accordance with the Lorraine Road Intersection Improvement plans.
3. Install a culvert to support such driveway to Lorraine Road in accordance with the approved Lorraine Road Intersection Improvement plans.
4. Install a new driveway apron to connect Owner's remaining lands to Lorraine Road at Manatee County approved location and consisting of concrete.
5. If District acquires the existing driveway strip of land from Travel Imaginations prior to the pouring of curb on Rangeland Parkway, District will provide a 30' access

easement to Owner over such lands and install a new driveway apron from Rangeland Parkway.

6. Install a culvert to support such driveway to Rangeland Parkway in accordance with the approved Lorraine Road Intersection Improvement plans.

III. Owner grants to District, its employees, contractors or representatives the right to enter onto Owner's lands from which the Exhibit A Land will be acquired in order to install the above improvements.

IV. District shall indemnify Owner for any damages or losses that Owner may incur as a result of District's activities on the Owner's lands.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

District:

Lakewood Ranch Stewardship District,
a special purpose form of local government.

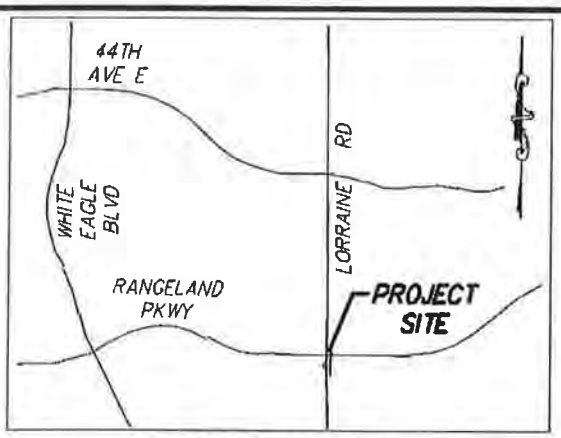
By: _____
Print Name REX E. JENSEN
Its: CHAIRMAN

Owner(s):

By: _____
Print Name Paul Barbosa

By: _____
Print Name _____

EXHIBIT "A"



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2502, PAGE 7148 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE RUN SOUTH 89°20'38" EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1363.64 FEET TO A POINT ON THE EAST LINE OF THE MAINTAINED RIGHT OF WAY OF LORRAINE ROAD (A MAINTAINED RIGHT OF WAY PER ROAD PLAT BOOK 5, PAGES 190 THROUGH 217, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA); THENCE RUN SOUTH 00°05'34" EAST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 1917.94 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST MAINTAINED RIGHT OF WAY, RUN NORTH 89°54'26" EAST, A DISTANCE OF 42.00 FEET; THENCE RUN SOUTH 00°05'34" EAST, A DISTANCE OF 81.42 FEET TO A POINT ON THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 2502, PAGE 7148; THENCE RUN NORTH 89°31'20" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 42.00 FEET TO A POINT ON AFORESAID EAST MAINTAINED RIGHT OF WAY; THENCE RUN NORTH 00°05'34" WEST ALONG SAID EAST MAINTAINED RIGHT OF WAY, A DISTANCE OF 81.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,411 SQUARE FEET (0.078 ACRES) MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, BEING SOUTH 89°20'38" EAST.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

RUSSELL S. STRAYER
CERTIFICATE NO. 6890
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

2/1/19
RUSSELL S. STRAYER DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 6890
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
-OF-
A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

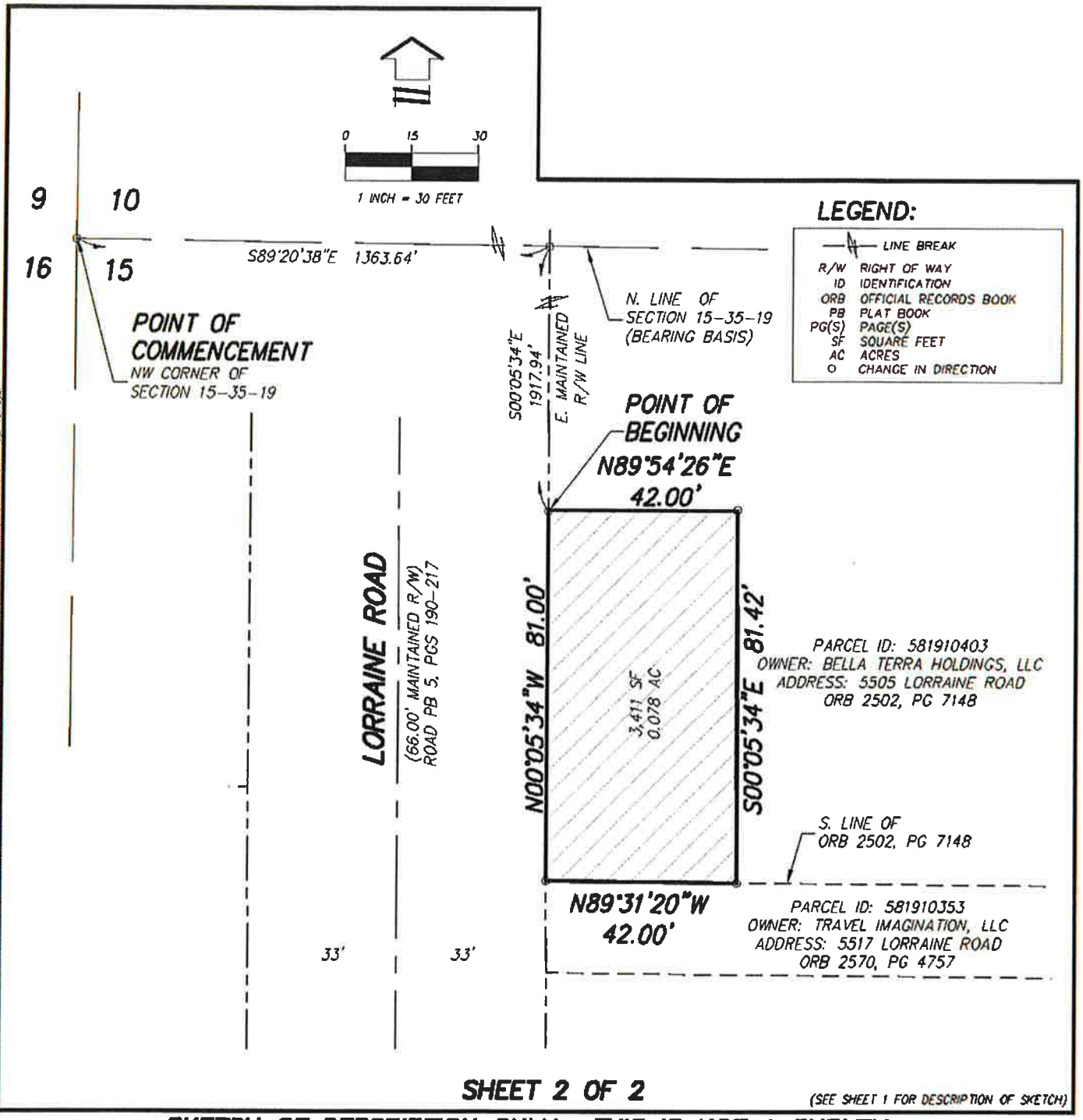
Dewberry
2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9671
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:
LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/12/18
REV DATE: 01/29/19
SCALE: N/A

PROJ: 50090479
DRAWN BY: ROH
CHECKED BY: RSS

Drawing name: S:\50090479 LWSD - Rangeland Pkwy\Survey\Legal Docs\04-OC 11\dtl\2502-7148 111418\2502-7148_012919.dwg Oct 01, 2019 @ 3:10pm by rsinger



SHEET 2 OF 2

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

A PORTION OF LAND BEING LOCATED IN SECTION 15, TOWNSHIP 35 SOUTH, RANGE 19 EAST.

MANATEE COUNTY FLORIDA

Dewberry

2201 CANTU COURT SUITE 107
SARASOTA, FLORIDA 34232
PHONE: 941.702.9671
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

LAKEWOOD RANCH STEWARDSHIP DISTRICT
SCHROEDER-MANATEE RANCH, INC.

DATE: 11/12/18
REV DATE: 01/29/19
SCALE: 1" = 30'

PROJ: 50090479
DRAWN BY: RDH
CHECKED BY: RSS

Drawing name: S:\50090479 LWSD - Rangeland Pkwy\Survey\Legal Docs\04-DC 11148\2502-7148 11148\2502-7148_012919.dwg DEW desc. & sketch Sheet 1 Feb 01, 2019 9:31am by rstroyer

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Bid Award for Academic Avenue and Lighterwood Trail Roadway Improvement

LAKEWOOD RANCH
STEWARDSHIP DISTRICT

Award Recommendation Letter and Bid Tabulation

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

November 7, 2019

Via: E-Mail (rex.jensen@smrranch.com)

File: 215615343 210

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Attn: **Mr. Rex Jensen**
Chairman of the Board

Reference: **Academic Avenue and Lighterwood Trail Roadway Improvements**
Contract Recommendation

Dear Mr. Jensen:

On November 1, 2019, we received and opened six bids from Lakewood Ranch Stewardship District's pre-qualified firms for the Academic Avenue and Lighterwood Trail Roadway Improvements project. We received bids from E.T. MacKenzie of Florida, Inc., Frederick Derr & Company, Inc., RyanGolf Corporation, Woodruff & Sons, Inc., Westra Construction Corp, and Watson Civil Construction. Attached is a tabulation of the bids received.

Frederick Derr & Company, Inc. submitted the lowest Base Bid for $2,780,893.90. We have reviewed the bid package provided and determined that it is responsive, and we find the Contractor acceptable to perform the work on this project based on the information received.

Therefore, we recommend that Lakewood Ranch Stewardship District award the contract to Frederick Derr & Company, Inc. for the total bid of $2,780,893.90.

If you have any questions or comments, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

Keith E. Litzell, P.E.
Project Manager
Tel: (941) 907-6900
E-Mail: keith.litzell@stantec.com

Enclosure

C: Bob Simmons, LWR Development LLC
Mike Blackrick, LWR Development LLC
Roger Aman, LWR Development LLC
Kathy Horn, LWR Development LLC
Robert Fakhri, PE, DMK Associates

Approved by LWRSD Board

_____

_____
Date

Stantec

Bid Tabulation

Academic Avenue and Lighterwood Trail

	Ryan Golf	Frederick Derr	Woodruff	Watson Civil	ET MacKenzie	Westra
General	$435,682.00	$316,318.00	$448,417.36	$660,460.64	$444,157.00	$761,917.00
Earthwork	$376,283.66	$307,494.05	$452,441.49	$432,693.90	$494,296.25	$375,597.75
Roadways	$1,294,734.55	$1,294,184.90	$1,393,752.19	$1,421,198.95	$1,783,511.50	$1,491,080.45
Drainage	$644,725.55	$533,850.20	$613,033.33	$555,779.45	$770,472.00	$596,877.55
Potable Water	$214,462.00	$199,728.65	$245,886.72	$234,395.00	$239,832.00	$296,706.35
Irrigation	$123,335.00	$108,177.80	$133,255.49	$159,190.00	$122,810.00	$132,562.45
Pavement Marking	$25,499.05	$21,140.30	$47,822.30	$36,282.20	$28,485.15	$27,307.75
Total	**$3,114,721.81**	**$2,780,893.90**	**$3,334,608.88**	**$3,500,000.14**	**$3,883,563.90**	**$3,682,049.30**

Stantec

Academic Avenue and Lighterwood Trail

General			Ryan Gall		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Mobilization	1	LS	$71,400.00	$71,400.00	$1,375.00	$1,375.00	$98,725.17	$98,725.17	$347,703.64	$347,703.64	$53,350.00	$53,350.00	$394,000.00	$394,000.00
2" Conduit (Material & Install)	1,000	LF	$7.00	$7,000.00	$8.05	$8,050.00	$6.67	$6,670.00	$9.00	$9,000.00	$4.50	$4,500.00	$4.00	$4,000.00
4" Conduit (Material & Install)	1,000	LF	$8.85	$8,850.00	$9.75	$9,750.00	$7.97	$7,970.00	$11.00	$11,000.00	$7.20	$7,200.00	$8.50	$8,500.00
6" Conduit (Material & Install)	1,000	LF	$11.00	$11,000.00	$11.45	$11,450.00	$9.55	$9,550.00	$15.00	$15,000.00	$10.00	$10,000.00	$8.35	$8,350.00
Construction Stakeout (includes collection of As-Built data to Manatee County Standards)	1	LS	$64,000.00	$64,000.00	$30,200.00	$30,200.00	$60,729.36	$60,729.36	$5,000.00	$5,000.00	$77,385.00	$77,385.00	$66,000.00	$66,000.00
Temporary Emergency & Construction Entrance	1	LS	$6,750.00	$6,750.00	$3,580.00	$3,580.00	$2,417.96	$2,417.96	$3,575.00	$3,575.00	$8,365.00	$8,365.00	$14,600.00	$14,600.00
Plug Irrigation Monitoring Wells	100	LF	$20.00	$2,000.00	$75.00	$7,500.00	$49.32	$4,932.00	$110.00	$11,000.00	$64.00	$6,400.00	$15.70	$1,570.00
Existing Irrigation Pipe Removal	1,000	LF	$10.50	$10,500.00	$5.00	$5,000.00	$9.05	$9,050.00	$10.00	$10,000.00	$32.00	$32,000.00	$7.65	$7,650.00
Performance & Payment Bond	1	LS	$34,000.00	$34,000.00	$33,230.00	$33,230.00	$16,719.20	$16,719.20	$40,000.00	$40,000.00	$28,550.00	$28,550.00	$27,700.00	$27,700.00
Extended Warranty Bond	1	LS	$6,000.00	$6,000.00	$1.00	$1.00	$13,338.00	$13,338.00	$1,500.00	$1,500.00	$12,125.00	$12,125.00	$17,165.00	$17,165.00
Street Lighting	1	LS	$204,182.00	$204,182.00	$204,182.00	$204,182.00	$214,402.49	$214,402.49	$204,182.00	$204,182.00	$204,182.00	$204,182.00	$204,182.00	$204,182.00
Street Lighting Sub-Consultant Management	1	LS	$10,000.00	$10,000.00	$2,000.00	$2,000.00	$3,913.18	$3,913.18	$2,500.00	$2,500.00	$100.00	$100.00	$10,200.00	$10,200.00
		General Grand Total =		$435,682.00		$316,318.00		$448,417.36		$660,460.64		$444,152.00		$761,817.00

Stantec

Academic Avenue and Lighterwood Trail

Earthwork			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Clearing and Grubbing	19.65	AC	$2,500.00	$49,125.00	$970.00	$19,060.50	$2,821.19	$55,436.38	$4,344.00	$85,359.60	$2,510.00	$49,321.50	$1,700.00	$33,405.00
Finish Grading	1	LS	$59,000.00	$59,000.00	$33,955.00	$33,955.00	$47,894.08	$47,894.08	$50,000.00	$50,000.00	$99,520.00	$99,520.00	$26,700.00	$26,700.00
Excavation Only - Pond A (Insitu Measure)	23,092	CY	$2.50	$57,730.00	$2.40	$55,420.80	$3.66	$84,516.72	$3.00	$69,276.00	$4.70	$108,532.40	$3.60	$83,131.20
Excavation Only - Pond B (Insitu Measure)	3,321	CY	$2.50	$8,302.50	$2.15	$7,140.15	$3.82	$12,686.22	$3.00	$9,963.00	$2.80	$9,298.80	$3.90	$12,951.90
Excavation Only - Swales (Insitu Measure)	5,391	CY	$3.45	$18,598.95	$3.05	$16,442.55	$4.49	$24,205.59	$3.00	$16,173.00	$2.50	$13,477.50	$4.55	$24,529.05
Fill from Stockpile East of Pond 31 to be hauled (Truck I	18,215	CY	$2.75	$50,091.25	$1.90	$34,608.50	$2.03	$36,976.45	$3.00	$54,645.00	$2.80	$51,002.00	$3.25	$59,198.75
Fill from SMR Borrow pit to be hauled (Truck Measure)	1	CY	$6.50	$6.50	$10.75	$10.75	$5.40	$5.40	$15.00	$15.00	$25.00	$25.00	$14.80	$14.80
Place and Compact (Compacted Measure)	36,372	CY	$0.55	$20,004.60	$0.80	$29,097.60	$1.81	$65,833.32	$1.00	$36,372.00	$0.60	$21,823.20	$0.70	$25,460.40
Sod (including swales)	34,721	SY	$2.16	$74,997.36	$2.55	$88,538.55	$2.46	$85,413.66	$2.30	$79,858.30	$2.90	$100,690.90	$2.20	$76,386.20
Hydroseed	13,233	SY	$0.50	$6,616.50	$0.30	$3,969.90	$0.65	$8,601.45	$0.50	$6,616.50	$0.65	$8,601.45	$0.65	$8,601.45
Inlet Protection System	1	LS	$6,500.00	$6,500.00	$1,240.00	$1,240.00	$6,729.42	$6,729.42	$2,025.00	$2,025.00	$1,825.00	$1,825.00	$1,855.00	$1,855.00
Silt Fence	9,735	LF	$1.35	$13,142.25	$1.10	$10,708.50	$1.94	$18,885.90	$2.00	$19,470.00	$1.90	$18,496.50	$1.70	$16,549.50
Erosion Control Maintenance	9,735	LF	$1.25	$12,168.75	$0.75	$7,301.25	$0.54	$5,256.90	$0.30	$2,920.50	$1.20	$11,682.00	$0.70	$6,814.50
Earthwork Grand Total =				$376,283.66		$307,494.05		$452,441.49		$432,693.90		$494,296.25		$375,597.75

Stantec

Academic Avenue and Lighterwood Trail

Roadways & Pavement			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
2" Type S-I Asphaltic Concrete (First Lift)	24,960	SY	$9.50	$237,120.00	$8.95	$223,392.00	$9.61	$239,865.60	$9.10	$227,136.00	$12.50	$312,000.00	$9.65	$240,864.00
1" Type S-III (Second Lift)	24,960	SY	$5.50	$137,280.00	$5.20	$129,792.00	$5.58	$139,276.80	$5.20	$129,792.00	$7.00	$174,720.00	$5.60	$139,776.00
Road Base (FDOT Optional Group 9)	24,960	SY	$15.95	$398,112.00	$17.15	$428,064.00	$14.97	$373,651.20	$14.15	$353,184.00	$21.00	$524,160.00	$17.65	$440,544.00
12" Stabilized Subgrade (Min. LBR 40)	27,775	SY	$7.25	$201,368.75	$6.85	$190,258.75	$10.42	$289,415.50	$10.70	$297,192.50	$14.00	$388,850.00	$10.00	$277,750.00
Handicap Ramp (complete with Tactile Surface)	8	EA	$755.00	$6,040.00	$645.00	$5,160.00	$1,126.42	$9,011.36	$1,150.00	$9,200.00	$1,025.00	$8,200.00	$880.00	$7,040.00
Concrete Sidewalk - 5 feet	2,122	SY	$32.40	$68,752.80	$28.65	$60,795.30	$32.62	$69,219.64	$35.00	$74,270.00	$37.00	$78,514.00	$38.25	$81,166.50
Concrete Sidewalk - 8 feet	3,450	SY	$31.50	$108,675.00	$28.65	$98,842.50	$32.62	$112,539.00	$35.00	$120,750.00	$37.00	$127,650.00	$38.25	$131,962.50
Concrete Curb & Gutter FDOT Type "F"	7,627	LF	$10.00	$76,270.00	$12.25	$93,430.75	$11.59	$88,396.93	$15.35	$117,074.45	$12.50	$95,337.50	$12.35	$94,193.45
Concrete Curb Type "F" Modified	7,408	LF	$8.25	$61,116.00	$8.70	$64,449.60	$9.77	$72,376.16	$12.50	$92,600.00	$10.00	$74,080.00	$10.50	$77,784.00
Roadways & Pavement Grand Total=				$1,294,734.55		$1,294,184.90		$1,393,752.19		$1,421,198.95		$1,783,511.50		$1,491,080.45

Stantec

Academic Avenue and Lighterwood Trail

Drainage			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
18" RCP	995	LF	$45.00	$44,775.00	$40.00	$39,800.00	$51.08	$50,824.60	$48.00	$47,760.00	$61.00	$60,695.00	$47.15	$46,914.25
24" RCP	2,101	LF	$60.00	$126,060.00	$58.05	$121,963.05	$70.99	$149,149.99	$55.00	$115,555.00	$86.00	$180,686.00	$61.20	$128,581.20
30" RCP	520	LF	$96.00	$49,920.00	$80.30	$41,756.00	$92.64	$48,172.80	$80.00	$41,600.00	$112.00	$58,240.00	$85.55	$44,486.00
36" RCP	102	LF	$126.00	$12,852.00	$102.50	$10,455.00	$114.56	$11,685.12	$110.00	$11,220.00	$141.00	$14,382.00	$135.60	$13,831.20
29"x45" ERCP	175	LF	$178.00	$31,150.00	$144.00	$25,200.00	$144.31	$25,254.25	$130.00	$22,750.00	$175.00	$30,625.00	$191.45	$33,503.75
24" Mitered End	1	EA	$2,000.00	$2,000.00	$1,730.00	$1,730.00	$2,617.81	$2,617.81	$1,410.00	$1,410.00	$1,970.00	$1,970.00	$1,215.00	$1,215.00
29"x45" Mitered End	1	EA	$3,600.00	$3,600.00	$3,695.00	$3,695.00	$4,568.35	$4,568.35	$2,930.00	$2,930.00	$4,065.00	$4,065.00	$4,615.00	$4,615.00
18" RCP Endwall	2	EA	$1,800.00	$3,600.00	$1,080.00	$2,160.00	$1,380.02	$2,760.04	$1,120.00	$2,240.00	$1,720.00	$3,440.00	$2,012.00	$4,024.00
24" RCP Endwall	2	EA	$2,000.00	$4,000.00	$1,275.00	$2,550.00	$1,415.46	$2,830.92	$1,155.00	$2,310.00	$1,855.00	$3,710.00	$2,048.00	$4,096.00
30" RCP Endwall	2	EA	$2,250.00	$4,500.00	$1,455.00	$2,910.00	$1,794.16	$3,588.32	$1,190.00	$2,380.00	$2,410.00	$4,820.00	$2,092.00	$4,184.00
36" RCP Endwall	1	EA	$2,500.00	$2,500.00	$1,725.00	$1,725.00	$1,881.59	$1,881.59	$1,250.00	$1,250.00	$2,560.00	$2,560.00	$2,384.00	$2,384.00
29"x45" Endwall	1	EA	$2,750.00	$2,750.00	$1,735.00	$1,735.00	$2,036.36	$2,036.36	$1,385.00	$1,385.00	$2,645.00	$2,645.00	$2,060.00	$2,060.00
6" Underdrain	6,253	LF	$25.35	$158,513.55	$16.70	$104,425.10	$17.27	$107,989.31	$20.65	$129,124.45	$32.00	$200,096.00	$22.55	$141,005.15
Underdrain Cleanout	70	EA	$350.00	$24,500.00	$500.00	$35,000.00	$385.05	$26,953.50	$400.00	$28,000.00	$604.00	$42,280.00	$280.00	$19,600.00
Grate Inlet Type "D" OCS	2	EA	$5,000.00	$10,000.00	$4,940.00	$9,880.00	$5,243.23	$10,486.46	$2,685.00	$5,370.00	$6,240.00	$12,480.00	$4,969.00	$9,938.00
FDOT curb Inlet Type 5 - "P" Bottom	4	EA	$5,600.00	$22,400.00	$4,450.00	$17,800.00	$5,452.36	$21,809.44	$4,480.00	$17,920.00	$5,650.00	$22,600.00	$4,778.00	$19,112.00
FDOT curb Inlet Type 6 - "P" Bottom	12	EA	$6,100.00	$73,200.00	$4,930.00	$59,160.00	$6,605.85	$79,270.20	$4,670.00	$56,040.00	$5,765.00	$69,180.00	$5,198.00	$62,376.00
FDOT curb Inlet Type 6 -"J" Bottom	2	EA	$6,400.00	$12,800.00	$5,425.00	$10,850.00	$6,147.94	$12,295.88	$5,590.00	$11,180.00	$6,790.00	$13,580.00	$5,448.00	$10,896.00
FDOT Type "8" Manhole - "P" Bottom	2	EA	$4,820.00	$9,640.00	$3,385.00	$6,770.00	$5,145.12	$10,290.24	$4,000.00	$8,000.00	$4,130.00	$8,260.00	$4,464.00	$8,928.00
FDOT Type 8 manhole - "J" Bottom	1	EA	$4,820.00	$4,820.00	$3,580.00	$3,580.00	$4,881.76	$4,881.76	$3,780.00	$3,780.00	$3,720.00	$3,720.00	$4,087.00	$4,087.00
Rip-Rap (Ditch Lining)	47	TN	$95.00	$4,465.00	$121.15	$5,694.05	$163.38	$7,678.86	$225.00	$10,575.00	$179.00	$8,413.00	$108.00	$5,076.00
Rip-Rap (Endwall)	80	TN	$146.00	$11,680.00	$121.15	$9,692.00	$161.90	$12,952.00	$225.00	$18,000.00	$179.00	$14,320.00	$98.00	$7,840.00
Storm Sewer Testing (per Manatee County Standards)	1	LS	$25,000.00	$25,000.00	$15,320.00	$15,320.00	$13,055.53	$13,055.53	$15,000.00	$15,000.00	$7,705.00	$7,705.00	$18,125.00	$18,125.00
	Drainage Grand Total =			$444,725.55		$533,850.20		$613,033.33		$555,779.45		$770,472.00		$594,877.55

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Academic Avenue and Lighterwood Trail

Potable Water			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" PVC (DR-18) Water Main	264	LF	$17.00	$4,488.00	$18.10	$4,778.40	$23.45	$6,190.80	$20.00	$5,280.00	$19.00	$5,016.00	$43.70	$11,536.80
6" Gate Valve Assembly	2	EA	$1,650.00	$3,300.00	$1,270.00	$2,540.00	$1,443.69	$2,887.38	$1,350.00	$2,700.00	$1,330.00	$2,660.00	$1,530.00	$3,060.00
8" PVC (DR-18) Water Main	2,715	LF	$20.00	$54,300.00	$20.55	$55,793.25	$24.14	$65,540.10	$25.00	$67,875.00	$22.00	$59,730.00	$44.35	$120,410.25
8" Gate Valve Assembly	4	EA	$2,000.00	$8,000.00	$1,620.00	$6,480.00	$1,779.02	$7,116.08	$1,750.00	$7,000.00	$1,755.00	$7,020.00	$2,080.00	$8,320.00
12" PVC (DR-18) Water Main	968	LF	$36.50	$35,259.00	$33.50	$32,361.00	$35.66	$34,447.56	$35.00	$33,810.00	$40.00	$38,640.00	$36.55	$35,307.35
12" x 8" D.I.P. Reducer	1	EA	$700.00	$700.00	$405.00	$405.00	$551.19	$551.19	$480.00	$480.00	$546.00	$546.00	$417.00	$417.00
12" Gate Valve Assembly	4	EA	$3,150.00	$12,600.00	$2,645.00	$10,580.00	$2,882.53	$11,530.12	$2,750.00	$11,000.00	$2,990.00	$11,960.00	$2,794.00	$11,176.00
12" D.I.P Class 350 Water Main	210	LF	$69.00	$14,490.00	$63.50	$13,335.00	$67.02	$14,074.20	$75.00	$15,750.00	$58.00	$12,180.00	$70.30	$14,763.00
12" PVC (DR-18) Casing Water Main	180	LF	$60.00	$10,800.00	$41.95	$7,551.00	$77.93	$14,027.40	$70.00	$12,600.00	$75.00	$13,500.00	$111.50	$20,070.00
2" Temporary Blow-Off Assembly	2	EA	$9,400.00	$18,800.00	$8,955.00	$17,910.00	$8,776.98	$17,553.96	$8,200.00	$16,400.00	$9,785.00	$19,570.00	$8,088.00	$16,176.00
Fire Hydrant, Complete	5	EA	$5,825.00	$29,125.00	$5,450.00	$27,250.00	$5,772.59	$28,862.95	$5,550.00	$27,750.00	$6,600.00	$33,000.00	$5,914.00	$29,570.00
Connect to Existing Water Main	1	LS	$1,200.00	$1,200.00	$9,470.00	$9,470.00	$11,291.29	$11,291.29	$1,750.00	$1,750.00	$1,550.00	$1,550.00	$3,980.00	$3,980.00
Potable Water Main Fittings	1	LS	$6,200.00	$6,200.00	$5,330.00	$5,330.00	$16,524.66	$16,524.66	$20,000.00	$20,000.00	$8,675.00	$8,675.00	$5,030.00	$5,030.00
Chlorination & Pressure Testing	1	LS	$15,200.00	$15,200.00	$5,945.00	$5,945.00	$15,289.03	$15,289.03	$12,000.00	$12,000.00	$25,785.00	$25,785.00	$16,890.00	$16,890.00
Potable Water Grand Total =				$214,442.00		$199,728.65		$245,886.72		$234,395.00		$239,832.00		$294,704.35

Stantec

Academic Avenue and Lighterwood Trail

Irrigation			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" PVC (DR-18) Irrigation Main	1,042	LF	$16.00	$16,672.00	$13.60	$14,171.20	$18.45	$19,224.90	$20.00	$20,840.00	$16.00	$16,672.00	$17.80	$18,547.60
6" D.I.P Class 350 Irrigation Main	205	LF	$35.00	$7,175.00	$35.10	$7,195.50	$48.40	$9,922.00	$45.00	$9,225.00	$35.00	$7,175.00	$32.25	$6,611.25
2" Irrigation Temporary Blow-Off Assembly	2	EA	$3,100.00	$6,200.00	$2,150.00	$4,300.00	$2,555.73	$5,111.46	$8,200.00	$16,400.00	$2,005.00	$4,010.00	$2,910.00	$5,820.00
6" Irrigation Gate Valve Assembly	4	EA	$1,650.00	$6,600.00	$1,270.00	$5,080.00	$1,443.69	$5,774.76	$1,350.00	$5,400.00	$1,330.00	$5,320.00	$1,540.00	$6,240.00
6" PVC (DR-18) Irrigation Main	2,761	LF	$20.00	$55,220.00	$19.10	$52,735.10	$21.40	$59,085.40	$25.00	$69,025.00	$21.00	$57,981.00	$21.60	$59,637.60
6" D.I.P. Class 350 Irrigation Main	84	LF	$52.00	$4,368.00	$54.00	$4,536.00	$56.73	$4,765.32	$65.00	$5,460.00	$43.00	$3,612.00	$58.75	$4,935.00
8" Irrigation Gate Valve Assembly	4	EA	$2,000.00	$8,000.00	$1,650.00	$6,600.00	$1,779.02	$7,116.08	$1,710.00	$6,840.00	$1,755.00	$7,020.00	$1,884.00	$7,536.00
Irrigation Fittings	1	LS	$11,000.00	$11,000.00	$8,750.00	$8,750.00	$14,484.18	$14,484.18	$17,500.00	$17,500.00	$13,585.00	$13,585.00	$9,129.00	$9,129.00
Connect to Existing Irrigation Main	1	LS	$1,750.00	$1,750.00	$910.00	$910.00	$3,340.91	$3,340.91	$1,500.00	$1,500.00	$1,550.00	$1,550.00	$2,246.00	$2,246.00
Irrigation Main Testing	1	LS	$6,350.00	$6,350.00	$3,900.00	$3,900.00	$4,430.48	$4,430.48	$7,000.00	$7,000.00	$5,885.00	$5,885.00	$11,860.00	$11,860.00
	Irrigation Grand Total=			$123,335.00		$108,177.80		$133,255.49		$159,190.00		$122,810.00		$132,542.45

Stantec

Academic Avenue and Lighterwood Trail

Pavement Marking			Ryan Golf		Frederick Derr		Woodruff		Watson Civil		ET MacKenzie		Westra	
Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6" Solid White Line (Thermoplastic)	7,388	LF	$0.90	$6,649.20	$0.75	$5,541.00	$1.21	$8,939.48	$1.00	$7,388.00	$1.00	$7,388.00	$1.25	$9,235.00
6" White 10'-30' Skip Line with RPM's @ 40' O.C. (Thermo	6,320	LF	$0.30	$1,896.00	$0.20	$1,264.00	$1.21	$7,647.20	$1.95	$12,324.00	$0.25	$1,580.00	$0.45	$2,844.00
6" White 2'-4' Skip Line (Thermoplastic)	211	LF	$0.30	$63.30	$0.20	$42.20	$1.32	$278.52	$1.00	$211.00	$0.25	$52.75	$1.35	$284.85
6" Solid Yellow Line (Thermoplastic)	5,960	LF	$0.90	$5,364.00	$0.75	$4,470.00	$1.21	$7,211.60	$1.00	$5,960.00	$1.00	$5,960.00	$0.80	$4,768.00
Solid White Special Emphasis Crosswalk (Thermoplastic	771	LF	$4.05	$3,122.55	$3.50	$2,698.50	$16.56	$12,767.76	$4.50	$3,469.50	$4.80	$3,700.80	$3.60	$2,775.60
24" Solid White Stop Bar Line (Thermoplastic)	62	LF	$5.00	$310.00	$4.30	$266.60	$7.73	$479.26	$6.75	$418.50	$5.80	$359.60	$4.45	$275.90
White Arrow Marking & "Only" Text (Thermoplastic)	24	EA	$205.00	$4,920.00	$175.00	$4,200.00	$320.21	$7,685.04	$130.00	$3,120.00	$242.00	$5,808.00	$182.00	$4,368.00
Bike Lane Marking (Thermoplastic)	10	EA	$285.00	$2,850.00	$240.00	$2,400.00	$276.04	$2,760.40	$330.00	$3,300.00	$330.00	$3,300.00	$249.00	$2,490.00
Yellow Reflective Paint on Island Nose	24	LF	$13.50	$324.00	$10.75	$258.00	$2.21	$53.04	$3.80	$91.20	$14.00	$336.00	$11.10	$266.40
Pavement Marking Grand Total =				$25,499.05		$21,140.30		$47,822.30		$36,282.20		$28,485.15		$27,307.75

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Resolution 2020-13

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lakewood Ranch Stewardship District (the "District"), is a local unit of special-purpose government established pursuant to Chapter 2005-338, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

WHEREAS, the District has solicited bids from prequalified contractors interested in providing construction services related to the Academic Avenue and Lighterwood Trail Roadway Improvements project (the "Project"); and

WHEREAS, the District has received and evaluated bids from six (6) prequalified contractors interested in providing those services; and

WHEREAS, Frederick Derr & Company, Inc. submitted a responsive bid with the lowest bid amount (the "Contractor"); and

WHEREAS, in the best interest of the District, the Board desires to award a contract to the Contractor.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT:

SECTION 1. All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The bid submitted by the Contractor is the bid which best serves the interests of the District.

SECTION 3. The Contractor shall be awarded a contract for construction services for the Project.

SECTION 4. The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 6th day of December, 2019.

ATTEST:

BOARD OF SUPERVISORS OF THE LAKEWOOD RANCH STEWARDSHIP DISTRICT

_____
Secretary/Assistant Secretary

_____
Tony Chiofalo, Vice Chairman

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Draw Requests

(provided under separate cover)

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Compilation Report

Lakewood Ranch Stewardship District
Statements of Assets, Liabilities and Fund Balances - Modified Cash Basis
October 31, 2019

	Current Month	Prior Month	Variance
ASSETS			
Current Assets			
Cash-Operating Account	$ 22,880	$ 79,528	(56,648)
Due from Land Owner	433,798	159,420	274,378
Utilities Deposits	700	700	0
Total Assets	$ 457,378	$ 239,648	217,730
LIABILITIES AND FUND BALANCES			
Current Liabilities			
Accounts Payable	$ 439,252	$ 221,111	218,141
Northern Trust Credit Card	413	821	(408)
Total Current Liabilities	439,665	221,932	217,733
Fund Balance			
Retained Earnings - Prior Year	17,713	17,716	(3)
Surplus (Deficit) for the Period	0	0	0
Total Fund Balance	17,713	17,716	(3)
Total Liabilities & Fund Balance	$ 457,378	$ 239,648	217,730

No assurance is provided on these financial statements.

Lakewood Ranch Stewardship District
Statements of Revenues, Expenditures and Fund Balances - Modified Cash Basis
For the One Month Ended October 31, 2019

Full Year Budget		Current Actual	Current Budget	Current Variance	Y-T-D Actual	Y-T-D Budget	Y-T-D Variance
	SOURCES OF FUNDS						
641,172	Assessments - NE	$ 20,528	$ 53,431	(32,903)	$ 20,528	$ 53,431	(32,903)
1,852,414	Assessments - Northwest	5,024	154,368	(149,344)	5,024	154,368	(149,344)
1,611,033	Assessments - Southeast	5,489	134,253	(128,764)	5,489	134,253	(128,764)
408,258	Assessments - Sarasota	0	34,022	(34,022)	0	34,022	(34,022)
3,061,057	Landowner Contributions	524,378	255,088	269,290	524,378	255,088	269,290
1,000	Other Revenue	0	83	(83)	0	83	(83)
7,574,934	Total - Sources of Funds	555,419	631,245	(75,826)	555,419	631,245	(75,826)
	USES OF FUNDS						
	GENERAL AND ADMINISTRATIVE						
8,000	Insurance	7,500	667	(6,833)	7,500	667	(6,833)
15,000	Meeting Advertising	1,026	1,250	224	1,026	1,250	224
70,000	Engineering	15,639	5,833	(9,806)	15,639	5,833	(9,806)
30,000	Bond Agent Fees	16,547	2,500	(14,047)	16,547	2,500	(14,047)
100,000	Legal Fees	175	8,333	8,158	175	8,333	8,158
32,000	Accounting	0	2,667	2,667	0	2,667	2,667
150,000	Lien Book and Tax Roll	0	12,500	12,500	0	12,500	12,500
17,000	Annual Audit	0	1,417	1,417	0	1,417	1,417
100,000	Trustee	599	8,333	7,734	599	8,333	7,734
108,000	Manager	11,208	9,000	(2,208)	11,208	9,000	(2,208)
1,500	Postage	359	125	(234)	359	125	(234)
1,500	Printing and Reproduction	0	125	125	0	125	125
3,810	Other Current Charges	32	318	286	32	318	286
22,000	Dues, Licenses & Subscritions	0	1,833	1,833	0	1,833	1,833
658,810	Total General & Administrative	53,085	54,901	1,816	53,085	54,901	1,816
	RESERVES						
152,578	Reserves	0	12,715	12,715	0	12,715	12,715
152,578	Total Reserves	0	12,715	12,715	0	12,715	12,715
	MAINTENANCE						
300,000	Maintenance Management Fee	0	25,000	25,000	0	25,000	25,000
383,400	General & Park Maintenance	36,781	31,951	(4,830)	36,781	31,951	(4,830)
96,240	Community Service Admin Fee	0	8,020	8,020	0	8,020	8,020
3,626,087	Contracted Landscape & Irrigation	235,284	302,175	66,891	235,284	302,175	66,891
901,000	Non-Contracted Landscape & Irrig	88,410	75,082	(13,328)	88,410	75,082	(13,328)
1,016,846	Irrigation for Master Landscaping	74,819	84,738	9,919	74,819	84,738	9,919
241,500	Environmental	57,530	20,124	(37,406)	57,530	20,124	(37,406)
55,273	Utilities	5,479	4,605	(874)	5,479	4,605	(874)
143,200	Other Maintenance	4,031	11,934	7,903	4,031	11,934	7,903
6,763,546	Total - Maintenance	502,334	563,629	61,295	502,334	563,629	61,295
7,574,934	Total Uses of Funds	555,419	631,245	75,826	555,419	631,245	75,826
0	**Surplus (Deficit) for the Period**	$ 0	$ 0	0	$ 0	$ 0	0

No assurance is provided on these financial statements.

Lakewood Ranch Stewardship District
Statements of Revenues, Expenditures, and Fund Balances - Modified Cash Basis
NORTHEAST SECTOR
For the One Month Ended October 31, 2019

Full Year Budget		Current Actual	Current Budget	Current Variance	Y-T-D Actual	Y-T-D Budget	Y-T-D Variance
	MASTER LANDSCAPING & IRRIGATION REPAIRS CONTRACTS						
24,740	Post Blvd & SR70 Intersection	$ 2,954	$ 2,062	(892)	$ 2,954	$ 2,062	(892)
17,032	59th Ave-Lorraine to Post Blvd	2,062	1,419	(643)	2,062	1,419	(643)
5,830	NE SR70 & Lorraine Rd Intersec	0	486	486	0	486	486
173,473	Uihlein Road	28,845	14,456	(14,389)	28,845	14,456	(14,389)
1,200	Lakebank and Swale Mowing	0	100	100	0	100	100
92,000	Lorraine Corners	7,820	7,667	(153)	7,820	7,667	(153)
50,000	Future Roads	6,080	4,167	(1,913)	6,080	4,167	(1,913)
140,000	44th Ave from Lorraine to Bour	0	11,667	11,667	0	11,667	11,667
40,000	Post Blvd. from 59th Ave to Ra	0	3,333	3,333	0	3,333	3,333
70,910	Uihlein Rd.: 44th Ave. to SR64	0	5,909	5,909	0	5,909	5,909
120,000	Rangeland Pkwy.: Uihlein Rd. t	0	10,000	10,000	0	10,000	10,000
127,379	Bourneside Blvd.: SR70 to SR64	0	10,615	10,615	0	10,615	10,615
84,000	Rangeland Pkwy.; Lorraine Rd.	0	7,000	7,000	0	7,000	7,000
946,564	Total	47,761	78,881	31,120	47,761	78,881	31,120
	NON CONTRACTED LANDSCAPING & IRRIGATION REPAIRS						
46,000	Irrigation Repairs - NE	42	3,833	3,791	42	3,833	3,791
40,000	Plant Replacement - NE	0	3,333	3,333	0	3,333	3,333
34,000	Mulching - NE	0	2,833	2,833	0	2,833	2,833
76,000	Tree Trimming	0	6,333	6,333	0	6,333	6,333
6,000	Other Landscape Maintenance	8,793	500	(8,293)	8,793	500	(8,293)
202,000	Total	8,835	16,832	7,997	8,835	16,832	7,997
	IRRIGATION FOR MASTER LANDSCAPING						
8,868	Irrigation-Mthly. Meter Charge	718	739	21	718	739	21
150,000	Irrigation - Utilization - NE	11,290	12,500	1,210	11,290	12,500	1,210
158,868	Total	12,008	13,239	1,231	12,008	13,239	1,231
	ENVIRONMENTAL						
16,000	Lake maint.-lakes outside comm	1,333	1,333	0	1,333	1,333	0
800	Mitigation monitor. & maint-NE	0	67	67	0	67	67
1,500	Littoral Shelf Plantings - NE	0	125	125	0	125	125
12,000	Conservation areas - NE	0	1,000	1,000	0	1,000	1,000
30,300	Total	1,333	2,525	1,192	1,333	2,525	1,192
	UTILITIES						
100	Manatee Co. Utilities	0	8	8	0	8	8
1,273	Peace River Utilities	1,031	106	(925)	1,031	106	(925)
1,373	Total	1,031	114	(917)	1,031	114	(917)
	OTHER MAINTENANCE						
12,000	Drainage Maintenance - NE	0	1,000	1,000	0	1,000	1,000
10,000	Storm Clean-Up - NE	0	833	833	0	833	833
0	Sanitary Sewer - NE	150	0	(150)	150	0	(150)
3,200	Hardscapes - NE	150	267	117	150	267	117
1,200	Miscellaneous Maintenance - NE	0	100	100	0	100	100
26,400	Total	300	2,200	1,900	300	2,200	1,900
1,365,505	**TOTAL NORTHEAST SECTO**	**$ 71,268**	**$ 113,791**	**42,523**	**$ 71,268**	**$ 113,791**	**42,523**

No assurance is provided on these financial statements.

Lakewood Ranch Stewardship District
Statements of Revenues, Expenditures, and Fund Balances - Modified Cash Basis
NORTHWEST SECTOR
For the One Month Ended October 31, 2019

Full Year Budget		Current Actual	Current Budget	Current Variance	Y-T-D Actual	Y-T-D Budget	Y-T-D Variance
	MASTER LANDSCAPING & IRRIGATION REPAIRS CONTRACTS						
96.000	WhiteEagle - SR70 to Rangelnd	$ 7,889	$ 8,000	111	$ 7,889	$ 8,000	111
68.000	Rangeland- LWRBlvd to WhiteEag	5,588	5,667	79	5,588	5,667	79
37.000	Kent Lake & Lake Bank Maint	3,083	3,083	0	3,083	3,083	0
85.000	44th- LWR Blvd To WhiteEagle	6,996	7,083	87	6,996	7,083	87
30.000	Malachite - LWR Blvd to White	2,352	2,500	148	2,352	2,500	148
15.450	Lake Bank mowing	3,293	1,288	(2,005)	3,293	1,288	(2,005)
22.800	Rangelnnd-WhiteEagle to Esplan	1,900	1,900	0	1,900	1,900	0
48.000	SR70 & LWR BLVD entrance	3,900	4,000	100	3,900	4,000	100
88.000	LWR Blvd.; Malachite to SR64	6,933	7,333	400	6,933	7,333	400
42.000	White Eagle/Malachite to 44th	3,436	3,500	64	3,436	3,500	64
164,800	White Eagle/44th to Gatewood	13,473	13,733	260	13,473	13,733	260
20.000	White Eagle/Gatewood to SR64	0	1,667	1,667	0	1,667	1,667
7.440	Silver Palm Blvd	140	620	480	140	620	480
53.560	Wood Fern Trail	0	4,463	4,463	0	4,463	4,463
48.500	Gatewood Drive	4,041	4,042	1	4,041	4,042	1
40.000	44th Ave/White Eagle to Indigo	3,004	3,333	329	3,004	3,333	329
14.000	44th Ave from Indigo to Lorr	1,150	1,167	17	1,150	1,167	17
30.000	Silver Falls	4,604	2,500	(2,104)	4,604	2,500	(2,104)
80.000	117th Street	7,217	6,667	(550)	7,217	6,667	(550)
26.000	Rangeland Pkwy. from Esplanade	0	2,167	2,167	0	2,167	2,167
1,016,550	Total	78,999	84,713	5,714	78,999	84,713	5,714
	NON CONTRACTED LANDSCAPING & IRRIGATION REPAIRS						
62.000	Irrigation Repairs - NW	7,419	5,167	(2,252)	7,419	5,167	(2,252)
42.000	Plant Replacement - NW	4,045	3,500	(545)	4,045	3,500	(545)
100,000	Mulching - NW	4,159	8,333	4,174	4,159	8,333	4,174
64.000	Tree Trimming	1,950	5,333	3,383	1,950	5,333	3,383
8,000	Other Landscape Maintenance	2,030	667	(1,363)	2,030	667	(1,363)
276,000	Total	19,603	23,000	3,397	19,603	23,000	3,397
	IRRIGATION FOR MASTER LANDSCAPING						
8.610	Irrigation-Mthly Meter Charge	718	718	0	718	718	0
310.000	Irrigation - Utilization - NW	24,855	25,833	978	24,855	25,833	978
318,610	Total	25,573	26,551	978	25,573	26,551	978
	ENVIRONMENTAL						
32.000	Lake maint.-lakes outside comm	2,667	2,667	0	2,667	2,667	0
75.000	Conservation areas - NW	20,300	6,250	(14,050)	20,300	6,250	(14,050)
107.000	Total	22,967	8,917	(14,050)	22,967	8,917	(14,050)
	UTILITIES						
900	FPL - NW	57	75	18	57	75	18
24.000	Peace River Utilities	2,246	2,000	(246)	2,246	2.000	(246)
24.900	Total	2,303	2,075	(228)	2,303	2.075	(228)
	OTHER MAINTENANCE						
14.000	Drainage Maintenance - NW	1,167	1,167	0	1,167	1,167	0
1.000	Sanitary Sewer - NW	0	83	83	0	83	83
32.000	Hardscapes - NW	0	2,667	2,667	0	2,667	2,667
4.000	Signs - NW	0	333	333	0	333	333
1,200	Miscellaneous Maintenance - NW	549	100	(449)	549	100	(449)
52.200	Total	1,716	4,350	2,634	1,716	4,350	2,634
1,795,260	**TOTAL NORTHWEST SECTOR**	**$ 151,161**	**$ 149,606**	**(1,555)**	**$ 151,161**	**$ 149,606**	**(1,555)**

No assurance is provided on these financial statements.

Lakewood Ranch Stewardship District
Statements of Revenues, Expenditures, and Fund Balances - Modified Cash Basis
SARASOTA SECTOR
For the One Month Ending October 31, 2019

Full Year Budget		Current Actual	Current Budget	Current Variance	Y-T-D Actual	Y-T-D Budget	Y-T-D Variance
	MASTER LANDSCAPING & IRRIGATION REPAIRS CONTRACTS						
160,000	Deer Drive	$ 21,156	$ 13,333	(7,823)	$ 21,156	$ 13,333	(7,823)
172,000	Lorraine Road: University Pkwy	14,042	14,333	291	14,042	14,333	291
120,000	LWR Blvd: Comm Blvd to Deer Dr	0	10,000	10,000	0	10,000	10,000
41,200	Lorraine Rd;South Boundary	4,680	3,433	(1,247)	4,680	3,433	(1,247)
200,000	Future Roads	0	16,667	16,667	0	16,667	16,667
693,200	Total	39,878	57,766	17,888	39,878	57,766	17,888
	NON CONTRACTED LANDSCAPING & IRRIGATION REPAIRS						
20,000	Irrigation Repairs - SRQ	318	1,667	1,349	318	1,667	1,349
30,000	Plant Replacement - SRQ	560	2,500	1,940	560	2,500	1,940
60,000	Mulching - SRQ	21,541	5,000	(16,541)	21,541	5,000	(16,541)
40,000	Tree Trimming	0	3,333	3,333	0	3,333	3,333
10,000	Other Landscape Maintenance	4,150	833	(3,317)	4,150	833	(3,317)
160,000	Total	26,569	13,333	(13,236)	26,569	13,333	(13,236)
	IRRIGATION FOR MASTER LANDSCAPING						
8,868	Irrigation-Mthly Meter Charge	718	739	21	718	739	21
200,000	Irrigation - Utilization - SRQ	8,543	16,667	8,124	8,543	16,667	8,124
208,868	Total	9,261	17,406	8,145	9,261	17,406	8,145
	ENVIRONMENTAL						
12,000	Lake maint.-lakes outside comm	225	1,000	775	225	1,000	775
2,200	Littoral Shelf Plantings - SRQ	0	183	183	0	183	183
16,000	Conservation areas - SRQ	0	1,333	1,333	0	1,333	1,333
30,200	Total	225	2,516	2,291	225	2,516	2,291
	UTILITIES						
28,000	FPL - SRQ	2,025	2,333	308	2,025	2,333	308
28,000	Total	2,025	2,333	308	2,025	2,333	308
	OTHER MAINTENANCE						
12,000	Drainage Maintenance - SRQ	0	1,000	1,000	0	1,000	1,000
2,000	Sanitary Sewer - SRQ	0	167	167	0	167	167
10,000	Hardscapes - SRQ	0	833	833	0	833	833
2,000	Miscellaneous Maintenance - SR	0	167	167	0	167	167
26,000	Total	0	2,167	2,167	0	2,167	2,167
1,146,268	**TOTAL SARASOTA SECTOR**	**$ 77,958**	**$ 95,521**	**17,563**	**$ 77,958**	**$ 95,521**	**17,563**

No assurance is provided on these financial statements.

Lakewood Ranch Stewardship District
Statements of Revenues, Expenditures, and Fund Balances - Modified Cash Basis
SOUTHEAST SECTOR
For the One Month Ended October 31, 2019

Full Year Budget		Current Actual	Current Budget	Current Variance	Y-T-D Actual	Y-T-D Budget	Y-T-D Variance
	MASTER LANDSCAPING & IRRIGATION REPAIRS CONTRACTS						
350,000	U Pkwy /Lorraine to Concession	$ 8,750	$ 29,167	20,417	$ 8,750	$ 29,167	20,417
204,000	The Masters Ave. Extension	19,444	17,000	(2,444)	19,444	17,000	(2,444)
105,000	Lorraine Rd.- East Side	8,750	8,750	0	8,750	8,750	0
20,173	CDD allocation/UP & Lorraine	17,310	1,681	(15,629)	17,310	1,681	(15,629)
108,000	Bournside Blvd Masters to SR70	4,290	9,000	4,710	4,290	9,000	4,710
12,600	Covenant Way	1,050	1,050	0	1,050	1,050	0
110,000	Masters Ave from Players Dr	9,051	9,167	116	9,051	9,167	116
60,000	Bourneside Blvd from Masters	0	5,000	5,000	0	5,000	5,000
969,773	Total	68,645	80,815	12,170	68,645	80,815	12,170
	NON CONTRACTED LANDSCAPING & IRRIGATION REPAIRS						
65,000	Irrigation Repairs - SE	6,821	5,417	(1,404)	6,821	5,417	(1,404)
100,000	Plant Replacement - SE	22,811	8,333	(14,478)	22,811	8,333	(14,478)
60,000	Mulching - SE	0	5,000	5,000	0	5,000	5,000
30,000	Tree Trimming	0	2,500	2,500	0	2,500	2,500
8,000	Other Landscape Maintenance	3,771	667	(3,104)	3,771	667	(3,104)
263,000	Total	33,403	21,917	(11,486)	33,403	21,917	(11,486)
	IRRIGATION FOR MASTER LANDSCAPING						
10,500	Irrigation-Mthly Meter Charge	718	875	157	718	875	157
320,000	Irrigation - Utilization - SE	27,259	26,667	(592)	27,259	26,667	(592)
330,500	Total	27,977	27,542	(435)	27,977	27,542	(435)
	ENVIRONMENTAL						
4,000	Lake maint.-lakes outside comm	725	333	(392)	725	333	(392)
70,000	Conservation areas - SE	32,280	5,833	(26,447)	32,280	5,833	(26,447)
74,000	Total	33,005	6,166	(26,839)	33,005	6,166	(26,839)
	UTILITIES						
1,000	FPL - SE	120	83	(37)	120	83	(37)
1,000	Total	120	83	(37)	120	83	(37)
	OTHER MAINTENANCE						
2,000	Roads and sidewalks - SE	0	167	167	0	167	167
20,000	Drainage Maintenance - SE	2,015	1,667	(348)	2,015	1,667	(348)
5,000	Sanitary Sewer - SE	0	417	417	0	417	417
10,000	Hardscapes - SE	0	833	833	0	833	833
1,200	Miscellaneous Maintenance - SE	0	100	100	0	100	100
400	Telephone-Irrigation, Sewer-SE	0	33	33	0	33	33
38,600	Total	2,015	3,217	1,202	2,015	3,217	1,202
1,676,873	**TOTAL SOUTHEAST SECTOR**	**$ 165,165**	**$ 139,740**	**(25,425)**	**$ 165,165**	**$ 139,740**	**(25,425)**

No assurance is provided on these financial statements.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Engineer's Report

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Specific Authorization No. 83
Stantec

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

June 13, 2019

Via: E-Mail and Hand Delivery
(rex.jensen@smrranch.com)

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, Florida 34202

Attn: **Mr. Rex Jensen**
Chairman

Reference: **Specific Authorization No. 83**
Services Associated with Lakewood Ranch Stewardship District
Traffic Signal Design – Lorraine Road at Rangeland Parkway

Dear Mr. Jensen:

As requested, enclosed is Exhibit B83 for services to provide services for the traffic signal design at Lorraine Road and Rangeland Parkway in Lakewood Ranch.

This Specific Authorization (SA) includes the design, permitting, bid, and construction phase associated with the project. Construction Plans will be prepared and submitted to Manatee County for Construction Plan approval.

If you should have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

Richard A. Stiles, AICP
Senior Project Manager
Tel: (813) 223-9500
E-Mail: richard.stiles@stantec.com

Francisco B. Domingo, P.E.
Senior Project Manager
Tel: (941) 225-6182
E-Mail: frank.domingo@stantec.com

Enclosure

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Specific Authorization No. 83
Exhibit B83

Traffic Signal Design – Lorraine Road at Rangeland Parkway

June 13, 2019

Further Description of Basic Engineering Services and Related Matters

1.0 Description of Work

Work includes the design, permitting, bid and construction phase services for this project. Plans, permits and bid documents will be prepared in one (1) plan set and it is assumed that the project will be constructed in one phase.

- See Attachment A

2.0 Items to be furnished by Owner

- Topographic, site data and other materials related to project

3.0 Definition of Work Products

- Construction Plans (one set of plans)

4.0 Schedule

- Attachment B

5.0 Fee Proposal

- See Attachment C

Accepted this _____ day of _____, 2019.

_____

Mr. Rex Jensen
Chairman
Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT A – Traffic Signal Design – Lorraine Road at Rangeland Parkway

TRAFFIC SIGNAL DESIGN SERVICES

Task 210 - Research and Data Collection

Stantec will collect pertinent topographic and site data and other materials related to the project objectives from Client and other available sources as described below. Stantec will review and use the information as necessary for design and permitting the following:

- Existing permits
- Existing as-builts and/or design plans
- Right-of-way and easements
- Existing utilities
- General topographic information
- Street lighting and traffic signal standards and specifications

Stantec will meet with Manatee County to obtain specific guidelines and criteria for the evaluation and development of the project. Stantec will coordinate traffic signal design standards with Manatee County as the operating/ maintaining entity.

Design will incorporate CCTV cameras, advance detection and Bluetooth travel-time measuring equipment consistent with Manatee County Standards. The design will also provide for fiber-optic interconnect for future connection to the County fiber network.

Stantec will coordinate public utility assessment and coordination with private utilities.

Stantec will coordinate with Client's roadway consultant, Dewberry, to obtain current plans for proposed Lorraine Road improvements.

Task 220 - Survey and Geotechnical Services

Topographic Survey (not included)

Topographic survey services are to be provided by Stantec under a separate work assignment. No topographic survey, right-of-way mapping or easement sketches are included in this scope.

Geotechnical Services

Stantec will contract with an independent subconsultant for geotechnical investigations for the scope of improvements required by Client. Stantec will coordinate with and furnish plans to subconsultant to perform the required testing and to complete the Final Geotechnical Report.

Task 230 - Design and Preparation of Construction Plans

Stantec will create signal design plans for the Project. This location is under the operational jurisdiction of Manatee County, with design approval authority also residing with Manatee County.

A field visit by a Stantec engineer will be performed to verify information and collect data about the characteristics of nearby roadway. Stantec engineers will meet with County, Client and Client's roadway design consultant to discuss signal design requirements for permanent traffic signal designs. One (1) meeting has been assumed for this task.

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Once the signal design parameters have been discussed with the County and the Client, Stantec will prepare 30% plans showing preliminary locations of the following items:

- Traffic signal poles and heads
- Traffic signal controller cabinet
- Traffic signal conduit
- Electrical service connection point
- Turn lane improvements

Stantec will submit 30% and 60% package to the County for preliminary approval. Once approved, Stantec will incorporate comments and develop the 90% design package containing the following sheets:

- Title Sheet
- General Notes Sheets
- Tabulation of Quantities Sheets
- Traffic Signal Layout Sheet
- Lighting Sheets
- Turn Lane Improvements Sheets
- Pavement Markings and Ramps Layout Sheet (if required)
- Charts and Details Sheets
- FDOT Standard Sheets

Stantec will submit the 90% design package to the County for review. Once review comments are received, a final design package will be prepared to address review comments. A summary of quantities and engineer's opinion of probable cost will also be prepared along with the final design package.

The design sheets will be printed on 11" x 17" size sheets of standard paper or delivered as electronic PDF files.

PLAN SHEETS	# Sheets (original)	30%	60%	90%	100%
Cover Sheet	1	P	P	C	F
Miscellaneous Details and Notes	2	---	P	C	F
Traffic Signal (1" = 20')	4	P	P	C	F
Tabulation of Quantities	1	---	---	C	F
Lighting	2	---	P	C	F
Turn Lanes	2	P	P	C	F
Signing and Marking Plans (1" = 40')	1	---	P	C	F
Maintenance of Traffic (1" = 40')	1	---	P	C	F
Best Management Plan	1	---	---	---	F
TOTAL	10		---	---	---
P = Preliminary; C = Complete but subject to change; F= Final; --- = N/A					

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Task 240 – Utilities Design (Optional as Needed)

It is anticipated that there will not be any public utility relocation as a result of this project. Stantec will review the survey data, predesign SUE data, and record drawing information available to verify existing utility locations and attempt to avoid any conflict between utilities and proposed signal improvements. If any utility relocation is identified, and cannot be avoided, a separate utility relocation design and permitting task will be negotiated with the Client.

Stantec will coordinate with private utility companies to locate existing utilities. Stantec will attempt to avoid any conflicts that will require relocation of existing private utilities. Where relocation of existing utilities cannot reasonably be avoided, Stantec will coordinate efforts with private utility companies to facilitate the relocations.

Task 250 - Bid Phase Services

Stantec will prepare construction bid documents. The bid documents will be prepared using industry standard format, and will include front-end documentation, construction contract, quantity bid schedule, technical specifications, and general conditions of construction. Stantec will assist the Client with issuing the project for bid, and respond to bidders' request for additional information. Stantec will schedule and conduct the bid opening, evaluate the bids and make recommendation for award to the Client.

Task 260 - Construction Phase Services

Construction Management and Administration

It shall be the responsibility of Stantec to provide services as necessary to administer the construction contract in the manner so as to assure that the project is constructed in substantial conformity with the plans, specifications, and contract provisions.

Stantec shall schedule a pre-construction meeting with the contractor and other stakeholders, and conduct regularly scheduled progress meetings.

Stantec shall be required to observe the contractor during the various operations performed to ensure the materials and methods used by the contractor shall conform to the plans and specifications of the contract.

Stantec shall advise Client and Manatee County of any omissions, substitutions, defects, and deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the consultant shall, in no way, relieve the contractor of responsibility for the satisfactory performance of the construction contract.

Inspection Services (Part-Time)

Stantec shall, in general, perform inspection services in accordance with Client's and Manatee County's standard procedures and practices.

Stantec shall verify that the sampling and testing of component materials and completed work items is carried out in substantial conformance with the project specifications. Stantec shall review test reports and verify that follow-up testing is performed in the event of failing tests. The sampling and testing will be performed by the geotechnical firm retained by the contractor, including drill shaft inspection per FDOT CTQP requirements. Testing responsibilities will be as defined in the contract documents. Stantec will coordinate and request the services of the contractor's geotechnical consultant as needed during the project.

Part-time inspection is anticipated for the remainder of the project improvements; 15 hours per week is included for budgeting purposes.

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Stantec shall perform the management engineering services necessary to properly coordinate the activities of the parties involved in accomplishing completion of the project. Stantec shall maintain complete, accurate records of activities and events relating to the project; to properly document significant changes to the project; to provide interpretations of the plans, specifications, and contract provisions; to make recommendations to Client and Manatee County to resolve disputes which arise in relation to the construction contract; and to maintain an adequate level of surveillance of the contractor's activities. Stantec shall also perform any other management engineering services normally assigned to a project engineer that are required to fulfill its responsibilities under the agreement. All recordation and documentation will be in accordance with Client's and/or Manatee County's procedures, formats, and content.

Stantec will coordinate with the contractor for the determination of substantial and final completion, including walk-throughs with contractor, Client, County, and other stakeholders. Stantec will review as-builts and other close out documentation in order to successfully close out the project and close out permits.

Construction is anticipated to be completed in one month active construction, not including time for procurement.

Task 950 - Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

(hereinafter called the "SERVICES")

EXCLUDED SERVICES

The following items are not included in this Scope of Services:

- Hazardous waste studies
- Environmental studies
- Topographic survey and related services
- Engineering design services during construction which are not specifically a part of this scope of services
- Permit application and fees
- Full time Inspection Services (CEI)

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT B – Traffic Signal Design – Lorraine Road at Rangeland Parkway

SCHEDULE

Task/Description	Days (Task)	Days (Cumulative)
Notice to Proceed	0	0
Research and Data Collection	30*	30
Geotech	30*	30
Design – 30%	45	75
County Review – 30%	30	105
Design – 60%	20	125
County Review – 60%	30	155
Design – 90%	15	170
County Review – 90%	30	200
Final Plans for Bid/ Construction	5	205
Bidding	30	235
Contracting	30	265
Construction Notice to Proceed	0	265
Shop Drawings/ Procurement	90	355
Construction	30	385
Substantial Completion	0	385
Final Completion	30	415
Project Close Out	15	430

* Concurrent tasks

Note: Start dates schedule are to be determined by the Client.

Revised Exhibit B83 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT C – Traffic Signal Design – Lorraine Road at Rangeland Parkway

Fee Proposal

Task	Services	Fee Type	Fee Amount
210	Research and Data Collection	Fixed	$ 5,600
220	Survey/ Geotech Services		
	Geotechnical Services (Subconsultant)	T/M*	(est.) $ 4,500
	Subtotal Survey/ Geotech		$ 4,500
230	Prep of Construction Plans		
	Traffic Signal Design	Fixed	$ 33,500
	Turn Lane Design	Fixed	$ 8,000
240	Utility Design (Optional as Needed)		
250	Bid Phase Services	Fixed	$ 8,000
260	Construction Phase Services		
	Construction Management/ Administration	T/M*	(est.) $ 12,000
	Inspection Services (Part-Time)	T/M*	(est.) $ 6,000
	Subtotal Construction Phase Services		$ 19,000
950	Project Expenses	T/M*	(est.) $ 2,000
	TOTAL		$ 78,600

* Time and Material (T/M) estimates are based upon past experience.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

Stantec

SCHEDULE OF FEES

Effective January 1, 2020

Staff Level	Rate
Level 3	$ 98.00
Level 4	$ 108.00
Level 5	$ 123.00
Level 6	$ 127.00
Level 7	$ 132.00
Level 8	$ 143.00
Level 9	$ 149.00
Level 10	$ 154.00
Level 11	$ 165.00
Level 12	$ 174.00
Level 13	$ 183.00
Level 14	$ 192.00
Level 15	$ 204.00
Level 16	$ 225.00
Level 17	$ 232.00
Level 18	$ 239.00
Level 19	$ 248.00
Level 20	$ 258.00
Level 21	$ 274.00
1 Person Field Crew	$ 95.00
2 Person Field Crew	$ 135.00
3 Person Field Crew	$ 155.00
4 Person Field Crew	$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Specific Authorization No. 84
Stantec

Stantec Consulting Services Inc.
6900 Professional Parkway East
Sarasota FL 34240-8414
Tel: (941) 907-6900
Fax: (941) 907-6910

June 13, 2019

Via: E-Mail and Hand Delivery
(rex.jensen@smrranch.com)

Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, Florida 34202

Attn: **Mr. Rex Jensen**
Chairman

Reference: **Specific Authorization No. 84**
Services Associated with Lakewood Ranch Stewardship District
Traffic Signal Design – Lorraine Road at 44th Avenue East

Dear Mr. Jensen:

As requested, enclosed is Exhibit B84 for services to provide services for the traffic signal design at Lorraine Road and 44th Avenue East in Lakewood Ranch.

This Specific Authorization (SA) includes the design, permitting, bid, and construction phase associated with the project. Construction Plans will be prepared and submitted to Manatee County for Construction Plan approval.

If you should have any questions regarding this matter, please contact our office.

Sincerely,

Stantec Consulting Services Inc.

Richard A. Stiles, AICP
Senior Project Manager
Tel: (813) 223-9500
E-Mail: richard.stiles@stantec.com

Francisco B. Domingo, P.E.
Senior Project Manager
Tel: (941) 225-6182
E-Mail: frank.domingo@stantec.com

Enclosure

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Specific Authorization No. 84
Exhibit B84

Traffic Signal Design – Lorraine Road at 44th Avenue East

June 13, 2019

Further Description of Basic Engineering Services and Related Matters

1.0 Description of Work

Work includes the design, permitting, bid and construction phase services for this project. Plans, permits and bid documents will be prepared in one (1) plan set and it is assumed that the project will be constructed in one phase.

- See Attachment A

2.0 Items to be furnished by Owner

- Topographic, site data and other materials related to project

3.0 Definition of Work Products

- Civil Site Construction Plans and Signal Construction Plans (one set of plans)

4.0 Schedule

- Attachment B

5.0 Fee Proposal

- See Attachment C

Accepted this _____ day of _____, 2019.

_____

Mr. Rex Jensen
Chairman
Lakewood Ranch Stewardship District
14400 Covenant Way
Lakewood Ranch, FL 34202

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT A – Traffic Signal Design – Lorraine Road at 44th Avenue East

TRAFFIC SIGNAL DESIGN SERVICES

Task 210 - Research and Data Collection

Stantec will collect pertinent topographic and site data and other materials related to the project objectives from Client and other available sources as described below. Stantec will review and use the information as necessary for design and permitting the following:

- Existing permits
- Existing as-builts and/or design plans
- Right-of-way and easements
- Existing utilities
- General topographic information
- Street lighting and traffic signal standards and specifications

Stantec will meet with Manatee County to obtain specific guidelines and criteria for the evaluation and development of the project. Stantec will coordinate traffic signal design standards with Manatee County as the operating/ maintaining entity.

Design will incorporate CCTV cameras, advance detection and Bluetooth travel-time measuring equipment consistent with Manatee County Standards. The design will also provide for fiber-optic interconnect for future connection to the County fiber network.

Stantec will coordinate public utility assessment and coordination with private utilities.

Stantec will coordinate with Client's roadway consultant, Dewberry, to obtain current plans for proposed Lorraine Road improvements.

Task 220 - Survey and Geotechnical Services

Topographic Survey (Not Included)

Topographic survey services are to be provided by Stantec under a separate work assignment. No topographic survey, right-of-way mapping or easement sketches are included in this scope.

Geotechnical Services

Stantec will contract with an independent subconsultant for geotechnical investigations for the scope of improvements required by Client. Stantec will coordinate with and furnish plans to subconsultant to perform the required testing and to complete the Final Geotechnical Report.

Task 230 - Design and Preparation of Construction Plans

Stantec will create signal design plans for the PROJECT. This location is under the operational jurisdiction of Manatee County, with design approval authority also residing with Manatee County.

A field visit by a Stantec engineer will be performed to verify information and collect data about the characteristics of nearby roadway. Stantec engineers will meet with County, Client and Client's roadway consultant to discuss signal design requirements for permanent traffic signal designs. One (1) meeting has been assumed for this task.

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Once the signal design parameters have been discussed with the County and the Client, Stantec will prepare 30% plans showing preliminary locations of the following items:

- Traffic signal poles and heads
- Traffic signal controller cabinet
- Traffic signal conduit
- Electrical service connection point
- Turn lane improvements

Stantec will submit 30% and 60% packages to the County for preliminary approval. Once approved, Stantec will incorporate comments and develop the 90% design package containing the following sheets:

- Title Sheet
- General Notes Sheets
- Tabulation of Quantities Sheets
- Traffic Signal Layout Sheet
- Lighting Sheets
- Turn Lane Improvement Sheets
- Pavement Markings and Ramps Layout Sheet (if required)
- Charts and Details Sheets
- FDOT Standard Sheets

Stantec will submit the 90% design package to the County for review. Once review comments are received, a final design package will be prepared to address review comments. A summary of quantities and engineer's opinion of probable cost will also be prepared along with the final design package.

The design sheets will be printed on 11" x 17" size sheets of standard paper or delivered as electronic PDF files.

PLAN SHEETS	# Sheets (original)	30%	60%	90%	100%
Cover Sheet	1	P	P	C	F
Miscellaneous Details and Notes	2	---	P	C	F
Traffic Signal (1" = 20')	4	P	P	C	F
Tabulation of Quantities	1	---	---	C	F
Lighting	2	---	P	C	F
Turn Lanes	2	P	P	C	F
Signing and Marking Plans (1" = 40')	1	---	P	C	F
Maintenance of Traffic (1" = 40')	1	---	P	C	F
Best Management Plan	1	---	---	---	F
TOTAL	15		---	---	---
	P= Preliminary; C = Complete but subject to change; F= Final; --- = N/A				

B

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Task 240 – Utilities Design (Optional as Needed)

It is anticipated that there will not be any public utility relocation as a result of this project. Stantec will review the survey data, predesign SUE data, and record drawing information available to verify existing utility locations and attempt to avoid any conflict between utilities and proposed signal improvements. If any utility relocation is identified, and cannot be avoided, a separate utility relocation design and permitting task will be negotiated with the Client.

Stantec will coordinate with private utility companies to locate existing utilities. Stantec will attempt to avoid any conflicts that will require relocation of existing private utilities. Where relocation of existing utilities cannot reasonably be avoided, Stantec will coordinate efforts with private utility companies to facilitate the relocations.

Task 250 - Bid Phase Services

Stantec will prepare construction bid documents. The bid documents will be prepared using industry standard format, and will include front-end documentation, construction contract, quantity bid schedule, technical specifications, and general conditions of construction. Stantec will assist the Client with issuing the project for bid, and respond to bidders' request for additional information. Stantec will schedule and conduct the bid opening, evaluate the bids and make recommendation for award to the Client.

Task 260 - Construction Phase Services

Construction Management and Administration

It shall be the responsibility of Stantec to provide services as necessary to administer the construction contract in the manner so as to assure that the project is constructed in substantial conformity with the plans, specifications, and contract provisions.

Stantec shall schedule a pre-construction meeting with the contractor and other stakeholders, and conduct regularly scheduled progress meetings.

Stantec shall be required to observe the contractor during the various operations performed to ensure the materials and methods used by the contractor shall conform to the plans and specifications of the contract.

Stantec shall advise Client and Manatee County of any omissions, substitutions, defects, and deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the Consultant shall, in no way, relieve the contractor of responsibility for the satisfactory performance of the construction contract.

Inspection Services (Part-Time)

Stantec shall, in general, perform inspection services in accordance with Client's and Manatee County's standard procedures and practices.

Stantec shall verify that the sampling and testing of component materials and completed work items is carried out in substantial conformance with the project specifications. Stantec shall review test reports and verify that follow-up testing is performed in the event of failing tests. The sampling and testing will be performed by the geotechnical firm retained by the contractor, including drill shaft inspection per FDOT CTQP requirements. Testing responsibilities will be as defined in the contract documents. Stantec will coordinate and request the services of the contractor's geotechnical consultant as needed during the project.

Part-time inspection is anticipated for the remainder of the project improvements; 15 hours per week is included for budgeting purposes.

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

Stantec shall perform the management engineering services necessary to properly coordinate the activities of the parties involved in accomplishing completion of the project. Stantec shall maintain complete, accurate records of activities and events relating to the project; to properly document significant changes to the project; to provide interpretations of the plans, specifications, and contract provisions; to make recommendations to Client and Manatee County to resolve disputes which arise in relation to the construction contract; and to maintain an adequate level of surveillance of the contractor's activities. Stantec shall also perform any other management engineering services normally assigned to a project engineer that are required to fulfill its responsibilities under the agreement. All recordation and documentation will be in accordance with Client's and/or Manatee County's procedures, formats, and content.

Stantec will coordinate with the contractor for the determination of substantial and final completion, including walk-throughs with contractor, Client, County, and other stakeholders. Stantec will review as-builts and other closeout documentation in order to successfully close out the project and close out permits.

Construction is anticipated to be completed in one month active construction, not including time for procurement.

Task 950 - Project Expenses

Expenses and labor costs for copying and transmittal of electronic files, blueprinting, reproduction services, color graphics, local deliveries, and overnight express delivery services shall be payable under this task.

(hereinafter called the "SERVICES")

EXCLUDED SERVICES

The following items are not included in this Scope of Services:

- Hazardous waste studies
- Environmental studies
- Topographic survey and related services
- Engineering design services during construction which are not specifically a part of this scope of services
- Permit application and fees
- Full time Inspection Services (CEI)

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT B – Traffic Signal Design – Lorraine Road at 44th Avenue East

SCHEDULE

Task/Description	Days (Task)	Days (Cumulative)
Notice to Proceed	0	0
Research and Data Collection	30*	30
Geotech	30*	30
Design – 30%	45	75
County Review – 30%	30	105
Design – 60%	20	125
County Review – 60%	30	155
Design – 90%	15	170
County Review – 90%	30	200
Final Plans for Bid/ Construction	5	205
Bidding	30	235
Contracting	30	265
Construction Notice to Proceed	0	265
Shop Drawings/ Procurement	90	355
Construction	30	385
Substantial Completion	0	385
Final Completion	30	415
Project Closeout	15	430

* Concurrent tasks

Note: Start dates schedule are to be determined by the Client.

Revised Exhibit B84 to General Provisions
Attached to Agreement for Services
Between Owner and Engineer
Dated September 29, 2005

ATTACHMENT C – Traffic Signal Design – Lorraine Road at 44th Avenue East

Fee Proposal

Task	Services	Fee Type	Fee Amount
210	Research and Data Collection	Fixed	$ 5,600
220	Survey/ Geotech Services		
	Geotechnical Services (Subconsultant)	T/M*	(est.) $ 4,500
	Subtotal Survey/ Geotech		$ 4,500
230	Prep of Construction Plans		
	Traffic Signal Design	Fixed	$ 33,500
	Turn Lane Design	Fixed	$ 8,000
240	Utility Design (Optional as Needed)		
250	Bid Phase Services	Fixed	$ 8,000
260	Construction Phase Services		
	Construction Management/ Administration	T/M*	(est.) $ 12,000
	Inspection Services (Part-Time)	T/M*	(est.) $ 6,000
	Subtotal Construction Phase Services		$ 19,000
950	Project Expenses	T/M*	(est.) $ 2,000
	TOTAL		$ 78,600

* Time and Material (T/M) estimates are based upon past experience.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

Stantec

SCHEDULE OF FEES

Effective January 1, 2020

Staff Level	Rate
Level 3	$ 98.00
Level 4	$ 108.00
Level 5	$ 123.00
Level 6	$ 127.00
Level 7	$ 132.00
Level 8	$ 143.00
Level 9	$ 149.00
Level 10	$ 154.00
Level 11	$ 165.00
Level 12	$ 174.00
Level 13	$ 183.00
Level 14	$ 192.00
Level 15	$ 204.00
Level 16	$ 225.00
Level 17	$ 232.00
Level 18	$ 239.00
Level 19	$ 248.00
Level 20	$ 258.00
Level 21	$ 274.00
1 Person Field Crew	$ 95.00
2 Person Field Crew	$ 135.00
3 Person Field Crew	$ 155.00
4 Person Field Crew	$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

LAKEWOOD RANCH
STEWARDSHIP DISTRICT

Change Order No. 1
SMR Farms, LLC
Rangeland Parkway (Lorraine Rd to Uihlein Rd)

Change Order

No. 1

Date of Issuance: **November 25, 2019** Effective Date: **December 6, 2019**

Project: **Rangeland Pkwy (Lorraine Rd to Uihlein Rd)**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$278,223.00**		Date of Contract: **10/22/2019**
Contractor: **SMR Farms, LLC**		Engineer's Project No.: **215610101**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Add 9 Bald Cypress at request of LWRSD

Attachments: (List documents supporting change):

Change Order No. 1 dated 10/22/19

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
	Substantial completion (days or date):
$ 278,223.00	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
	Substantial completion (days):
$	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date):
$ 278,223.00	Ready for final payment (days or date):
[Increase] [~~Decrease~~] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date):
$ 4,725.00	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date):
$ 282,948.00	Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): _____ Date:

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Change Order No. 1
Irrigation Design Associates, Inc.
Rangeland Pkwy (Lorraine-Uihlein)
Irrigation Construction

Change Order

No. 1

Date of Issuance: **November 25, 2019** Effective Date: **December 6, 2019**

Project: **Rangeland Pkwy (Lorraine-Uihlein) Irrigation Construction**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$196,822.50**		Date of Contract: **06/04/2019**
Contractor: **Irrigation Design Associates, Inc.**		Engineer's Project No.: **215610101**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change in Agreement Scope: deduct 254 Hunter Pros-06 6" Sprays, Add 254 Hunter Pros-12 12" Sprays

Attachments: (List documents supporting change):

Irrigation Design Associates Change Order 1 dated 6/4/19.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
$ 196,822.50	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
$	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 196,822.50	Substantial completion (days or date):
	Ready for final payment (days or date):
[Increase] [~~Decrease~~] of this Change Order:	[Increase] [Decrease] of this Change Order:
$ 2,286.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 199,108.50	Substantial completion (days or date):
	Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date:

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Irrigation Design Associates, Inc.
6175 Palmer Boulevard
Sarasota FL 34240
941-927-1279

License: IRR-94-10836

Change Order

Order#: 1

Order Date: 06/04/2019

To: LWR DEVELOPMENT
14400 COVENANT WAY
BRADENTON FL 34202

Project: 7177
RANGELAND PKWY
LORRAINE TO UIHLEIN RD
SMR

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	**Amount**
REQUEST FOR CHANGE ORDER #1	2,286.00

Notes

DEDUCT
254 HUNTER PROS-06 6" SPRAYS

ADD
254 HUNTER PROS-12 12" SPRAYS

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change **2,286.00**

The original Contract Sum was	0.00
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	0.00
The Contract Sum will be changed by this Change Order	2,286.00
The new Contract Sum including this Change Order will be	2,286.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Change Order No. 2
Irrigation Design Associates, Inc.
Rangeland Pkwy (Lorraine-Uihlein)
Irrigation Construction

Change Order

No. 2

Date of Issuance: November 25, 2019 Effective Date: December 6, 2019

Project: **Rangeland Pkwy (Lorraine-Uihlein) Irrigation Construction**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$196,822.50**		Date of Contract: **06/04/2019**
Contractor: **Irrigation Design Associates, Inc.**		Engineer's Project No.: **215610101**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Change in Agreement Scope: Deduct Maxijet stakes/poly pipe; Add Hunter Pris-12 12" Popups

Attachments: (List documents supporting change):

Irrigation Design Associates Change Order 2 dated 11/05/19.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☐ Calendar days
	Substantial completion (days or date):
$ 196,822.50	Ready for final payment (days or date):
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1:	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____:
	Substantial completion (days):
$ 2,286.00	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date):
$ 199,108.50	Ready for final payment (days or date):
[~~Increase~~] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date):
$ (1,312.50)	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date):
$ 197,796.00	Ready for final payment (days or date):

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): _____ Date:

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Irrigation Design Associates, Inc.
6175 Palmer Boulevard
Sarasota FL 34240
941-927-1279

License: IRR-94-10836

Change Order

Order#: 2

Order Date: 11/05/2019

To: LAKEWOOD RANCH STEWARDSHIP DIS

14400 COVENANT WAY
BRADENTON FL 34202

Project: 7177
RANGELAND PKWY
LORRAINE TO UIHLEIN RD
SMR

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
REQUEST FOR CHANGE ORDER #2	-1,312.50

Notes

DEDUCT
690 MAXIJET STAKES/POLY PIPE
3865FT BUBBLER/MAXIJET LATERAL PIPE
TOTAL DEDUCTION: (-$12,697.50)

ADD
253 HUNTER PRIS-12 12" POPUPS
TOTAL ADDITION: $11,385.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change -1,312.50

The original Contract Sum was	0.00
Net change by previous Change Orders	2,286.00
The Contract Sum prior to this Change Order	2,286.00
The Contract Sum will be changed by this Change Order	-1,312.50
The new Contract Sum including this Change Order will be	197,796.00
The Contract Time will be changed by	0 Days

Owner: _____ Date: 11/5/2019

Contractor: _____ Date: _____

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Change Order No. 1
The Rogers Group
Waterside Signage at Lorraine Rd and University Pkwy

Change Order

No. 1

Date of Issuance: November 20, 2019 Effective Date: December 6, 2019

Project: Waterside Signage at Lorraine Rd and University Pkwy	Owner: Lakewood Ranch Stewardship District	Owner's Contract No.:
Contract: $128,084.03		Date of Contract: 03/29/2019
Contractor: The Rogers Group.		Engineer's Project No.: 215610101

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional demo required. Specialty tile over original tile allowance.

Attachments: (List documents supporting change):

The Rogers Group Change Order 1 dated 8/21/19

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ■ Calendar days
$ 128,084.03	Substantial completion (days or date): 90 Days
	Ready for final payment (days or date): 120 Days
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:
$ -0-	Substantial completion (days):
	Ready for final payment (days):
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 128,084.03	Substantial completion (days or date): 90 Days
	Ready for final payment (days or date): 120 Days
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
$ 9,000.00	Substantial completion (days or date):
	Ready for final payment (days or date):
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 137,084.03	Substantial completion (days or date): 90 Days
	Ready for final payment (days or date): 120 Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date: 11/22/2019

Approved by Funding Agency (if applicable): Date:

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Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

EAA

The Rogers Group
RESIDENTIAL & COMMERCIAL CONTRACTING

Proposal

Date 8/21/2019

Proposal # 2065

710 E. Reynolds Street, Plant City, FL 33563
Office : 813-415-2447 Fax: 813-670-1252

Name / Address

Lakewood Ranch Stewardship District
Attn: Roger Aman
14400 Covenant Way
Lakewood Ranch, FL 34202

Job Name/Location

Waterside Entry Sign
University Parkway & Lorraine Road
Sarasota, Florida 34202

The Rogers Group is pleased to present this proposal and we look forward to furthering our business relationship with you in the near future. Thank you for allowing us the opportunity to provide you with this proposal.

Description	Qty	Rate	Total
Change Order # 1			
Additional demo required	1	4,000.00	4,000.00
Specialty tile - over original tile allowance	1	5,000.00	5,000.00
		Total	$9,000.00

LAKEWOOD RANCH
STEWARDSHIP DISTRICT

Change Order No. 1
Woodruff & Sons, Inc.
Waterside Place Blvd and Waterside Place Park

Change Order

No. 1

Date of Issuance: **November 19, 2019** Effective Date: **December 6, 2019**

Project: **Waterside Place Boulevard and Waterside Place Park Earthwork**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$981,633.29**		Date of Contract: **November 6, 2018**
Contractor: **Woodruff & Sons, Inc.**		Engineer's Project No.: **215614294**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

November extras/overages – Conduit, Asphaltic concrete, Cement treated BRS Stabilized subgrade, and F Curb.

Attachments: (List documents supporting change):

Woodruff & Sons, Inc – Worksheet for Extras dated 11/25/2019

Job/Work Order No. 2703. Reference No. PA.03

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ■ Working days [ ] Calendar days
$ 981,633.29	Substantial completion (days or date): 270 Days
	Ready for final payment (days or date): 300 Days
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:
$	Substantial completion (days):
	Ready for final payment (days): 300 Days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 981,633.29	Substantial completion (days or date): 270 Days
	Ready for final payment (days or date): 300 Days
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
$ 14,665.82	Substantial completion (days or date): 0
	Ready for final payment (days or date): 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 996,299.11	Substantial completion (days or date): 270 Days
	Ready for final payment (days or date): 300 Days

RECOMMENDED:	ACCEPTED:	ACCEPTED: WOODRUFF & SONS INC
By: _____	By: _____	By: Donald P. Woodruff
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: 11-21-2019

Approved by Funding Agency (If applicable): _____ Date:

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Change Order

No. 1

Date of Issuance: **November 19, 2019** Effective Date: **December 6, 2019**

Project: **Waterside Place Boulevard and Waterside Place Park Earthwork**	Owner: **Lakewood Ranch Stewardship District**	Owner's Contract No.:
Contract: **$981,633.29**		Date of Contract: **November 6, 2018**
Contractor: **Woodruff & Sons, Inc.**		Engineer's Project No.: **215614294**

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

November extras/overages – Conduit, Asphaltic concrete, Cement treated BRS Stabilized subgrade, and F Curb.

Attachments: (List documents supporting change):

Woodruff & Sons, Inc – Worksheet for Extras dated 11/25/2019

Job/Work Order No. 2703. Reference No. PA.03

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ■ Working days ☐ Calendar days
	Substantial completion (days or date): **270 Days**
$ **981,633.29**	Ready for final payment (days or date): **300 Days**
[Increase] [Decrease] from previously approved Change Orders No. **0** to No. **0**:	[Increase] [Decrease] from previously approved Change Orders No. **0** to No. **0**:
	Substantial completion (days):
$	Ready for final payment (days): **300 Days**
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): **270 Days**
$ **981,633.29**	Ready for final payment (days or date): **300 Days**
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
	Substantial completion (days or date): **0**
$ **14,665.82**	Ready for final payment (days or date): **0**
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): **270 Days**
$ **996,299.11**	Ready for final payment (days or date): **300 Days**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable): _____ Date:

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WOODRUFF & SONS, INC - WORKSHEET for EXTRAS

P.O. Box 10127, Bradenton, Florida 34282-0127 ~ T# 941.756.1871 ~ F# 941.755.1379 ~ www.woodruffandsons.com

NAME OF JOB: Waterside
JOB LOCATION: Off of Deer Drive
NATURE OF JOB: *MONTHLY EXTRAS/OVERAGES*

JOB/WORK ORDER NO: 2703
DATE: Nov 25, 2019
REFERENCE NO: PA 03
W&S INVOICE NO:

BILL TO: *A/R C#* *LWR*
COMPANY: LWR
ADDRESS:

ORDERED BY:
TAX LOCATION: Manatee
TAX PERCENTAGE: 7.00%

NOTES	PA Line Item #	QTY	UNITS	DESCRIPTION OF WORK	UNIT $	EXTENSION $
	30	818.78	lf	2" Conduit	$6.73	$5,510.39
	40	242.72	lf	4" Conduit	$7.98	$1,936.91
	50	76.06	lf	6" Conduit	$9.57	$727.89
	210	5.00	sy	1.5" Asphaltic conc	$9.07	$45.35
	230	5.00	sy	7" Cement treated BRS	$12.63	$63.15
	240	693.00	sy	12: stabilized subgrade	$7.17	$4,968.81
	290	89.00	lf	F curb	$15.88	$1,413.32
					SUBTOTAL	$14,665.82
					TAX %	$0.00
					TOTAL	$14,665.82

LAKEWOOD RANCH STEWARDSHIP DISTRICT

Work Authorization / Proposal
MSB Services, LLC

To:	LAKEWOOD RANCH STEWARDSHIP DISTRICT	**Contact:**	Roger Aman
Address:	14400 COVENANT WAY	**Phone:**	
	BRADENTON, FL 34202	**Fax:**	
Project Name:	Bournside North Phase I- From SR70 North	**Bid Number:**	
Project Location:	Lakewod Ranch, FL	**Bid Date:**	10/30/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0101 1	MOBILIZATION- (ENGINEERING PLANS)	1.00	LS	$17,500.00	$17,500.00
0630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	6,500.00	LF	$4.50	$29,250.00
0630 2 12	CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	200.00	LF	$16.50	$3,300.00
0635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	42.00	EACH	$450.00	$18,900.00
0715 1 13	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4 TO NO 2	11,100.00	LF	$1.15	$12,765.00
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	1.00	EACH	$9,950.00	$9,950.00
0715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	38.00	EACH	$500.00	$19,000.00
0715 511 135	LIGHT POLE COMPLETE- STANDARD FOUNDATION F&I,SINGLE ARM SHOULDER MOUNT, ALUMINUM, 35'	38.00	EACH	$4,950.00	$188,100.00

Total Bid Price: $298,765.00

Notes:

- MSB Servies, LLC proposal is to become part of the agreed to contract
- pricing is valid for 30 days due to material vendors and subcontractors
- all restoration is the responsibility of the prime roadway contractor, to include sod, grading, and concrete
- DO NOT SEPARATE PROPOSAL WITHOUT APPROVAL, SEPERATION MAY WARRANT RE-PRICING
- PLEASE CALL MICHAEL WITH QUESTIONS 941-928-3267 - michael@msbservicesllc.com
- pricing is for standard round bases only - if UG conflicts are present and spread footers are required would be in addition too.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

MSB Services, LLC

Authorized Signature: _____

Estimator: Michael DeLaGarza

(941) 747-7100 michael@msbservicesllc.com

Bob Sumner FOR MSB 11/1/19

RAA

LAKEWOOD RANCH
STEWARDSHIP DISTRICT

2019 Pre-qualified
Landscape Irrigation Maintenance Contractors

LAKEWOOD RANCH STEWARDSHIP DISTRICT
2019 Prequalified Landscape Irrigation Maintenance Contractors

CONTRACTOR			RECOMMENDED	
	Landscape	Irrigation	Single Project Limit	Aggregate Project Limit
Altec Lakes and Natural Areas, Inc.	√	√	$ 500,000	$ 1,000,000
Brightview Landscape Services, Inc.	√	√	$ 5,000,000	$ 10,000,000
Buccaneer Landscape Management	√	√	$ 1,800,000	$ 4,000,000
Cepra Landscape, LLC	√	√	$ 3,000,000	$ 5,000,000
Down to Earth, Inc.	√	√	$ 5,000,000	$ 10,000,000
GreenWorks Landscape Management LLC	√	√	$ 500,000	$ 1,000,000
Natural Designs Landscape Management	√	√	$ 1,800,000	$ 3,000,000
Sun State Landscape Management	√	√	$ 1,800,000	$ 4,000,000
TruScapes Industries, Inc.	√	√	$ 3,000,000	$ 5,000,000
Yellowstone Landscape	√	√	$ 5,000,000	$ 10,000,000

Approved _____

Date: _____