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R.B. SHORE
CLERK CIRCUIT COURT
MANATEE CO. FLORIDA

JUL 16 12 39 PM '97

MANATEE COUNTY ZONING ORDINANCE
PDR-89-05(G)(R⁵) [F.K.A. Z-84-81]
ISLAND INVESTMENT, ET. AL.
[FKA ISLAND INVESTMENT, ET. AL., A.B. SIMMS/
ISLAND INVESTMENT PROPERTIES, INC. AND CIRCLE-N-BAR]
(UNNAMED EXCLUSIVE GOLF & COUNTRY CLUB)

SECRETARY OF STATE

JUL 14 10 30 AM '97

FILED

A ZONING ORDINANCE OF THE COUNTY OF MANATEE, FLORIDA, AMENDING
A GENERAL DEVELOPMENT PLAN TO ALLOW 1,238 DWELLING UNITS,
40,000 SQ. FT. OF NEIGHBORHOOD COMMERCIAL SPACE, AND A 27 HOLE
GOLF COURSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE
COUNTY, FLORIDA:

Section 1. FINDINGS OF FACT. The Board of County Commissioners of said
County, after considering the testimony, evidence, documentation, application for amendment
to the zoning ordinance, the recommendation and findings of the Planning Commission and
as all other matters presented to said Board at the public hearing hereinafter referenced,
hereby makes the following findings of fact:

A. The Board of County Commissioners has received and considered the
report of the Manatee County Planning Commission concerning the application for approval
of a revised General Development Plan to allow 1,238 dwelling units, 40,000 sq. ft.
neighborhood commercial space, and a 27 hole golf course.

B. The Board of County Commissioners held a public hearing on June 24,
1997 and July 8, 1997 regarding the proposed revised General Development Plan described
herein, in accordance with the requirements of Manatee County Ordinance No. 90-01 (the
Manatee County Land Development Code) and has further considered the information received
at the public hearing.

C. The proposed revised General Development Plan regarding the property
described in Section 4 herein is found to be consistent with the requirements of Manatee
County Ordinance No. 89-01 (the Manatee County Comprehensive Plan).

Section 2. The revised General Development Plan, dated April 2, 1997, entitled
Unnamed Exclusive Golf and Country Club [also known as University Park Country Club], is
hereby APPROVED to allow 1,238 dwelling units, 40,000 sq. ft. of neighborhood commercial
space, and a 27 hole golf course, with the following conditions and modifications:

CONDITIONS

- A.(1) Approval shall be limited to that shown on the General Development Plan as modified
herein by the provisions of this Development Order.
- A.(2) Preliminary and Final Site Plan Applications shall be reviewed for compliance with this
Ordinance and shall be subject to the requirements of the Manatee County
Comprehensive Plan and Land Development Code in effect at the time of such site plan
application which are not specifically addressed in this Ordinance or are not
inconsistent with this Ordinance. The Developer* has demonstrated the availability of
adequate infrastructure including, but not limited to, roadway capacity, potable water,
waste water service, solid waste service, fire, police, and other emergency services,
and is hereby issued a Level of Service Certificate which will expire at buildout date.

TRANSPORTATION CONDITIONS

- B.(1) The Unnamed Exclusive Golf and Country Club will have a negative impact on two
locations in the transportation network. These are located at University Parkway and
I-75, and the University Parkway and development entrance. Mitigation of the
transportation impacts, as identified in Table 2, shall be necessary as a condition of any
approval:

- a. Subsequent to approval of the final plat for the 461st residential unit in the development, the Developer* selected Option 2 of Condition B.(1) of PDR-89-05(Z)(G)(R3) to mitigate these impacts.

TABLE 2
UNNAMED EXCLUSIVE GOLF AND COUNTRY CLUB
DEVELOPMENT

PROVIDE THE INTERSECTION IMPROVEMENTS LISTED BELOW			
Intersection	% Project Contribution	Required Improvement to Restore Level of Service	Total PM Peak Hour Trips for Project Before Needed
I-75/University Parkway	14	Dual left turn lanes eastbound I-75 East Ramps to northbound. Must have adequate storage lengths.	466 <u>Completed</u>
University Parkway/ Project Entrance	100	This intersection shall include the following lanes: - Eastbound left-turn lane - Westbound right -turn lane - Southbound left-turn lane - Southbound through lane - Southbound right-turn lane	Completed

b. TRANSPORTATION MONITORING

One month after Certificates of Occupancy have been issued for the equivalent of one-third of the project (413 dwelling units) or prior to Final Site Plan approval for the 826 dwelling unit, which ever comes first, a transportation monitoring program shall be initiated. Results shall be included with each application for site plan approval and applicable annual report thereafter when the number of PM peak trips for the project equals or exceeds 373. The report shall include the information specified below.

1. Peak-hour traffic counts at the project entrance to verify that the projected number of external trips for the development are not exceeded. Counts may be required on a periodic basis until the expiration date of the Development Order as determined by Manatee County pursuant to the results of the counts and development generated traffic. Said counts shall not be required more frequently than bi-annually. If any report indicates that the total project P.M. peak-hour trips exceed projected counts by more than 10 percent, Manatee County shall conduct a substantial deviation determination pursuant to Subsection 380.06(19), Florida Statutes. If the variance is determined to be a substantial deviation, the revised transportation analysis required pursuant to Subsection 380.06(19), Florida Statutes, shall be based upon results of the monitoring program and agreements reached at another transportation methodology meeting to be held prior to the preparation of the new analysis. The County shall amend the rezone ordinance to change or require additional roadway improvements, if Warranted*, prior to any further final site plan approvals.

2. If monitoring indicates that expected project P.M. peak-hour traffic counts are being exceeded by five (5) percent pursuant to the ADA*, then the Developer* shall conduct a capacity analysis to determine an Acceptable Level of Service* at the intersections of University Parkway and Tuttle Avenue, University Parkway and Lockwood Ridge, University Parkway and Whitfield, University Parkway and Longwood Run/Project

Entrance, University Parkway and U.S. 301, and University Parkway and I-75 West Ramp, then the Developer* shall conduct a capacity analysis to demonstrate an Acceptable Level of Service*. In order for the intersections to operate as shown in the Developer's* submittal, adequate storage must be provided. If deficiencies are identified in storage lengths, the Developer* will be responsible for providing adequate storage before further site plan approvals.

- B.(2) The Developer* has provided a location for a bus stop at a location on University Parkway near the project entrance when Manatee County Transit commences regularly scheduled service to the area. (This condition provides the Transportation Management System required by TBRPC).

ENVIRONMENT AND NATURAL RESOURCES

Air Quality and Land

- C.(1) Manatee County shall reserve the right to require mitigation measures or a revision of the master plan to alleviate any potential impacts of the project on ambient air quality.
- C.(2) The soil conservation measures referenced on pages 14-1 and 14-2 of the ADA* (July 20, 1989) and the measures to reduce erosion, fugitive dust, and air emissions referenced on page 13-1 of the ADA*, at minimum, shall be implemented.

Water Quality, Wetlands* and Drainage

- D.(1) In order to protect water quality in the Braden River watershed and the Evers Reservoir Watershed, there shall be no degradation of water quality by stormwater exiting the site. All stormwater discharges to the Braden River shall be required to meet all state water standards and criteria as defined in Chapters 62-3, 62-302, and 62-25, F.A.C., as well as Manatee County requirements.
- D.(2) The Developer* shall continue to conduct the approved comprehensive surface water quality and quantity monitoring program approved by the County and the Environmental Management Department (EMD) in accordance with Exhibit J. The program shall continue through one year beyond project buildout. The frequency, duration of sampling, parameters to be monitored, collection, and analytical methods, and reporting requirements shall remain consistent with the minimum criteria listed in Exhibit J. All water quality sample collections and laboratory analysis shall be made in accordance with USEPA/FDEP approved methodology. The laboratory performing the analyses shall be certified by the Florida Department of Health and Rehabilitative Services and shall have an approved comprehensive quality assurance plan on file with the FDEP. Any violation of federal, state, or local water quality standards shall require corrective measures as required by that authority.

Any changes to the Surface Water Quality Monitoring Program Criteria, as outlined in Exhibit J, shall be submitted to the City of Bradenton and TBRPC for review and comment and approved by Manatee County.

Should Manatee County adopt a Comprehensive Evers Reservoir Watershed Surface Water Quality Monitoring Program and the Developer* participates in this Comprehensive Surface Water Quality Monitoring Program, then the Developer*, with the approval by Manatee County and TBRPC, may terminate the required Surface Water Quality Monitoring Program contained in this rezoning ordinance.

- D.(3) The Master Drainage Plan as required pursuant to MDO* condition #5 and TBRPC DRI report condition #2 on page 9 has been reviewed and approved by the TBRPC, the City of Bradenton, and Manatee County. This Master Drainage Plan is attached hereto as Exhibit G. The final detailed Master Surface Water Management Plans, and subsequent incremental surface water management (MSSW) permit applications (as required under FAC 17-25 and 40D-4, as applicable) shall be consistent with the Evers Reservoir Watershed Protection Overlay District and the Master Drainage Plan. The Master Surface Water Management Plans shall incorporate the drainage systems approved

pursuant to the Preliminary Development Agreements* approved on January 26, 1990, October 18, 1990, and December 11, 1992.

- D.(4) The Developer* shall continue to conduct the approved comprehensive ground water quality and quantity monitoring program as previously approved by EMD. The program shall continue through one year beyond project buildout. The frequency, duration of sampling, parameters to be monitored, collection and analytical methods, and reporting requirements shall remain consistent with the minimum criteria listed in Exhibit J.

All water quality sample collections and laboratory analysis shall be made in accordance with USEPA/FDEP approved methodology. The laboratory performing the analyses shall be certified by the Florida Department of Health and shall have an approved comprehensive quality assurance plan on file with the FDEP. Any violation of federal, state, or local water quality standards shall require corrective measures as required by that authority.

- D.(5) The Wallace Tract* and Simms Tract*, shall be subject to the requirements of Chapter 40D-4, F.A.C. All Wetlands* in the entire 1,223 ± acre development shall be subject to the requirements of Section 719 of the Manatee County Land Development Code.

- D.(6) The Developer* shall be responsible for Operation and Maintenance for all portions of the Surface Water Management System, except for those portions which are dedicated to and accepted by the County.

- D.(7) Impacts to Wetlands* shall be in accordance with Table 3. Mitigation shall be required prior to the completion of the sub-phase in which the impact occurs. All herbaceous mitigation areas shall be monitored annually after planting for a period of three years. Forested mitigation areas shall be monitored annually for at least five years. Monitoring shall include survival rates, species diversity composition, spreading, and exotic species encroachment. Additional planting may be required to maintain an 85 percent survival of planted species at the end of three years. Results of the mitigation monitoring shall be included in the DRI Annual Report. Wetland* mitigation security shall be required in accordance with applicable County Ordinances.

As required by Manatee County Comprehensive Plan policies numbered 2.3.1.2, 2.3.4.6., 3.2.1.9., and 3.3.6.4, the Developer* shall provide buffers around all Post-Development Wetlands*. Variable width buffers may be approved in accordance with Section 719.11.1 of the Land Development Code. All buffers and included Post Development Wetlands* shall be identified as recorded conservation easements to Manatee County as a separate easement document acceptable to Manatee County and shall be shown on any Preliminary and Final Site Plans and Subdivision Plats. Deed restrictions shall be included that prohibit development activity and removal of native vegetation in the conservation easement unless approved by the County and any permitting agency or agencies with jurisdiction. Any replanting within the buffer shall be with flora native to the Braden River area of Manatee County.

- D.(8) The stormwater management systems shall be designed, constructed, and maintained to meet or exceed the requirements of the adopted Manatee County Comprehensive Plan and Chapter 17-25, F.A.C. The stormwater management system within the Evers Reservoir watershed shall treat stormwater to Outstanding Florida Waters standard. Stormwater treatment shall be provided by biological filtration where required by the Master Drainage Plan as referenced as Exhibit G.

- D.(9) The Conservation Areas* on site encompass approximately 34.91 acres as indicated on the attached Revised Preservation/Conservation Map, Exhibit C. All Conservation Areas* shall remain undisturbed or mitigated if they are to be or have been disturbed. All impacts shall be mitigated in accordance with Table 3 prior to the completion of the sub-phase in which the impact occurs. All herbaceous mitigation areas and littoral shelves used for mitigation shall be monitored annually after planting for a period of three years. Forested mitigation areas shall be monitored annually for at least five years. Monitoring shall include survival rates, species diversity composition, spreading, and exotic species encroachment. Additional planting may be required to maintain an 85 percent survival of planted species at the end of three years. Wetland* mitigation security shall be required in accordance with applicable County Ordinances. Each

annual report shall include information on what Conservation Areas* and Preservation Areas* have been impacted and the steps taken to mitigate the impacts and the results of the mitigation monitoring.

There shall be no impact to those Wetlands* encompassing approximately 22.33 acres, indicated as Preservation Areas* on the attached Revised Preservation/Conservation Map, Exhibit C. However, impacts for necessary infrastructure (such as roads, utility lines, recreational trails, and paths, as is provided by TBRPC policy) may be allowed.

All buffers and included Preservation Area* shall be identified as recorded conservation easements to Manatee County as a separate easement document acceptable to Manatee County and shall be shown on any Preliminary and Final Site Plans and Subdivision Plats. Deed restrictions shall be included that prohibit development activity and removal of native vegetation in the conservation easement unless approved by the County and any permitting agency or agencies with jurisdiction. Any replanting within the buffer shall be with flora native to the Braden River area of Manatee County.

TABLE 3

UNNAMED EXCLUSIVE GOLF AND COUNTRY CLUB
MINIMUM WETLAND*, PRESERVATION, AND CONSERVATION AREA* MITIGATION RATIOS

AREAS	MITIGATION RATIOS*	
	HERBACEOUS	FORESTED
TBRPC Conservation Area* except those located in Simms Tract* and Arvida Tracts*	1:1	1:1
TBRPC Conservation Area* located within Simms Tract* & Arvida Tracts*	2:1	3:1
TBRPC Preservation Area*	2:1	3:1
Wetlands*	2:1 ♦	4:1 ♦

♦ May be reduced in accordance with Section 719.8.5 of the Land Development Code.

• Ratio is Mitigated Wetland*: Disturbed Wetlands*.

D.(10) Within the Evers Reservoir Watershed, the guidelines for maintenance of the Golf Courses and the Lake Management System (fertilizer and pesticide use) shall be consistent with the requirements of the Evers Reservoir Watershed Overlay District and Comprehensive Plan. Within one (1) year after D.O. approval, Manatee County Planning Director and Manatee County Environmental Management Department approved all such guidelines.

D.(11) The Developer* shall not seek permits for, or otherwise implement, any point source discharges of pollutants into the Braden River or its tributaries. Storm Water is not point source discharge as defined today, and no re-definition of point source discharges shall create a requirement that storm water discharges be prohibited under this section.

FLOODPLAINS

E.(1) All habitable portions of structures shall be constructed above the 100-year floodplain, and in accordance with local, state, and federal requirements.

E.(2) Any encroachment of the 100-year floodplain or floodway shall be mitigated in accordance with FEMA and Manatee County standards.

E.(3) No discharges to groundwater shall be permitted on-site.

ECONOMICS

F.(1) The Unnamed Exclusive Golf and Country Club development shall promote entrepreneurship and small and minority-owned business start-up, and encourage non-discriminatory employment opportunities, pursuant to policies 21.2, State Comprehensive Plan and 21.5.3, FRCRPP, respectively.

WILDLIFE HABITAT AND VEGETATION

G.(1) In the event that any species listed in Rule 39-27.003 through 39-27.005, FAC, are observed frequenting the site for nesting, feeding, or breeding, proper protection or

mitigation measures shall be employed immediately in cooperation with the Florida Game and Fresh Water Fish Commission (FGFWFC), the Environmental Management Department (EMD), and the Department of Community Affairs. This shall include, at a minimum, a wildlife management plan which contains information on impacts to listed species, site maintenance, fire frequency, Wetland* management, and boundary protection. Any such plan not adopted as part of the original Development Order shall require an amendment to the Development Order.

- G.(2) The temperate hardwood hammock in Tract "N" and the Simms Tract* possesses numerous physical characteristics which render the tracts uniquely appropriate for a combination of passive recreation and preservation land uses benefitting the residents of Manatee County. Residential structures or accessory uses shall not encroach within 15 feet of a Preservation Areas* buffer.

Prior to submitting a Site Development Plan* for the applicable area of Tract "N" and the Simms Tract* located north and east of the proposed Honore Avenue alignment, in which such alignment shall be located outside of the temperate hardwood hammock, the Developer* shall prepare a preserve area plan which includes a Braden River corridor plan incorporating areas within FLUCS Code 425, temperate hardwood hammock. (Completed) Said plan shall be prepared in consultation with the Florida Game and Freshwater Fish Commission, FDEP, and Manatee County. The purpose of the preserve area plan is to identify the site's unique natural features to guide the detailed site planning process for the tracts balancing passive recreational needs and preservation of unique natural features.

Included in the preserve area plan shall be a Wetland* management plan which shall address Wetlands* to be preserved, proposed Wetland* alterations, if any, mitigation for lost Wetlands*, if applicable, control of on-site water quality, maintenance of hydroperiods, and methods of Wetland* restoration and enhancement, if appropriate.

In order to protect the natural values of Preservation Areas* on the referenced tracts, the following shall be required at a minimum and incorporated into the preserve area plan:

- a. No hydroperiod alteration shall be permitted in Preservation Areas*.
- b. Dredging, filling, and development activities within Preservation Areas* shall be prohibited except at road crossing, utility crossing, and boardwalk locations and passive recreational facilities approved by FGFWFC, FDEP, and Manatee County, as applicable.
- c. Authorized activities include stormwater management structures, roadway crossings, utility crossings, boardwalks, and passive recreational facilities as permitted by FGFWFC, FDEP, and Manatee County.
- d. Buffers around FDEP jurisdictional Wetlands* and the Braden River shall be required unless waivers from the provisions of Sections 719.11 and 719.12 Manatee County Land Development Code are provided.
- e. Impacts to Preservation Areas* shall require mitigation as shown on Table 3.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

- H.(1) Any historical or archaeological resources discovered during development activities shall be immediately reported to the Florida Department of State Division of Historical Resources (DHR) and treatment of such resources shall be determined in cooperation with the DHR and Manatee County. Treatment of such resources must be completed before resource-disturbing activities are allowed to continue. A description of the project's compliance with these conditions shall be included in the subsequent annual reports, to be submitted for review to DHR, in addition to Manatee County.

WASTEWATER

- I.(1) Sewer lift stations shall be designed and equipped in accordance with Manatee County's Public Utilities Department guidelines with several means of back-up, to provide assurance against equipment failure, and discharge to the environment. These shall include:
 - a. Lift stations with 35HP (or less) motors shall have an auxiliary generator receptacle on the panel box.
 - b. Stations with greater than 35HP motors shall include an on-site stationary generator set with remote transfer capability.
 - c. Wet wells to contain sewage line surcharges/overflows.
 - d. Emergency by-pass pumpouts for tank trucks.
 - e. 100 percent redundancy in lift station pumping equipment.
- I.(2) The Developer* previously submitted to Manatee County, a monitoring plan to identify and correct any leaks or ruptures of the sewer lines which are maintained by the Developer*. This plan was approved by Manatee County, and identified the entity responsible for the monitoring and time schedule for conducting the inspections. Faulty lines, or any part thereof, shall be replaced as quickly as possible. A report of all inspections, findings and repairs must be included in the annual report.
- I.(3) The disposal of waste into the sewer system shall comply with the Manatee County Sewer Use Ordinance (91-39).
- I.(4) The Developer* shall not utilize on-site wastewater treatment.
- I.(5) Prior to any submittals to the Manatee County Development Review Committee, the Developer* shall provide a Conceptual Master Plan* for sanitary sewer for approval by the Planning Department. The sanitary sewer Conceptual Master Plan* shall show the extent of the sewer lines that shall be provided to serve the Development*, including all source and discharge points. The plan shall also show all off-site sewer facilities that are required to be extended for this Development* along with stub-outs for unserved land holdings.

WATER

- J.(1) The Developer* shall require the installation of water conservation fixtures. Water saving devices shall be installed in accordance with the Florida Water Conservation Act and Xeriscape (Section 553.14, Florida Statutes), and native vegetation or xeriscape techniques, shall be used in landscaping to the greatest extent possible.
- J.(2) The Developer* shall use only non-potable water to meet non-potable demands. For purposes of this rezone ordinance, "non-potable" water is defined as water emanating from any source other than a public water utility. The Developer* shall pursue the stormwater reuse plan proposed in the ADA*. The use of reclaimed water in the portions of the site which do not drain to the Braden River shall be investigated. No reclaimed water shall be used within the Ever's Reservoir watershed without prior approval of Manatee County and the City of Bradenton. If spray effluent is permitted by Manatee County and other agencies having jurisdiction, no amendment to the Development Order shall be required to allow the Developer* to use spray effluent.
- J.(3) The Developer* shall comply with the rules and recommendations of the SWFWMD in regard to protection of the groundwater resources.

SOLID WASTE

- K.(1) The Developer* shall provide to all Unnamed Exclusive Golf and Country Club Community businesses information that:

- a. Indicates the types of wastes and materials that are considered to be hazardous and are to be stored or disposed of only in the specially-designated containers/areas;
 - b. Concerns the availability of existing companies that will accept wastes for recycle, reuse, exchange, and treatment; and
 - c. Advises of applicable statutes and regulations regarding hazardous wastes and materials.
- K.(2) The Developer* shall notify all commercial tenants of their responsibility to comply with all the applicable sections of Title III (Community Right-to-Know Law) of the Superfund Amendment and Reauthorization Act (SARA).

ENERGY

- L.(1) All Unnamed Exclusive Golf and Country Club Community tenants, business, residents, etc., shall be notified in writing by the Developer* upon occupancy, that the following related practices are encouraged:
- a. Use energy alternatives, such as solar energy, resource recovery, waste heat recovery, and co-generation, where economically feasible;
 - b. Obtain energy audits provided by energy companies or other qualified agencies;
 - c. Install water heater timers and set water heaters at 130 degrees Fahrenheit or lower;
 - d. Use landscaping and building orientation to reduce heat gain, where feasible, for all Exclusive Golf and Country Club Community construction.
 - e. Promote energy conservation by employees, buyers, suppliers, and the public, as appropriate;
 - f. Reduce levels of operation of all air conditioning, heating, and lighting systems during non-business hours, as appropriate;
 - g. Institute and utilize recycling programs; and
 - h. Utilize energy efficient packaging or recyclable materials.
- L.(2) The Developer* should designate an energy officer to establish energy policies, monitor energy use, and encourage conservation for project businesses and first annual report.

EDUCATION

- M.(1) The Developer* shall comply with all terms and conditions of it's agreement with the Manatee County School Board dated November 6, 1991 (see attached Exhibit H). This agreement outlines the requirements of the Developer* to mitigate the Unnamed Exclusive Golf and Country Club's impact on the school system.

RECREATION AND OPEN SPACE

- N.(1) All recreation and open space areas not dedicated to the County or other state agencies shall be maintained by the Developer*.
- N.(2) A decrease in open space acreage shall require a substantial deviation determination conducted pursuant to Subsection 380.06(19), Florida Statutes.
- N.(3) Recreation and open space areas shall be provided for golfers and non-golfers.

SHERIFF, FIRE, AND EMERGENCY MEDICAL SERVICE

- O.(1) Sheriff, emergency medical services, and fire protection will be provided by Manatee County. The Developer* shall be responsible for contributing a pro-rata share of the

cost of land acquisition, construction, and equipping of emergency service facilities for police, fire, and emergency medical services or any combination thereof. The Developer* may, with the concurrence of the County, satisfy this obligation in whole or in part by conveyance of land deemed suitable for the intended use by the County or payment of impact fees, as allowed by the Land Development Code, if applicable. An agreement as to pro-rata share, mutually acceptable to the County and the Developer*, has been reached for EMS and the Sheriff's Department concurrent with the issuance of the rezone ordinance, PDR-89-05(Z)(G)(R), approved 09/27/93 (Exhibit I).

- O.(2) The Unnamed Exclusive Golf and Country Club development shall be designed and constructed to meet or exceed specifications of the State Fire Code - Rule 4A-3.012, FAC or be in compliance with the Manatee County Comprehensive Plan and Land Development Code requirements.

DEVELOPER COMMITMENTS

- P.(1) The Developer* shall be required to adhere to any and all commitments made in Section 5 of the Development Order incorporated herein, unless that commitment is superseded by a Development Order Condition in which case the Development Order Condition shall prevail.

GENERAL CONDITIONS

- Q.(1) The maximum number of residential units shall be limited to 1,238. With each preliminary plan submitted, a Residential Sector Data Table shall be provided to include the number of units that have Final Site Plan approval.
- Q.(2) The neighborhood commercial village center, located immediately north of the clubhouse facility, will be limited to a site 4.5 acres in size and contain no more than 40,000 square feet of gross floor area.
- Q.(3) If, prior to the time permanent fire protection facilities in this area of the county are deemed desirable by the Fire District, a temporary station is deemed desirable, The developer shall enter into an agreement to contribute a pro rata share of the cost of a site for, and of constructing and equipping a fire protection facility, if required by the Fire Department with the appropriate Final Site Plan approval.
- Q.(4) The adjacent 120' right-of-way for Honore Avenue has been dedicated with both the final approval for the golf course and the Final Plat for Parcel V. The ROW was located outside of the temperate hardwood hammock and the ROW crossing at the tributary to the Braden River was kept to a minimum and approved at time of site plan approval. Within the Arvida parcel the developer shall dedicate right-of-way for Honore Avenue, consisting of 120 feet of width as shown on revised map H within 60 days of the approval of this request to add the Arvida Tracts* to the Unnamed Exclusive Golf and Country Club.
- Q.(5) The construction and dedication to Manatee County of Timber Lake Drive Extension from Palm Aire to Park Boulevard shall be completed prior to the first Certificate of Occupancy for the apartments or Final Plat approval for parcels A or AA, whichever comes first.
- Q.(6) To satisfy the requirement for an interneighborhood tie and a second means of access for this project, the developer shall:
- a. Provide an access to Honore Avenue with the development of Parcel V. This access shall be constructed to the standards of an urban local street.
 - b. Construct a 24' wide section of Honore Avenue, to County urban standards, from the Honore Avenue access referenced in condition Q.(6)a., above, to the limits of the development (including the right-of-way to be dedicated within the triangle of Mote Ranch property, owned as of August 8, 1994 by Island Investment Properties, Inc. and Kabara N.V.), prior to August 23, 1997. The Developer has posted a bond for construction of such road prior to further Final

Subdivision Plat approvals for this project. Further, prior to June 30, 1996, the Developer provided a temporary stabilized emergency access from the northern end of Park Boulevard to University Parkway and dedicated the aforesaid right-of-way within the triangle at Mote Ranch; and

- c. The boulevard shall be considered as two means of access for this project until approval of the Final Plat for the 885th residential dwelling unit in the project. Prior to the Final Plat approval for the 885th residential unit, the developer shall:
 - (1) construct a 24' wide section of Honore Avenue or provide a bond to do so, to County urban standards, from a point within the development to the nearest paved County street outside of the development which connects to another paved County street, pursuant to Section 712.2.8, Diagram A, Number 1 or 2; or
 - (2) construct a 24' wide street, or provide a bond to do so, to County urban standards, from Tract AR-1 to University Parkway. In the event this option is selected, the existing street connection between Tracts R-1 and R-2 shall remain in place; and
 - d. Payments or land or facilities provided by the Developer to the County pursuant to conditions Q.(6) b, and c, above, shall be eligible to receive credits towards the transportation component impact fee as may be allowed pursuant to Section 806 of the Land Development Code; and
 - e. Any bonds posted shall be consistent with performance bonds standards set forth in Section 910.2 of the Land Development Code.
- Q.(7) Upon completion of the project, all property within the 1,223 ± acre boundaries shall have been platted. Project, as herein defined, shall mean the 1,223 ± acre tract together with any extensions or additions thereto.
- Q.(8) The developer shall maintain adequate right-of-way to allow the parcel to the east, known as "the Nelson Tract," access to Honore Avenue through this development.
- Q.(9) **DEFINITIONS** Note: An asterisk (*) denotes that the word is defined.
- A. "Acceptable Level of Service*" shall be the Levels of Service depicted on revised Table 31-5 of the Application* (August, 1992 Sufficiency Response), or as shown on Table 5.1 of the Manatee County Comprehensive Plan, whichever is more restrictive. Acceptable Level of Service* for links and intersections in Sarasota County, Florida shall mean Level of Service as set for the affected roadways in the Sarasota County Comprehensive Plan (APOXSEE).
 - AA. "Arvida Tract*" shall mean that area lying and being in Sections 35 and 36, Township 35 South, Range 18 East, Manatee County, Florida. Containing 164.23 acres, more or less. More particularly described in Section 4 below.
 - B. "Application*" and "Application for Development Approval*" or "ADA*" shall mean Unnamed Exclusive Golf and County Club's Development of Regional Impact Application for Development Approval* (August 7, 1989) and additional information submittals submitted by the Developer* on March 5, 1990; July 10, 1990; August 20, 1992; and October 21, 1992, and amendments submitted on April 20, 1993.
 - C. "Best Management Practices*" shall mean the practices which are technologically and economically feasible in abating pollution generated by point and non-point sources, to a level compatible with water quality and quantity objectives of the Land Development Code (BMP list of approved practices by Board resolution for Special Overlay Districts-Evers Reservoir and Lake Manatee Watershed Areas).

- D. "Conceptual Master Plan*" shall mean a graphic depiction of the development described in the DRI Application* and shown as "Revised Map H" of Exhibit B of the Unnamed Exclusive Golf and Country Club General Development Plan*.
- E. "Conservation Area*" shall mean areas as defined by TBRPC and shown on "Revised Exhibit C"
- F. "County Transportation Authority*" shall be defined as the County Division of Highways, Department of Public Works, or whatever County entity is responsible for roadway approvals.
- G. "Developer*" shall mean Woodlands Country Club Associates, a Florida general partnership; it heirs, assigns, designees, agents, and successors in interest as to the Unnamed Exclusive Golf and Country Club DRI and all its stipulations.
- H. "Development Approval*" shall mean any approval for development granted through the Preliminary Site Plan*, Preliminary and Final Subdivision Plat, and Final Site Plan process or construction drawing approval where site plans are not required.
- I. "Funding Commitments*" shall mean to assure the completion of any improvement required by this Development Order, or any combination of the following:
1. Binding commitments for the actual construction with a posting of a cash bond or irrevocable letter of credit in a form satisfactory to the County; or
 2. Actual construction; or
 3. The placement of the improvements in the capital improvements work plan of a responsible entity for construction during the fiscal year when the improvement is required as long as said improvement is within the first two years of the Manatee County Capital Improvement Plan or the first two years of the FDOT Work Plan at the time of Preliminary Site Plan approval of a subphase or phase; or
 4. A local development agreement as defined by Florida Statutes and the Land Development Code. The funding commitment shall guarantee that the improvement will be in place when needed or concurrent with the expected impacts of the development.
- J. "Horizontal Development*" shall mean and shall be deemed to include the construction of any and all improvements required to serve Vertical Development* (e.g., roadway, drainage, water, sewer, communication, utilities, etc.).
- K. "Master Development Order* (MDO*)" shall mean the Circle-N-Bar Ranch Master Development Order* R-84-69, as amended by R-86-214.
- L. "Master Development Plan*" shall be defined as Revised Map H incorporated as part of "Exhibit B" and made a part hereof. Development on Revised Map H shall be limited to the total number of dwelling units and non-residential development listed on Table 1, Option II of the Development Order.
- M. "Owner*" shall mean Island Investment Properties LTD.; Kabara Corporation N.V.; W.T. Harrison Jr., as trustee; Northern Capital Group, a Florida general partnership; and Lawrence Lott Edge; their heirs, assigns, designees, agents, and successors in interest as to the Unnamed Exclusive Golf and Country Club DRI and all its stipulations.
- N. "Post Development Wetland*" shall mean any Wetland* area, which upon completion of the subphase, that will be a jurisdictional Wetland* under the regulations of the Southwest Florida Water Management District or the Florida

Department of Environmental Protection. This definition shall not apply to stormwater ponds or littoral shelves not required for mitigation.

- O. "Preliminary Development Agreements*" (PDA*) shall mean the agreements between the Developer* and the Department of Community Affairs dated January 26, 1990, October 18, 1990, and December 11, 1992 allowing the Developer* to obtain county approval for 795 residential units and an 18 hole golf course and support uses on certain property within the legally described project.
- P. "Preliminary Site Plan*" (PSP*) shall mean a Preliminary Master Development Plan* or a Preliminary Site Plan* for a Phase or Sub-Phase as defined in The Manatee County Land Development Code, (Ordinance 90-01) for a Phase or Sub-Phase.
- Q. "Preservation Areas*" shall mean areas as defined by TBRPC and shown on "Revised Exhibit C".
- R. "Simms Tract*" shall mean the portion of the Unnamed Exclusive Country Club described as that portion of the South Half of the Northeast Quarter, Section 26, Township 35 South, Range 18 East, lying south of the Braden River. Lying and being in Manatee County, Florida. Containing 74.5 acres, more or less.
- S. "Site Development Plan*" shall be defined as any Preliminary Plat, Final Plat, Preliminary Site Plan*, or Final Site Plan to be submitted for consideration of approval pursuant to the LDC.
- T. "Subsume and Supersede*" shall mean that the MDO* and PDA* are hereby recognized to be merged and incorporated into the Arvida Corporate Park DRI and Unnamed Exclusive Golf and Country Club DRI Development Orders as referenced herein. All rights, vested or otherwise, accruing to the MDO* under law are merged and incorporated into the above-referenced Development Orders. For the portions of the MDO* identified as planned development residential, the governing DRI Development Order shall be this Unnamed Exclusive Golf and Country Club DRI Development Order, Ordinance 93-21, as amended. For the portions of the MDO* identified as planned development commercial and planned development industrial, the governing DRI Development Order was the Arvida Corporate Park DRI Development Order as amended (R-86-259). The rights, vested or otherwise, accruing to the property within the MDO* and PDA* are only those specifically recognized in the above-referenced Development Orders.
- U. "Traffic Study*" shall mean a report presented by the Developer*, using a methodology acceptable to the County Transportation Authority*, the Tampa Bay Regional Planning Council, and the Department of Community Affairs to trigger the Development Approval* Process for the next Preliminary Site Plan*. Such study will be designed to determine if the proposed development will reduce daily or peak hour Level of Service* on any of the roadway segments or intersections within the Transportation Impact Area* as generally identified in "Exhibit D", to below an Acceptable Level of Service*. Any such Traffic Study* shall include traffic to be generated by the proposed Phase or Sub-Phase, existing traffic, and traffic anticipated from prior Development Approvals*.
- V. "Transportation Impact Area*" shall be defined as the roadway segments and intersections receiving transportation impacts where the traffic generated by a proposed PSP* in combination with prior approvals of this project will be five percent (5%) or more of the Acceptable Level of Service*. This area was generally depicted on Map J ("Exhibit D") which was submitted with the ADA*.
- W. "Vertical Development*" shall mean and shall be deemed to include the construction of new residential units and non-residential units or the reconstruction or addition to any structure.

- X. "Wallace Tract*" shall mean that portion of the Unnamed Exclusive Golf and Country Club described as together with the NW 1/4 of Section 35, Township 35 South, Range 18 East, and the South 1/2 of the SW 1/4 of the SW 1/4 of Section 26, Township 35 South, Range 18 East, Manatee County, Florida. Containing 63 acres, more or less.
- Y. "Warranted*" shall mean a determination by the County Transportation Division, Public Works Department based on generally accepted transportation engineering practices that the Acceptable Level of Service* cannot be maintained on a roadway segment or intersection without the construction of a transportation improvement required by this Development Order. All reserved vehicle trips on the roadway segment or intersection shall be counted regardless of their source in making this determination, not merely the trips generated by Unnamed Exclusive Golf and Country Club.
- Z. "Wetland*" shall mean any wetland under the jurisdictional limits defined by Chapter 40D-4.021, Florida Administrative Code, and implemented by the Florida Department of Environmental Protection, or as defined within Chapter 40D-4, F.A.C., and implemented by the Southwest Florida Water Management District. It is recognized that Arvida Corporation and its successors, including the Developer*, received a jurisdictional determination covering the Circle-N-Bar Ranch property, which was performed and verified by the Florida Department of Environmental Regulation on July 20, 1984, and validated as a binding jurisdictional statement pursuant to Section 403.913(5), Florida Statutes, on January 21, 1985 (Exhibit F). Subject to the conditions contained in this definition, all rights accruing from this validation shall continue to be protected in this ordinance pursuant to Subsection 373.414.(12), Florida Statutes, and the Wetland* permitting criteria set forth in Chapter 40D-4, Florida Administrative Code, in effect prior to October 1, 1986. In the event the aforesaid jurisdictional determination expires, is withdrawn, or is otherwise no longer valid or binding, then any new, amended, or revised jurisdictional determinations shall apply to all portions of this development which have not received Preliminary Site Plan* approval.

Q.(10) Development within University Park Country Club shall comply with the standards of the Land Development Code, except as follows:

- a. The minimum lot width for single-family semi-detached, zero-lot-line residences, or residences with attached garages shall be 40 feet. Said unit types shall not consist of more than 25 percent of the total units in the development.
- b. The minimum front yard building setback for residences with side loaded garages shall be 20 feet. The minimum front yard building setbacks for all other residences shall be 25 feet.
- c. The minimum side yard building setback for zero-lot-line and single-family semi-detached residences or garages which are semi-detached shall be 0 feet adjacent to one property line and 15 feet on the opposite side. The minimum building setback for all other side yards in the development shall be 7.5 feet.
- d. A minimum 5 foot rear yard setback for single-family semi-detached and zero-lot-line residences shall be required between the upland edge of a wetland buffer and adjacent structures provided a walled courtyard is provided in the rear of the residence and that there not be any doorway on the rear side of the courtyard within 15 feet of the buffer.
- e. The minimum pavement width for all one-way street segments around cul-de-sacs which serve less than seven lots shall be 20 feet.

Q.(11) Unless specifically modified with this or previous approvals, or subsequent approvals, development in the project shall comply with all requirements of the Land Development Code. Modifications which may be approved administratively by the Director may be considered on a case by case basis.

Q.(12) Prior to the approval of each final site plan, a Fugitive Particulate Abatement Plan must be approved by the Environmental Management Department.

Q.(13) Multi-family units shall only be located at the northwest corner of Park Boulevard and University Parkway

Q.(14) The waterfront setbacks shall be 30', except for 10' which was previously approved in Whitebridge Court.

MODIFICATIONS:

1. Modification to Section 603.7.4.8 of the Land Development Code, reducing minimum lot width to 40 feet for single-family semi-detached and zero-lot-line residences.
2. Modification to Section 603.7.4.7 of the Land Development Code, reducing front yard setbacks to 20 feet for units with side loaded garages, side yard setbacks to 0 feet on one side of all single-family attached and zero-lot-line residences, a 15 foot side yard setback on one side of all zero-lot-line residences and for single-family attached, and 7.5 feet for all other side yards in the development.
3. Modification to Section 702.6.10 of the Land Development Code to allow a 5 foot setback for single-family attached and zero-lot-line residences between the upland edge of the wetland buffer and an adjacent structure.
4. Modification to Section 907.9.2.4 of the Land Development Code to allow a pavement width of 20 feet for one-way street segments around cul-de-sacs which serve less than seven lots.
5. Modification to Section 712.2.8 of the Land Development Code to allow greater than 100 units in Virginia Waters Subdivision with only one means of access.
6. Modification to Section 907.7.3 of the Land Development Code to allow side lot lines to deviate more than 22.5 degrees from the side lot line drawn perpendicular to the street line.

Section 4. LEGAL DESCRIPTION.

GENERAL DEVELOPMENT PLAN PARCEL:

TRACT 1: A PARCEL OF LAND IN SECTIONS 25, 26, 35, AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N 00°01'06" W, (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATION SYSTEM), A DISTANCE OF 2,699.49 FEET TO THE W 1/4 OF SAID SECTION 35; THENCE N 00°00'58" W, A DISTANCE OF 1,349.81 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE S 89°03'17" E, A DISTANCE OF 1,374.67 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE N 00°05'44" W, A DISTANCE OF 1,346.55 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 00°45'13" E, A DISTANCE OF 662.30 FEET TO THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 88°59'30" W, A DISTANCE OF 1,380.82 FEET TO THE SOUTHWEST CORNER OF THE SAID N 1/2 OF THE SW 1/4 OF THE SW 1/4; THENCE N 00°03'46" E, A DISTANCE OF 1,981.78 FEET TO THE W 1/4 CORNER OF SAID SECTION 26; THENCE N 00°07'13" E, A DISTANCE OF 1,333.96 FEET TO THE NORTHWEST CORNER OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26; THENCE S 89°13'01" E, A DISTANCE OF 2,840.13 FEET TO THE NORTHEAST CORNER OF SAID S 1/2 OF THE NW 1/4; THENCE S 01°26'26" W, A DISTANCE OF 1,334.27 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 26; THENCE S 89°12'40" E, A DISTANCE OF 2,807.69 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 25; THENCE S 89°11'03" E, ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 303.73 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID SECTION 25; THENCE S 02°45'45" W, AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, A DISTANCE OF

2,673.33 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE CONTINUE S 02°45'45" W, A DISTANCE OF 1.04 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO WEST LINE OF SAID SECTION 36; THENCE S 00°20'22" E, AND PARALLEL TO THE WEST LINE OF SAID SECTION 36; A DISTANCE OF 1,461.89 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 35, A DISTANCE OF 303.59 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE CONTINUE N 89°27'25" W, A DISTANCE OF 1,513.94 FEET TO THE WEST LINE OF A 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, THENCE S 00°26'00" W, ALONG SAID WEST LINE, A DISTANCE OF 2,560.80 FEET; THENCE N 89°27'42" W, A DISTANCE OF 1,800.00 FEET; THENCE S 00°26'00" W, A DISTANCE OF 1,320.00 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE N 89°28'17" W, A DISTANCE OF 2,154.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 877.94 ACRES, MORE OR LESS.

TRACT 2: TOGETHER WITH AND INCLUDING ALL THAT PART OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 26, LYING SOUTHERLY AND WESTERLY OF THE BRADEN RIVER.

CONTAINING 42.7 ACRES, MORE OR LESS.

WALLACE TRACT: TOGETHER WITH THE NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AND THE SOUTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 63.0 ACRES, MORE OR LESS.

SIMMS TRACT: TOGETHER WITH THAT PORTION OF THE UNNAMED EXCLUSIVE COUNTRY CLUB DESCRIBED AS THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, LYING SOUTH OF THE BRADEN RIVER. LYING AND BEING IN MANATEE COUNTY, FLORIDA.

CONTAINING 74.5 ACRES, MORE OR LESS.

ARVIDA TRACT: FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 18 EAST, RUN N 89°27'25" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY, ALSO BEING THE SOUTH SECTION LINE OF SAID SECTION 35, A DISTANCE OF 1,406.29 FEET TO THE EAST LINE OF A 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 996, PAGE 1979, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE N 89°27'25" W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND SOUTH SECTION LINE, A DISTANCE OF 1,354.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 89°28'17" W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND SOUTH SECTION LINE, A DISTANCE OF 605.51 FEET; THENCE N 00°26'00" E, A DISTANCE OF 1,320.00 FEET; THENCE S 89°27'42" E, A DISTANCE OF 1800.00 FEET TO THE WEST LINE OF SAID 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE N 00°26'00" E, ALONG SAID WEST LINE A DISTANCE OF 2,560.80 FEET; THENCE S 89°27'25" E, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1,513.94 FEET TO THE WEST LINE OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE CONTINUE S 89°27'25" E, A DISTANCE OF 303.59 FEET TO A POINT THAT IS 303.55 FEET EAST OF, AS MEASURED AT A RIGHT ANGLE TO, THE WEST LINE OF SAID SECTION 36; THENCE S 00°20'22" E, AND PARALLEL TO THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2,561.09 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1,435.71 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT HAVING A TANGENT BEARING OF S 31°21'59" W, AND LYING ON THE EASTERLY LINE OF LANDS OF FLORIDA POWER & LIGHT COMPANY DESCRIBED IN OFFICIAL RECORDS BOOK 1184, PAGE 3443, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY, AND WESTERLY LINES OF SAID LANDS THE FOLLOWING FIVE CALLS: NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°48'59" A DISTANCE OF 192.91 FEET; THENCE N 17°33'00" E, A DISTANCE OF 68.92 FEET; THENCE N 00°26'00" E, A DISTANCE OF 158.17 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF

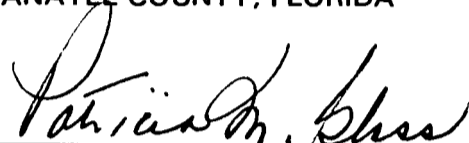
355.00 FEET TO THE EAST LINE OF SAID 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE S 00°26'00" W, ALONG SAID EAST LINE, A DISTANCE OF 400.00 FEET; THENCE S 00°26'00" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 35 AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. CONTAINING 164.23 ACRES, MORE OR LESS.

Section 5. EFFECTIVE DATE. This ordinance shall take effect upon receipt of official acknowledgment from the Department of State that this ordinance has been filed with that Department.

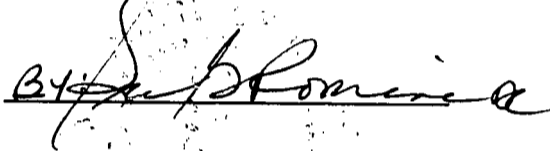
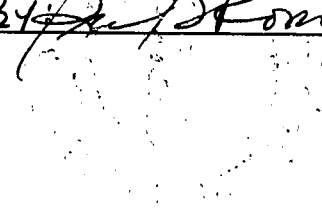
PASSED AND DULY ADOPTED, by the Board of County Commissioners of Manatee County, Florida on the 8th day of July, 1997.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY:


Chairman

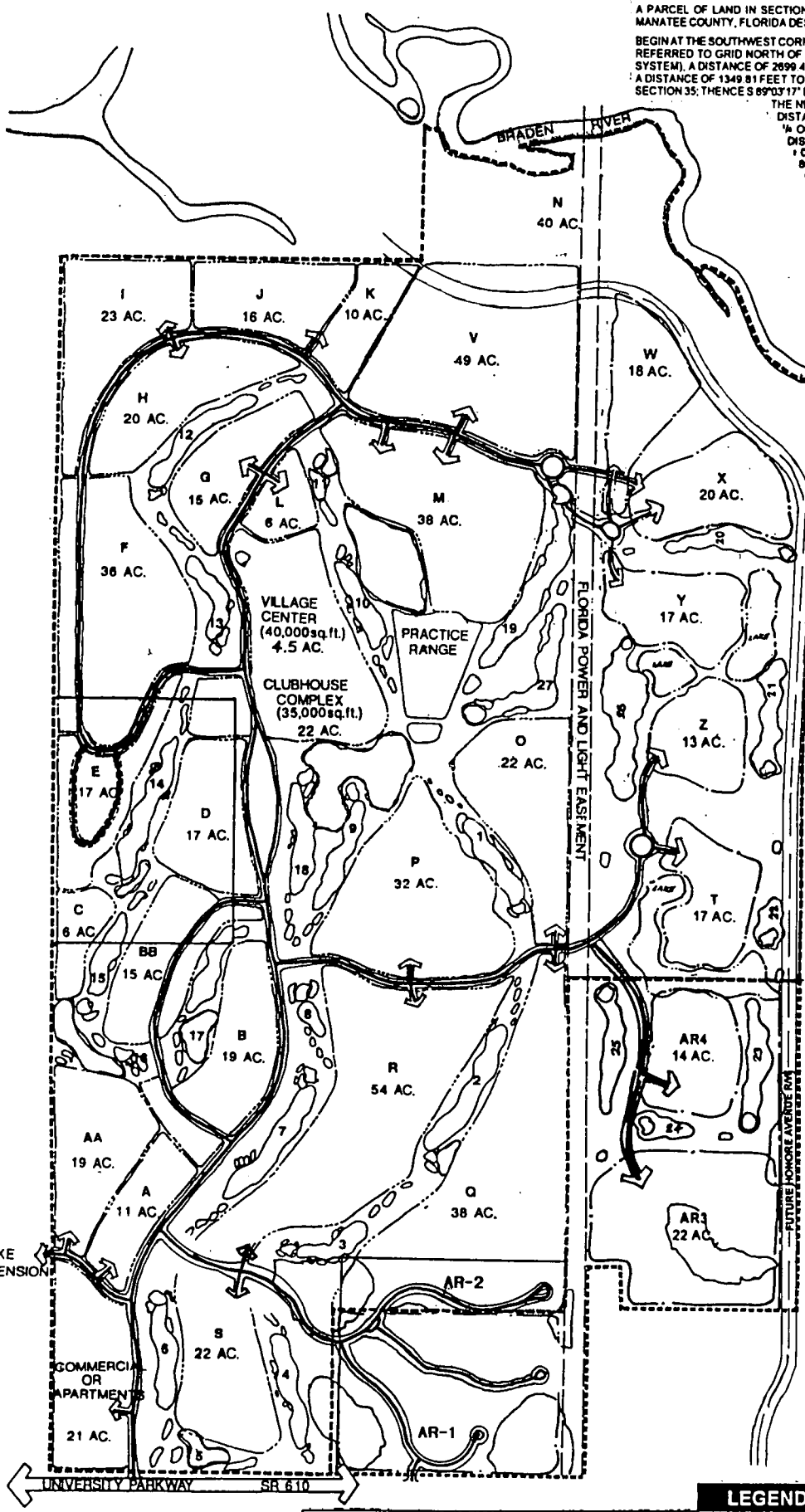
ATTEST: R.B. SHORE
Clerk of the Circuit Court

PDR-89-05 (Z)(G)(R^s) Unnamed Exclusive Golf: Country
Club

Exhibit "A" does

not exist.



(1) LEGAL DESCRIPTION
(1a) UNNAMED EXCLUSIVE GOLF & COUNTRY CLUB (DRI #202)
 A PARCEL OF LAND IN SECTIONS 25, 26, 35, AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:
 BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N 00°01'06" W, (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 2699.49 FEET TO THE W 1/4 OF SAID SECTION 35; THENCE N 00°00'58" W, A DISTANCE OF 1349.81 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE S 89°03'17" E, A DISTANCE OF 1374.87 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE N 00°05'44" W, A DISTANCE OF 1348.55 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 00°45'13" E, A DISTANCE OF 463.50 FEET TO THE SOUTHEAST CORNER OF THE N 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 88°59'30" W, A DISTANCE OF 1380.82 FEET TO THE SOUTHWEST CORNER OF THE SAID N 1/4 OF THE SW 1/4 OF THE SW 1/4; THENCE N 00°03'48" E, A DISTANCE OF 1881.78 FEET TO THE W 1/4 CORNER OF SAID SECTION 26; THENCE N 00°07'13" E, A DISTANCE OF 1333.86 FEET TO THE NORTHWEST CORNER OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26; THENCE S 89°13'01" E, A DISTANCE OF 2840.13 FEET TO THE NORTHEAST CORNER OF SAID S 1/2 OF THE NW 1/4; THENCE S 01°26'28" W, A DISTANCE OF 1334.27 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 26; THENCE S 89°12'40" E, A DISTANCE OF 2807.69 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 25; THENCE 89°11'00" E, ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 303.73 FEET TO A POINT THAT IS 303.53 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID SECTION 25; THENCE S 02°45'45" W, AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2873.33 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE CONTINUE S 02°45'45" W, A DISTANCE OF 1.04 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO WEST LINE OF SAID SECTION 36; THENCE S 00°20'22" E, AND PARALLEL TO THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 1481.89 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 35, A DISTANCE OF 303.59 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE CONTINUE N 89°27'25" W, A DISTANCE OF 1513.94 FEET TO THE WEST LINE OF A 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT; THENCE S 00°26'00" W, ALONG SAID WEST LINE, A DISTANCE OF 3580.80 FEET; THENCE N 89°27'42" W, A DISTANCE OF 1800.00 FEET; THENCE S 00°26'00" W, A DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE N 89°28'17" W, A DISTANCE OF 2154.88 FEET TO THE POINT OF BEGINNING.
 CONTAINING 877.94 ACRES, MORE OR LESS.
 TOGETHER WITH AND INCLUDING ALL THAT PART OF THE N 1/4 OF THE NE 1/4 OF SAID SECTION 26, LYING SOUTHERLY AND WESTERLY OF THE BRADEN RIVER, CONTAINING 42.7 ACRES, MORE OR LESS.

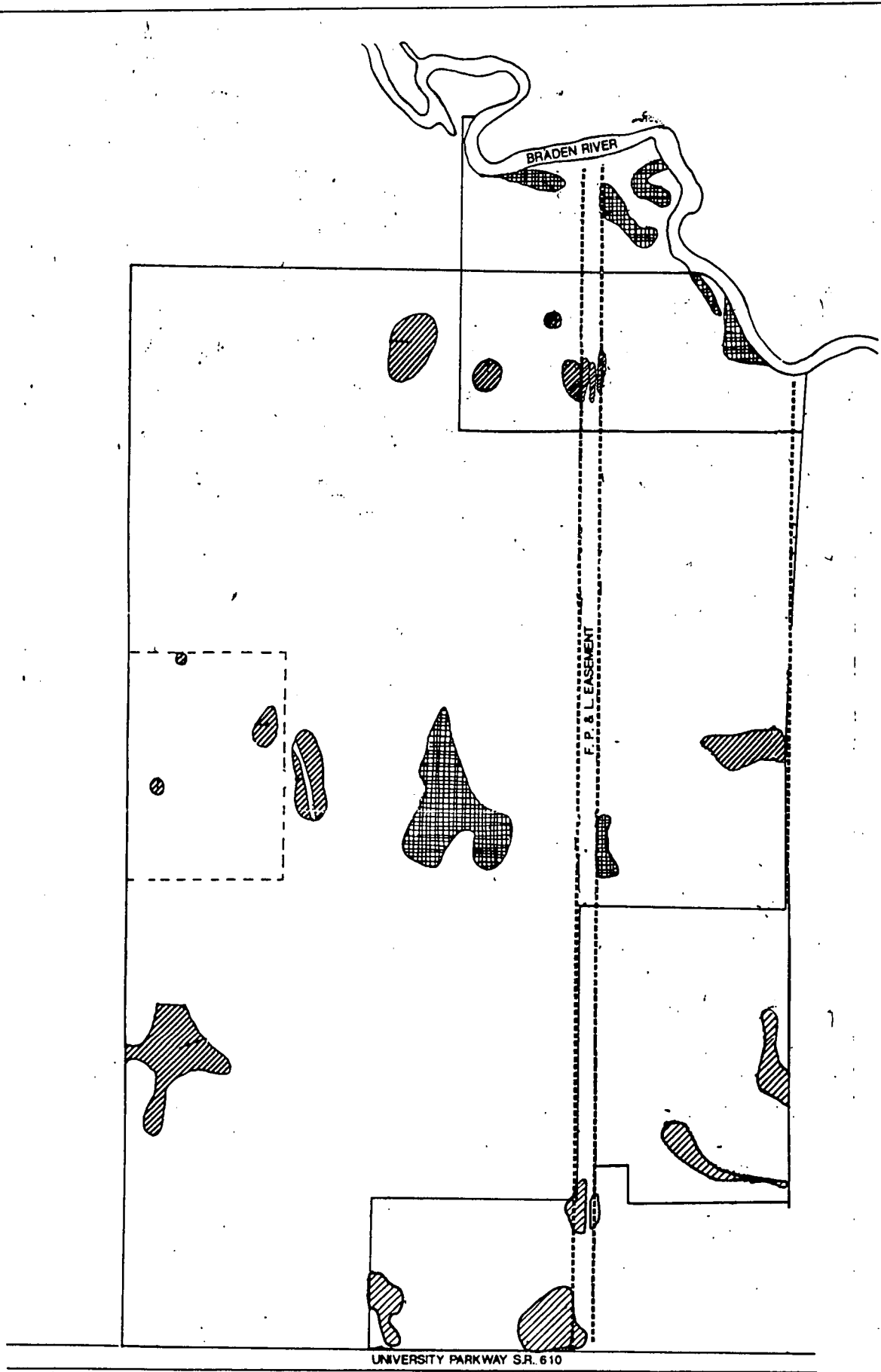
(1b) LEGAL DESCRIPTION WALLACE TRACT (Included In DRA #202)
 TOGETHER WITH THE NW 1/4 OF THE SW 1/4 OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AND THE SOUTHWEST CORNER OF THE SW 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 63 ACRES, MORE OR LESS.

(1c) LEGAL DESCRIPTION SIMMS TRACT (To be added)
 THAT PORTION OF THE SOUTH HALF OF THE NORTH-EAST QUARTER, SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, LYING SOUTH OF THE CENTER-LINE OF THE BRADEN RIVER, LYING AND BEING IN MANATEE COUNTY, FLORIDA.
 CONTAINING 74.5 ACRES, MORE OR LESS.

(1d) UNIVERSITY PARK COUNTRY CLUB EXPANSION PARCEL
 FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 18 EAST RUN N 89°27'25" W ALONG THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY PARKWAY ALSO BEING THE SOUTH SECTION LINE OF SAID SECTION 35, A DISTANCE 1408.29 FEET TO THE EAST LINE OF A 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 998, PAGE 1978, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE N 89°27'25" W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND SOUTH SECTION LINE, A DISTANCE OF 1354.49 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 89°28'17" W, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND SOUTH SECTION LINE, A DISTANCE 608.51 FEET; THENCE N 00°26'00" E, A DISTANCE OF 1320.00 FEET; THENCE S 89°27'42" E, A DISTANCE OF 1800.00 FEET TO THE WEST LINE OF SAID 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE N 00°26'00" E, ALONG SAID WEST LINE A DISTANCE OF 2560.80 FEET; THENCE S 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1513.94 FEET TO THE WEST LINE OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE CONTINUE S 89°27'25" E, A DISTANCE OF 303.59 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID SECTION 36; THENCE S 00°20'22" E, AND PARALLEL TO THE WEST LINE OF SAID SECTION 36, A DISTANCE OF 2581.09 FEET; THEN N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 1435.71 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, SAID POINT HAVING A TANGENT BEARING OF S 31°21'59" W, AND LYING ON THE EASTERLY LINE OF LANDS OF FLORIDA POWER & LIGHT COMPANY DESCRIBED IN OFFICIAL RECORDS BOOK 1184, PAGE 3443, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, NORTHERLY, AND WESTERLY LINES OF SAID LANDS THE FOLLOWING FIVE CALLS: NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°46'59" A DISTANCE OF 192.91 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, A DISTANCE OF 353.00 FEET TO THE EAST LINE OF SAID 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE S 00°26'00" W, ALONG SAID EAST LINE, A DISTANCE OF 400.00 FEET; THEN S 00°26'00" W, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING.
 LYING AND BEING IN SECTIONS 35 AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.
 CONTAINING 184.23 ACRES, MORE OR LESS.

LEGEND	
• Residential (1238 Dwelling Units)	755 Acres
• Commercial (40,000 sq. ft. commercial, 8,000 sq. ft. restaurant or apartments 200 units)	21 Acres
• Village Center (40,000 sq. ft. commercial)	4.5 Acres
• 27 Hole Golf Course (clubhouse, restaurant, driving range, tees greens, fairways, roughs, drainage & natural areas)	322.26 Acres
• Roadways	68 Acres
• Others* (*Includes easements, jurisdictional areas, conservation areas, misc. open space other than golf course)	64.64 Acres

EXHIBIT "B"



UNIVERSITY PARKWAY S.R. 610

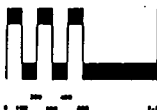


EXHIBIT "C"

LEGEND

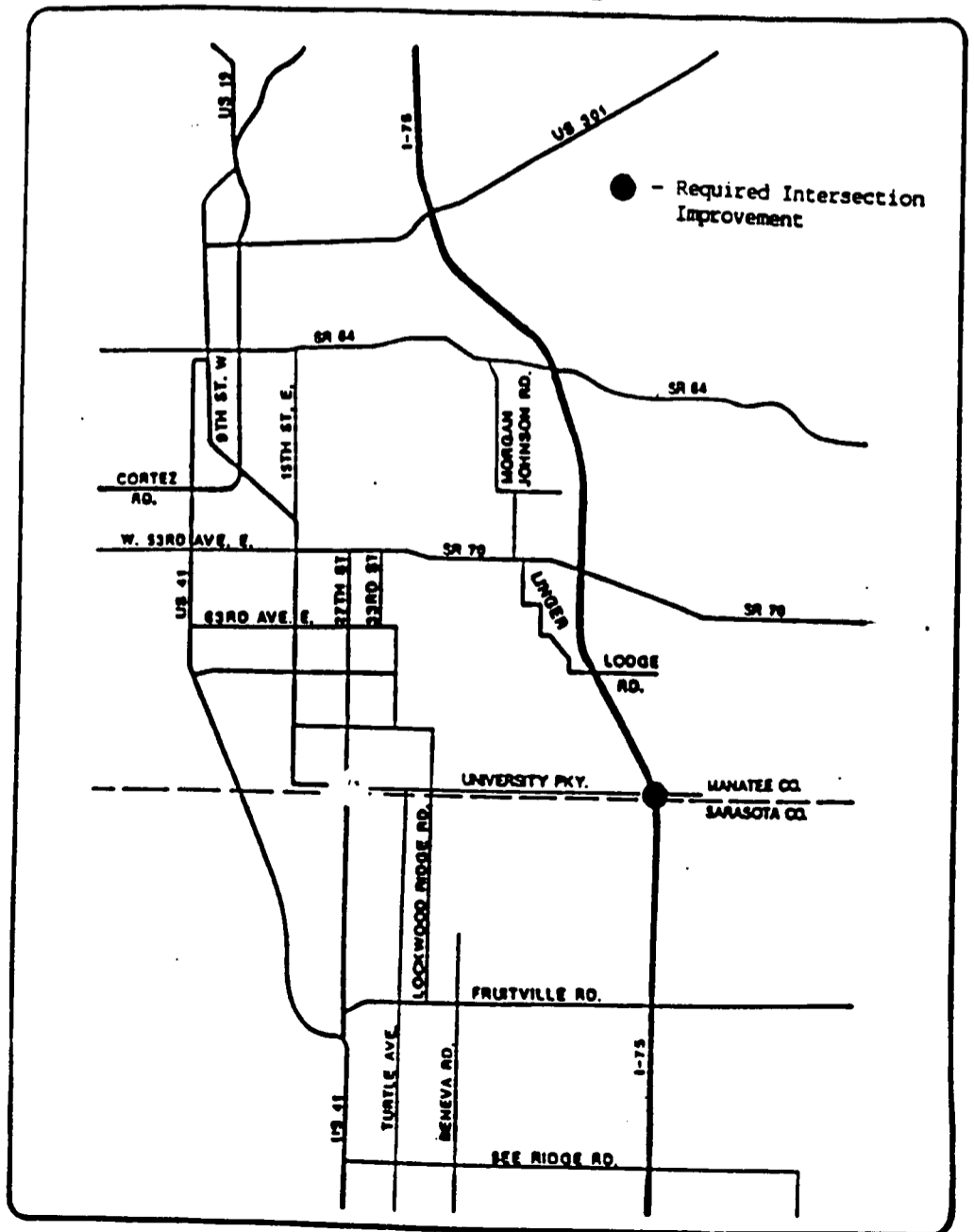


Conservation Areas to remain undisturbed. 34.91 ac.



Preservation areas to remain undisturbed. 22.33 ac.

TRANSPORTATION MAP



PDR-89-05 (2) (G) (R^S) UNNAMED EXCLUSIVE GOLF ;
COUNTRY CLUB

THERE IS NO EXHIBIT "E"

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

TWIN TOWERS OFFICE BUILDING
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32301-8241



BOB GRAHAM
GOVERNOR
VICTORIA J. TSCHINKEL
SECRETARY

January 21, 1985

Robert M. Rhodes, Esquire
Messer, Rhodes and Vickers
P. O. Box 1876
Tallahassee, Florida 32302-1876

Dear Mr. Rhodes:

RE: Circle-N-Bar Ranch,
JD-41-0000-3

This letter is to confirm the status of the jurisdictional determination issued by Suzanne Walker in a letter dated July 20, 1984 and aerial photograph dated August 15, 1984. (Your letter dated October 15, 1984 also requested grandfather status for your DRI project under 403.905(6), Florida Statutes. That request is under a different review process and you will be notified regarding the outcome of that review at a later date.)

Department personnel conducted a site visit and jurisdictional assessment on the property south and west of the Braden River and north of proposed State Road 610 at the Manatee/Sarasota County line, Sections 26 and 35, Township 35 South, Range 18 East, Manatee County.

As a result of that visit and assessment, a jurisdictional line was established as reflected in the material attached hereto, areas outlined in green. Areas outlined in red in Exhibit I are designated as described in the July 20, 1984 letter attached hereto as Exhibit II. No additional areas on the property were reviewed by DER for the jurisdictional determination covered by the July 20, 1984 letter.

Pursuant to Florida Administrative Code Rule 17-4.022(8), as to the property labelled Circle-N-Bar Ranch, the foregoing jurisdictional determination is validated as a binding statement of the extent of the Department's jurisdiction in regard to any future dredging or filling conducted in, on, or over the waters of the State.

Protecting Florida and Your Quality of Life

JD-41-0000-3
January 21, 1985
Page 2

This letter constitutes final agency action unless a person substantially affected by this action requests an administrative hearing. Persons whose substantial interests are affected by this Order (letter) have a right, pursuant to Section 120.57, Florida Statutes, to petition for an administrative determination (hearing) on the decision. The petition must conform to the requirements of Chapters 17-103 and 28-5, F.A.C., and must be filed (received) with the Department's Office of General Counsel, 2600 Blair Stone Road, Tallahassee, Florida 32301, within fourteen (14) days of this notice. Failure to file a petition within the fourteen (14) days constitutes a waiver of any right such person has to an administrative determination (hearing) pursuant to Section 120.57, F.S.

If a formal proceeding pursuant to Section 120.57(1) is requested, at such formal hearing all parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination of witnesses and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to any order or hearing officer's recommended order, and to be represented by counsel. If an informal proceeding is requested, the agency will, in accordance with its rules of procedure, give affected persons or parties or their counsel an opportunity, at a convenient time and place, to present to the agency or hearing officer written or oral evidence in opposition to the agency's action or refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction, pursuant to Section 120.57(2), Florida Statutes.

The hearing process is designed to formulate agency action. Accordingly, the Department's final action as a result of a hearing may be different from the position taken by it in this stage. Therefore, any person who may wish to contest the Department's ultimate decision must petition for hearing within the fourteen day period described above.

Sincerely,

Suzanne P. Walker
Suzanne P. Walker, Chief
Bureau of Permitting

SPW/jk

Attachment

cc: Bill Kutash
Mark Latch

Bob Rhodes
July 20, 1984
Page 3

The attached maps have been marked to correspond with the text above. All areas of concern are identified by red letters. The approximate dredge and fill permitting jurisdiction is marked in black. Please initial both copies and return one copy to this office. If you have any questions, please call me or Mark Latch at 904/488-0130.

Sincerely,

Suzanne P. Walker

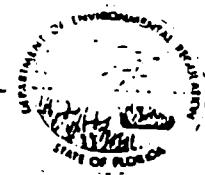
Suzanne P. Walker, Chief
Bureau of Permitting

SPW/jk

cc: Bill Kutash, DER, Tampa
Sandy Young/Ross McWilliams
Bruce Franklin

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

TWIN TOWERS OFFICE BUILDING
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32301-6241



JOE GRAMAM
GOVERNOR
VICTORIA J. TECHINKEL
SECRETARY

July 20, 1984

Bob Rhodes
Messer, Rhodes, and Vickers
P. O. Box 1876
Tallahassee, Florida 32302

Dear Mr. Rhodes:

As you requested in our meeting of May 21, 1984 my staff has evaluated jurisdiction on the property known variously as IIP Kabara, Cypress Lakes, and Circle N-Bar Ranch. The area is located between the Braden River and S.R. 610 in Sections 26 and 35, Township 35 South, Range 18 East, Manatee County.

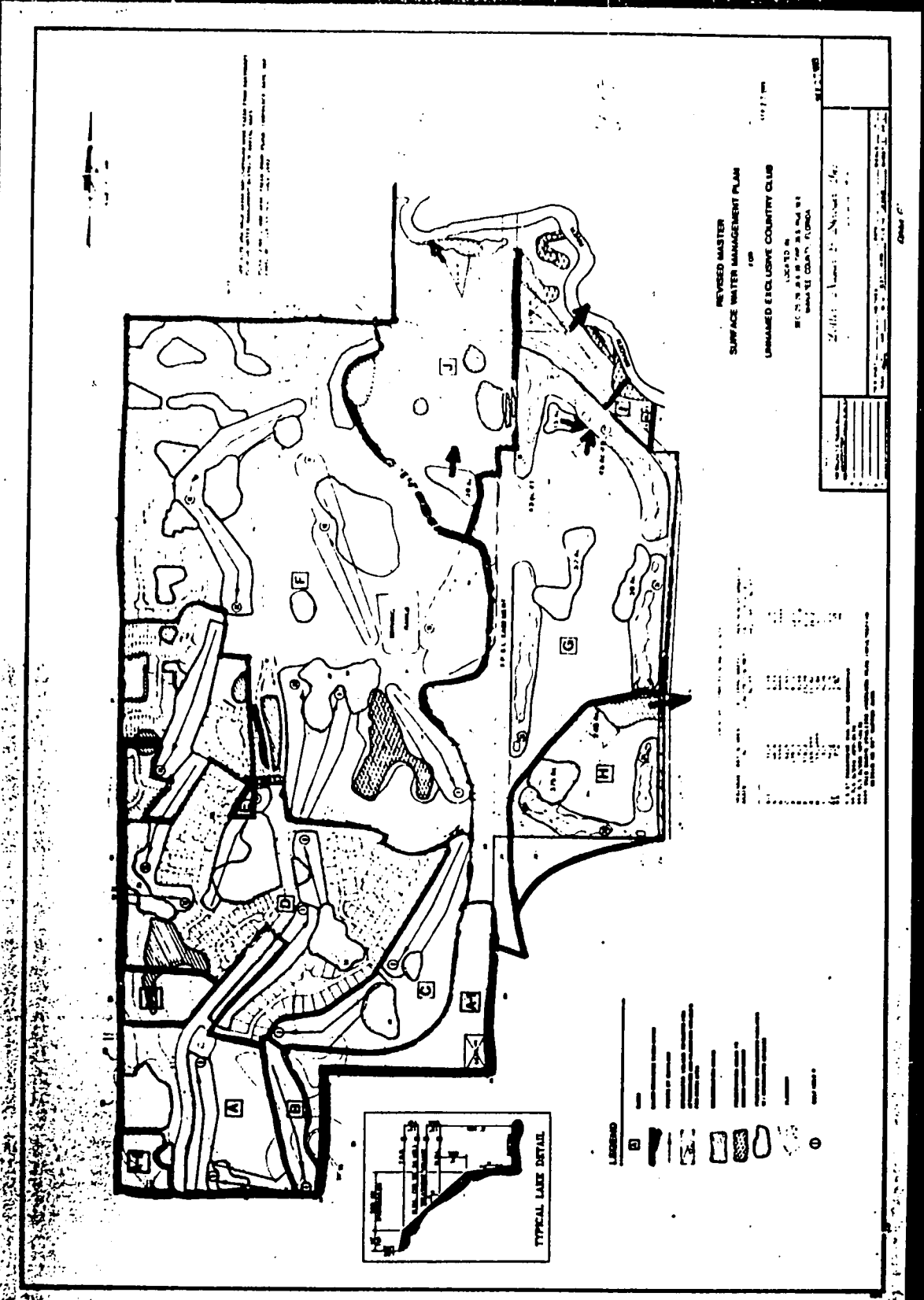
In making this determination, the information developed during the June 14, 1984 site visit by members of my staff and our Tampa district office and the hydrologic data concerning groundwater levels were reviewed. In all discussions that follow, the letter designations refer to the same areas as the March 5, 1982 letter from William B. Carey to Bruce Franklin. The same designations are used on the aerial photographs. Each area will be discussed separately unless two or more areas are connected.

1. Area A is a large grass pond that frequently contains water. Although the drainage area from the pond to the culverts under and south of S. R. 610 was vegetated by some plants on the current vegetation list, the preponderance of vegetation was not listed. The culverts under S.R. 610 showed some stain lines and other indications that there was occasional water flow. However, examination of the groundwater data and survey elevations indicated that flow from the pond area is very infrequent. This area was determined not to be within the dredge and fill permitting jurisdiction of the Department.
2. Areas B and C are connected and are similar to Area A. These areas were determined not to be within the dredge and fill permitting jurisdiction of the Department.

RECEIVED JUL 25 1984

Bob Rhodes
July 20, 1984
Page 2

3. Area D is a hardwood forest area with a small associated meadow. Although there are many plant species present that are tolerant of wet conditions, the dominant plant community is not made up of listed species. In addition, there was no indication of flow through the area. This area was determined not to be within the dredge and fill permitting jurisdiction of the Department.
4. Area E is a freshwater marsh that discharges to the northeast through a ditch. Although the ditch and the marsh were vegetated with listed plant species, neither a vegetated connection or hydrologic connection could be found between the marsh and the ditch. The dredge and fill permitting jurisdiction would extend up the ditch from the Braden River to the southernmost crossing of the ditch, or approximately the 16 ft. contour. The marsh itself was determined not to be within the dredge and fill permitting jurisdiction of the Department.
5. Areas F and G were determined to be connected by listed vegetation as well as hydrologically. Area G is contiguous with the Braden River. Areas F and G were determined to be within the dredge and fill permitting jurisdiction of the Department.
6. Area H is contiguous with the Braden River and is vegetated by listed vegetation and is therefore within the dredge and fill permitting jurisdiction of the Department.
7. Area I is a steep-sided ditch that is connected to the Braden River and is vegetated with listed vegetation. The dredge and fill permitting jurisdiction in this area is limited to the vegetated ditch and is approximated by the 16 ft. contour.
8. Areas K and L are large ponding areas that may infrequently discharge through Area J to a ditch vegetated by listed plants that is contiguous with Cedar Creek. The dominant plant community in Area J or in the connection between Area J and Area K is not made up of listed species. Examination of the groundwater data and survey elevations indicated that flow through Area J is very infrequent. The dredge and fill permitting jurisdiction of the Department is limited to the ditch, north of the northern property boundary.



REVISED MASTER
 SURFACE WATER MANAGEMENT PLAN
 FOR
 UNNAMED EXCLUSIVE COUNTRY CLUB
 LOCATED IN
 SECTION 34 AND 35 OF
 TOWNSHIP 34N, RANGE 10W,
 COUNTY OF COCONO, ARIZONA

DATE	11/17/78
BY	John J. ...
CHECKED BY	...
APPROVED BY	...
TITLE	REVISED MASTER SURFACE WATER MANAGEMENT PLAN FOR UNNAMED EXCLUSIVE COUNTRY CLUB

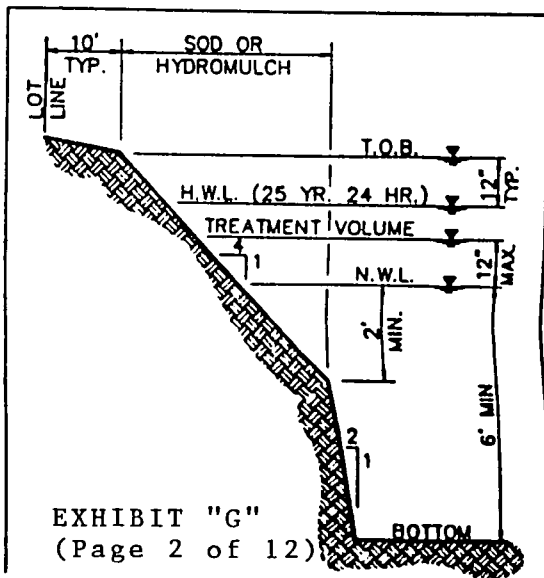
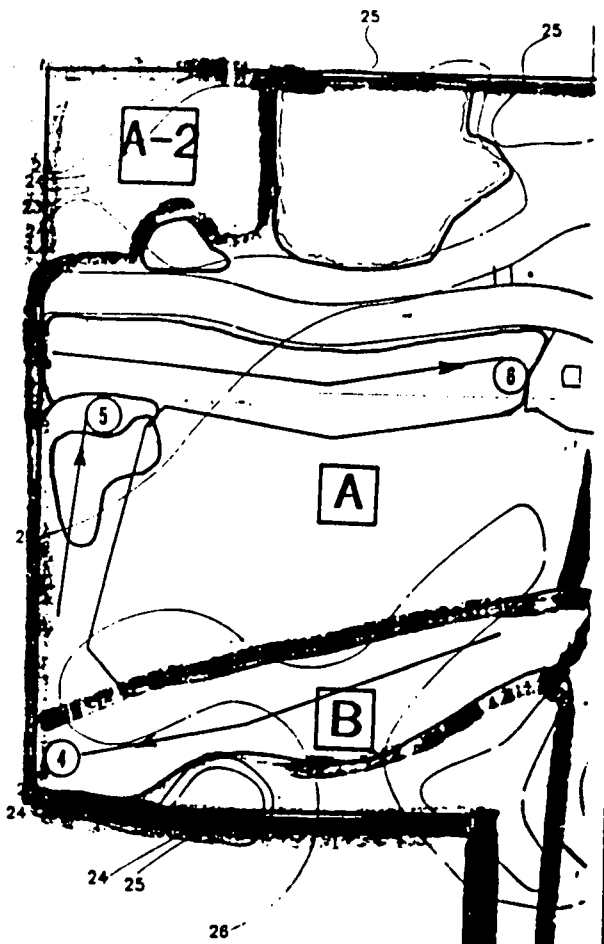


EXHIBIT "G"
(Page 2 of 12)

1224-A



1224-13
EXHIBIT "G" (Page 3 of 12)

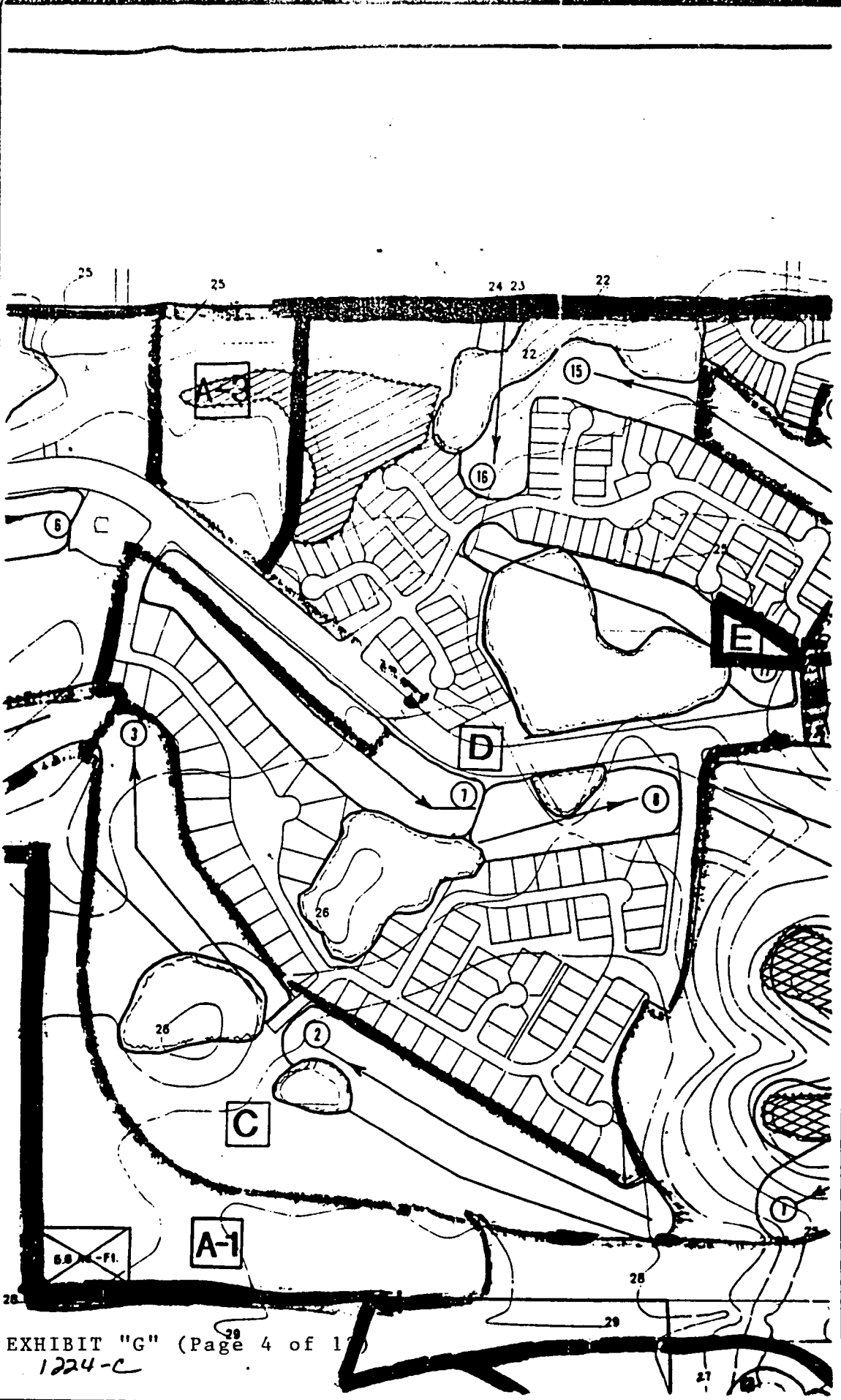
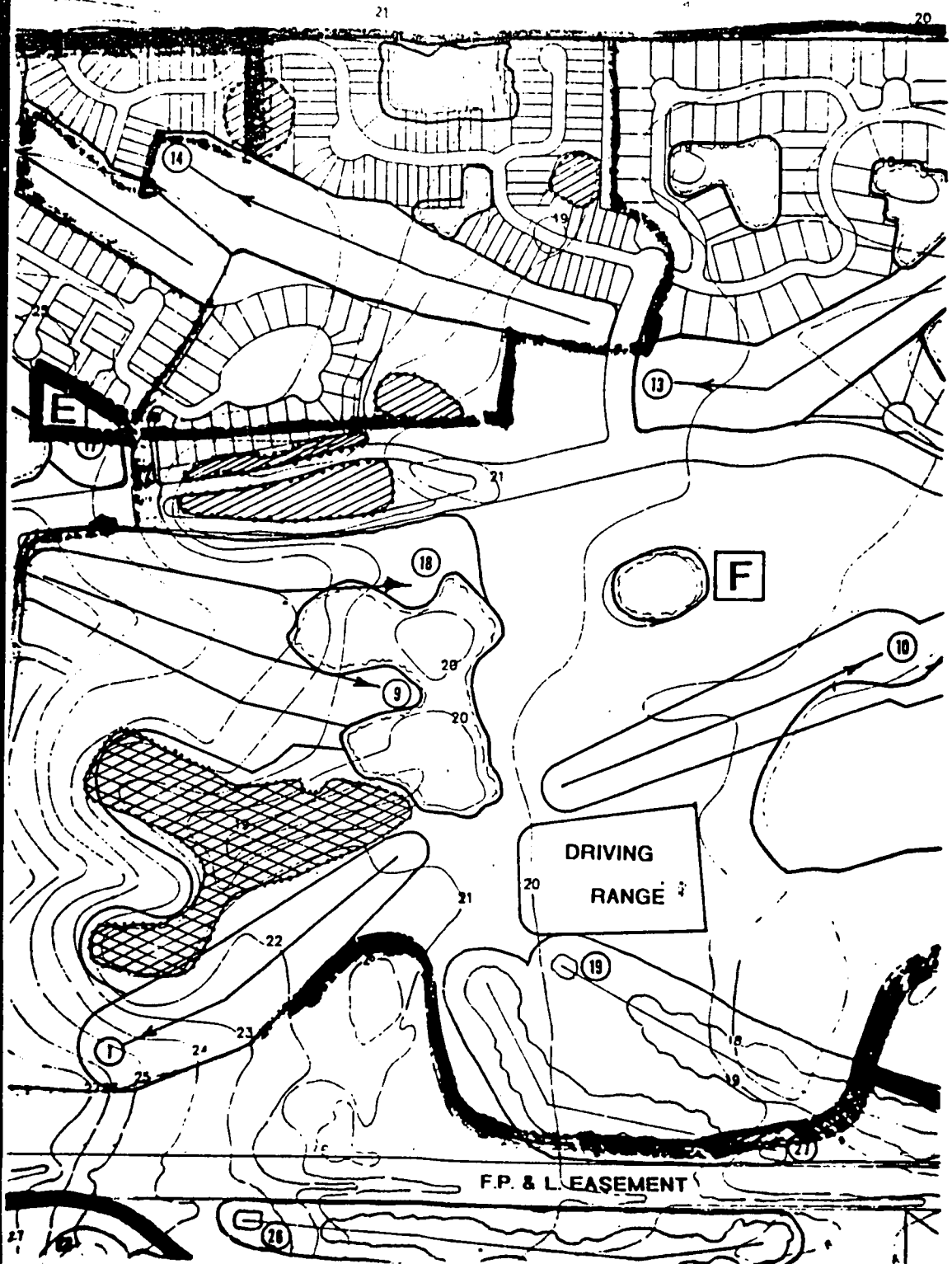


EXHIBIT "G" (Page 4 of 17)
1224-C

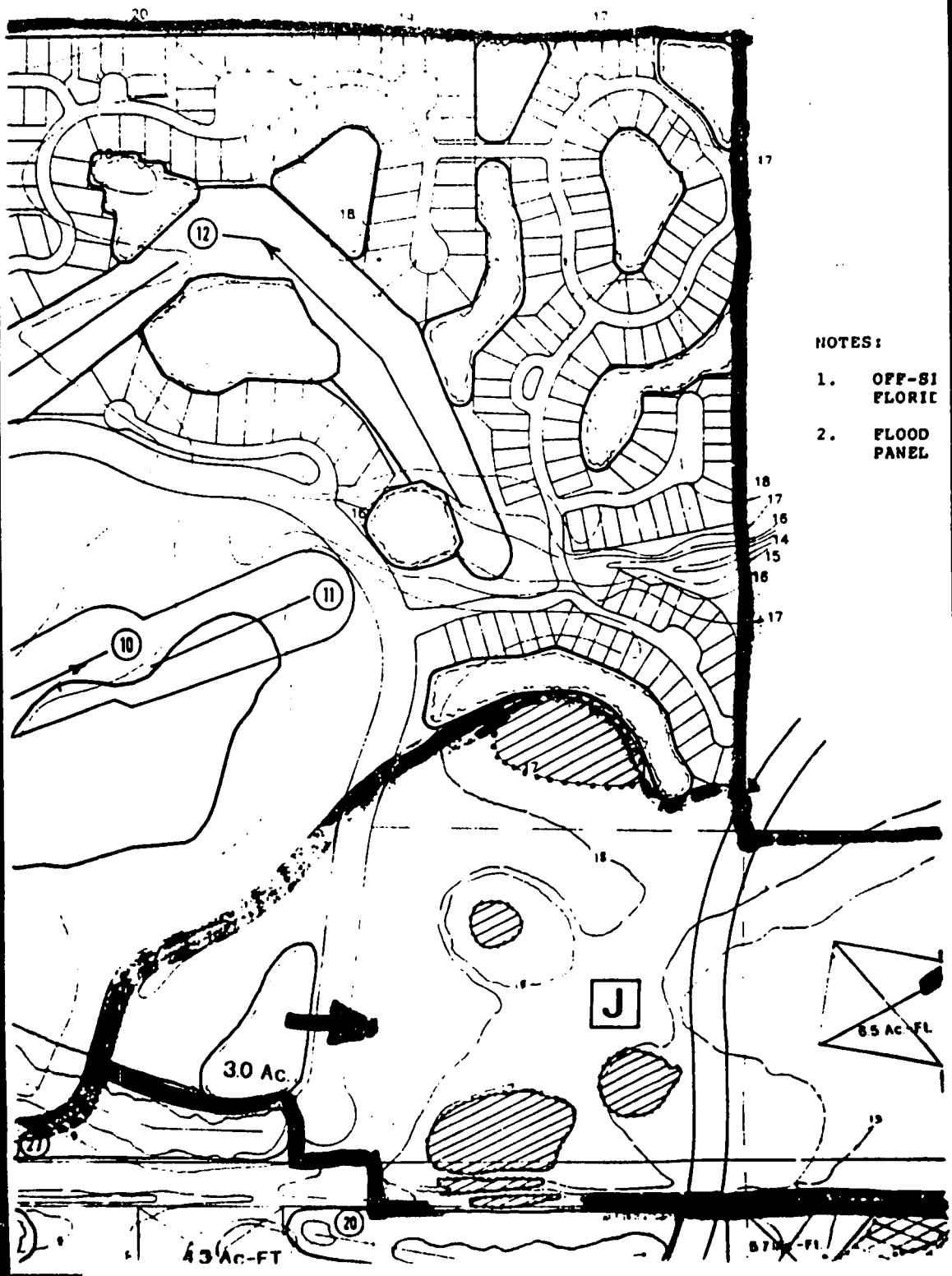
122-D

EXHIBIT "G"
(Page 5 of 12)

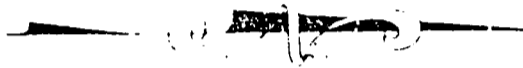


1224-C

EXHIBIT "G"
(Page 6 of 12)



- NOTES:
1. OFF-SI FLORIC
 2. FLOOD PANEL



SCALE 1" = 400'



NOTES:

1. OFF-SITE DRAINAGE AREAS AND CONTOURS WERE TAKEN FROM SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AERIAL MAPS.
2. FLOOD ZONE LINES WERE TAKEN FROM FLOOD INSURANCE RATE MAP, PANEL NO. 1201530365C, JULY 1992.

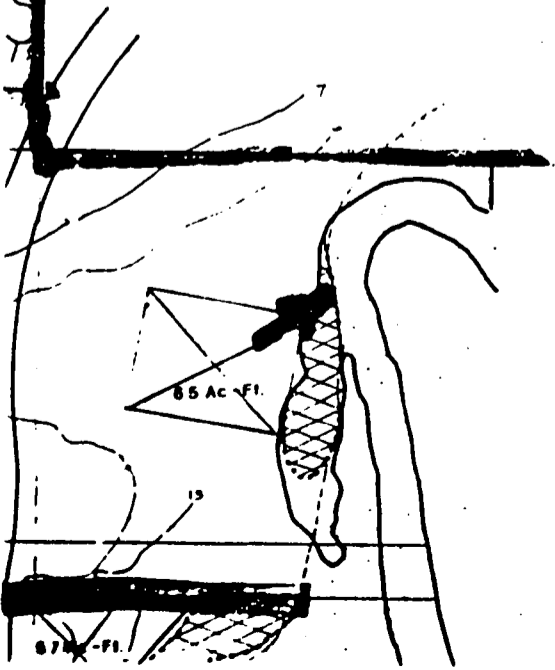
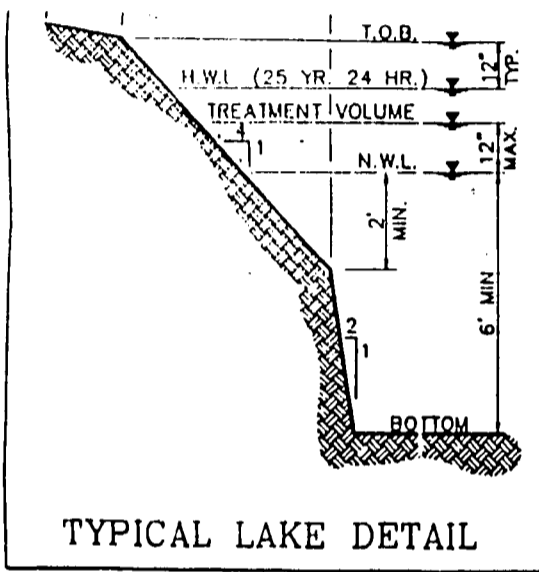


EXHIBIT "G"
(Page 7 of 12)

1224-F

43-11881



TYPICAL LAKE DETAIL

LEGEND


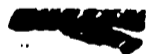

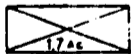





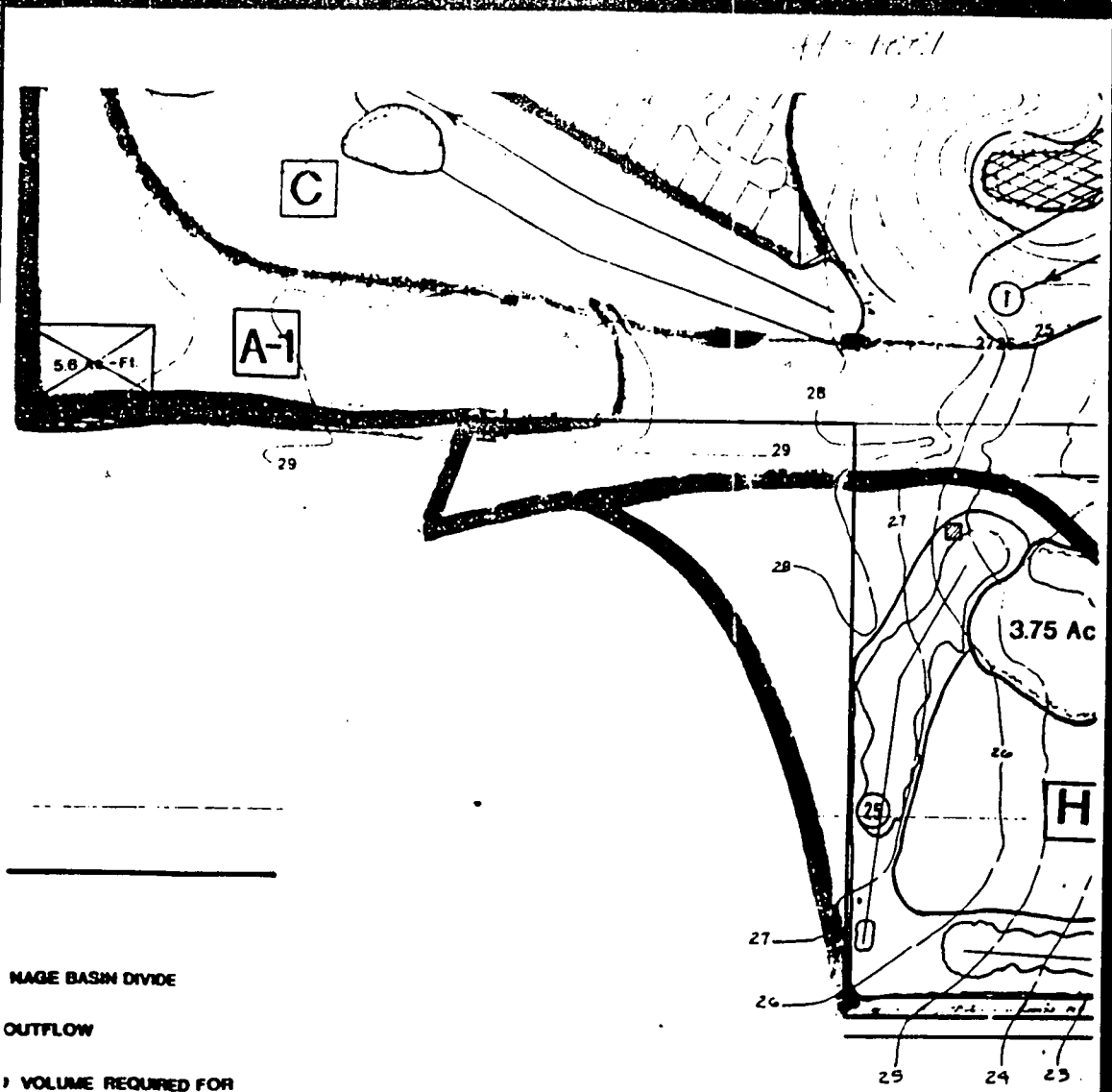
-  BASIN
-  MAJOR DRAINAGE BASIN
-  POINTS OF OUTFLOW
-  DESIGNATED VOLUME FOR ATTENUATION AND FILTRATION FOR BASIN AREA
-  CONSERVATION AREAS
-  PRESERVATION AREAS TO REMAIN UNDISTURBED
-  PROPOSED STORMWATER W / DESIGNATED ACREAGE
-  FLOODWAY
-  GOLF HOLE #

EXHIBIT "G"
(Page 8 of 12)



DRAINAGE BASIN DIVIDE
 OUTFLOW
 VOLUME REQUIRED FOR
 AND FILTRATION VOLUMES
 AREA
 ION AREAS
 ION AREAS TO
 DISTURBED
 STORMWATER FACILITIES
 SITED ACREAGE
 E

DRAINAGE
BASIN

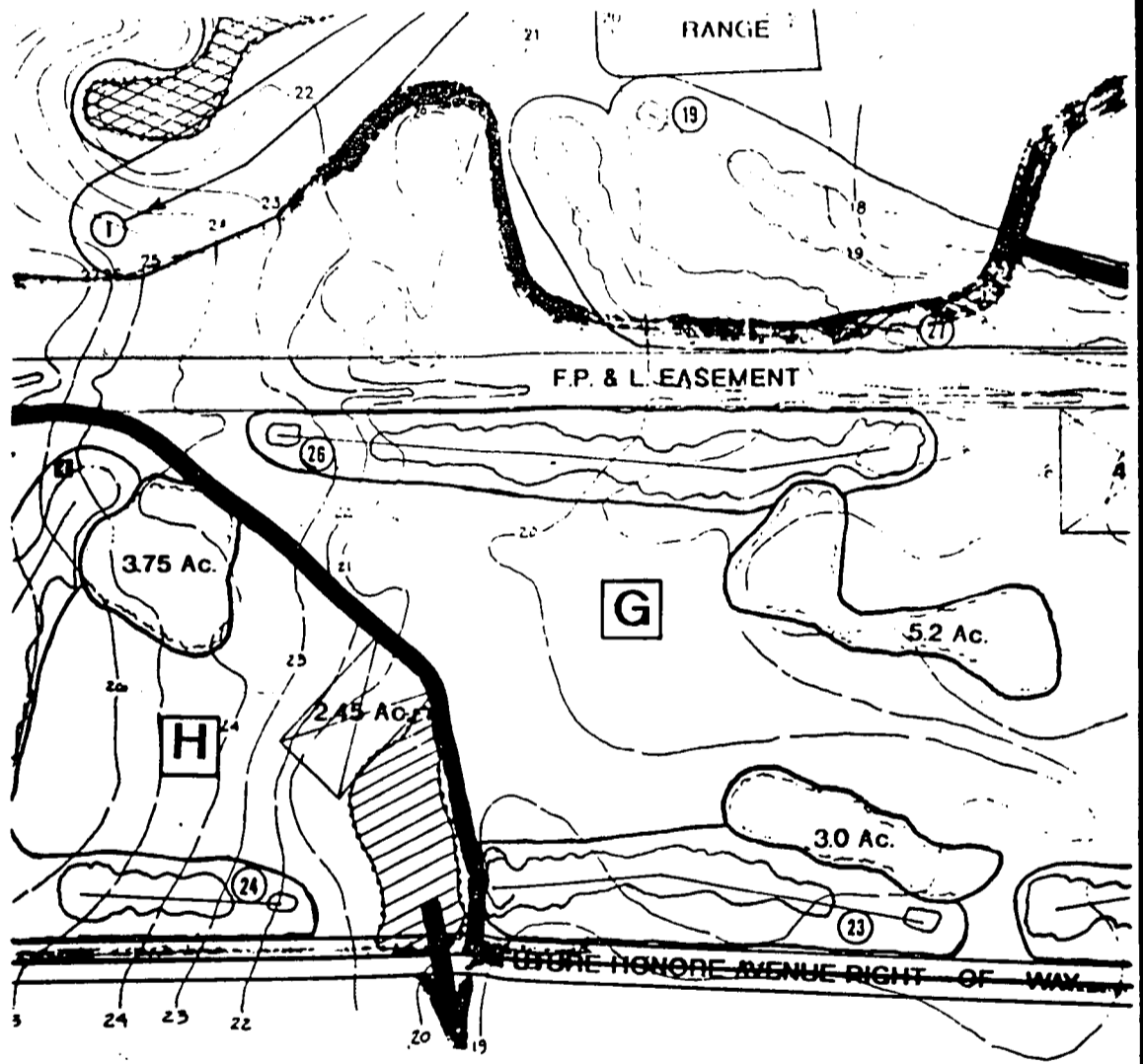
- A-1
- A
- B
- C
- D
- E
- F
- G
- H
- I
- J
- A-2
- A-3

• 3/4" TR:
 •• 9.6 ACI
 ••• 5.5 ACI
 •••• THIS
 WITH

EXHIBIT "G"
(Page 9 of 12)

1224-H

I - hcc1

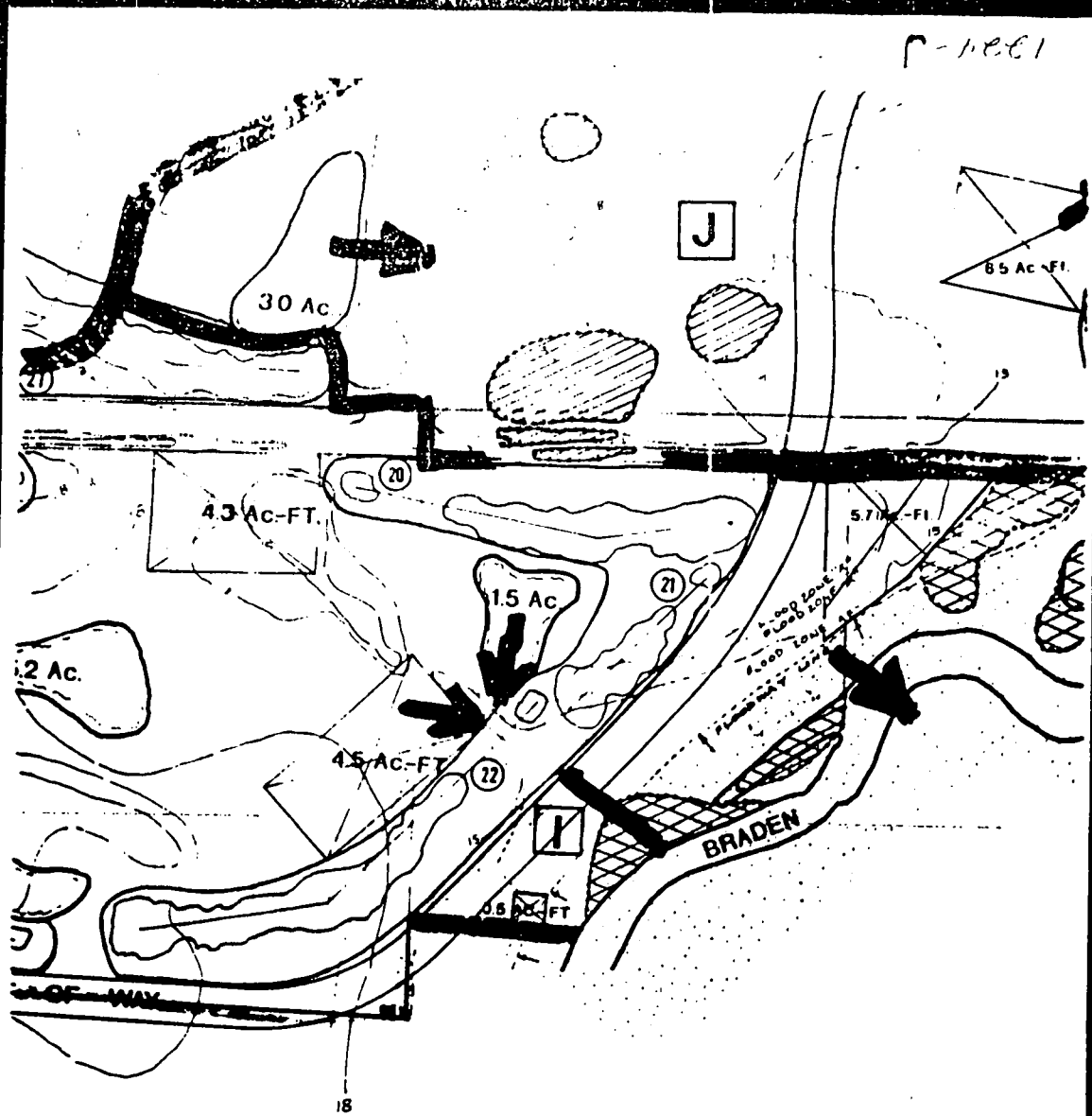


PROPOSED CONUITION BASIN DATA

DRAINAGE BASIN	BASIN AREA (AC)	REQUIRED WATER QUALITY VOLUME* (AC-FT)	MINIMUM STORMWATER FACILITY SIZE REQUIRED (AC-FT)
A-1	31.0	1.94	5.6
A	66.0	4.13	8.3
B	****	****	****
C	42.5	2.65	7.7
D	139.3	9.71	22.5
E	0.7	0.04	0.08
F	374.2	23.39	47.0
G	189.0***	11.81	24.2
H	55.0***	1.40	6.2
I	4.5	0.28	0.5
J	92.2	5.76	9.5
A-2	6.9	0.43	0.9
A-3	11.4	0.71	1.4

* 3/4" TREATMENT FOR EVERS RESERVOIR
 ** 9.6 ACRES OFF-SITE
 *** 9.5 ACRES OFF-SITE
 **** THIS BASIN UTILIZES OVERLAND FLOW INFILTRATION WITHIN AN 80' BUFFER ZONE

1824-I

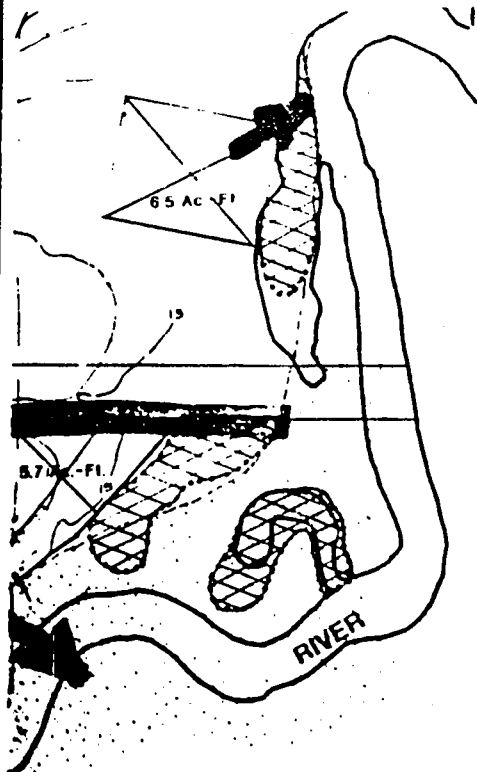


REVISED
 SURFACE WATER M.
 FO
 UNNAMED EXCLUSIV
 LOCATE
 SEC. 25, 26, 35 & 38, T
 MANATEE COU

REVISIONS	
1	ADD BASINS A-20 A-3, DETAIL 7/2/11 (CONSERVATION)
2	ADD PRESERVATION AREAS 8/10/13
3	_____
4	_____
5	_____
6	_____
7	_____

Zoller, Najjar
 Engineers, Planners, Surveyors

DESIGNED _____ CHECKED _____
 DRAWN ALP COMP _____ JOB NO 237-143



X-14321

*Exhibit G
See plan
(2000)*

**REVISED MASTER
ACE WATER MANAGEMENT PLAN**

FOR

MED EXCLUSIVE COUNTRY CLUB

Planning, Permitting

SEP 27 1993

Inspections

LOCATED IN:

SEC. 25, 26, 35 & 36, TWP. 35 S., RGE. 18 E.
MANATEE COUNTY, FLORIDA.

SEP 27 1993

Miller, Najjar & Shroyer, Inc.
Surveyors, Planners, Surveyors & Landscape Architects

EXHIBIT "G"
(Page 12 of 2)

CHECKED _____ DATE 5/11/93 SCALE 1" = 400'
JOB NO 237-14351 FILE NO 10360 SHEET 1 OF 1

1224-K Exhibit 'G'

AGREEMENT

THIS AGREEMENT, made and entered as of this 6th day
of November, 1991, by WOODLANDS COUNTRY CLUB MANAGEMENT, INC., a
Florida Corporation, as Managing Partner for WOODLANDS COUNTRY CLUB
ASSOCIATES, a Florida General Partnership, hereinafter referred to
as "DEVELOPER" and THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,
hereinafter referred to as "SCHOOL BOARD".

WITNESSETH:

WHEREAS, Section 380.06(15)(e)(2), Florida Statutes,
authorizes approval of Development of Regional Impacts (DRI) by a
local government only if adequate provisions for the public
facilities necessary to accommodate the impacts of the proposed
development are made, and

WHEREAS, Section 235.193, Florida Statutes, requires
consideration of the effect of new residential development upon
local public school facilities; and

WHEREAS, Section 230.22, Florida Statutes, empowers the
SCHOOL BOARD to perform duties and exercise responsibilities which
it may find necessary for the improvement of the district school
system; and

WHEREAS, Section 230.23, Florida Statutes, empowers the SCHOOL BOARD as the entity responsible for receiving money and purchasing public school property to ensure that adequate educational facilities are provided for the district's school children; and

WHEREAS, Section 163.3177(10)(h), Florida Statutes, requires that public facilities be provided concurrently with the impact of development; and

WHEREAS, Policies 13.1.5.1 and 13.1.7.5 of the Manatee County Comprehensive Plan requires coordination between Manatee County and the SCHOOL BOARD to ensure that the increased demand for public educational services generated by development is met; and

WHEREAS, Section 909.4.1 - 909.4.3 of the Manatee County Comprehensive Zoning and Land Development Code requires coordination between Manatee County and the SCHOOL BOARD to ensure that residential development should be located in an area in which public schools are or will be available and adequate for the uses proposed or that the developer provide adequate assurance or provision, through developer land dedication or monetary contributions, of public schools to meet the needs related to the development; and

WHEREAS, Section 736.3.22 of the Manatee County Comprehensive Zoning and Land Development Code requires that all Developments of Regional Impact work with the SCHOOL BOARD to identify all educational impacts and to ensure mitigation of those impacts.

WHEREAS, Island Investment Properties, Ltd., a Florida Limited Partnership, Kabara N.V., a Netherland Antilles Corporation authorized to do business in Florida, Tidelands Investment Company, a Delaware Corporation, and Erop Corporation, a Florida corporation are the owners ("Owners") of the real property described in attached Exhibit A and known as unnamed Country Club (DRI #202), hereinafter "Development" located in Manatee County, Florida, which property is subject to a Master Development Order rendered by Manatee County, a political subdivision of the State of Florida, (R-84-69 as amended); and

WHEREAS, WOODLANDS COUNTRY CLUB ASSOCIATES, ("Developer") is the developer of the Development, and is responsible for complying with applicable rules and regulations pertaining to the Development; and

WHEREAS, the Developer elects to satisfy school site requirements pursuant to the Manatee County Comprehensive Plan and Manatee County Land Development Code by entering into this Agreement for the payment of an amount of money to the SCHOOL BOARD to be utilized to offset the cost of purchasing land to provide additional educational site acreage which the parties agree will be required and made necessary by the Development; and

WHEREAS, the schedule and method of payment of such money and its utilization as provided herein for school site purchase/expansion are agreed upon as appropriate under the circumstances of the Development of ADA #202 as presently proposed by the Developer.

NOW, THEREFORE,

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. The Developer shall pay to the SCHOOL BOARD the amount of \$20,000.00 within forty-five (45) days of signing this Agreement. Should Manatee County deny a DRI Development Order for ADA #202, "Unnamed Country Club", then within sixty (60) days of said denial, the SCHOOL BOARD shall refund the amount of \$20,000.00 to Developer.

2. Before the preliminary plan approval of each phase of the Development, the SCHOOL BOARD will review the proposed plan pursuant to the County's Land Development Code and will evaluate the number of students in utilizing the school system from existing phases in the Development. The number of students will be based on school attendance records. If the number of students from the Development at any one time exceeds fifty (50) students, then the Owners and the Developer will be required to mitigate the

educational impacts of all students exceeding fifty (50) students, before final site plan approval of that phase, according to the following methodology:

Number of Students x .021 Acres per Student x \$20,000.00
Cost of Land per acre = Developer Contribution.

3. Nothing stated herein shall waive the rights of the parties to seek judicial review of this Agreement.
4. The SCHOOL BOARD agrees that payment in accordance with this Agreement satisfies the consideration of present educational impacts of the development as proposed under the provisions mandated in Sections 380.06(15)(e)(2), 235.193, 230.22, 230.23, 163.3177(10)(h), Florida Statutes, Policies 13.1.5.1 and 13.1.7.5 of the Manatee Comprehensive Plan, Section 909.4.1 - 909.4.3 and 736.22.1 of the Manatee County Land Development Code and also presently satisfies the Developer's entire obligation regarding public education contained in Master DRI Development Order (R84-69 as amended).
5. The SCHOOL BOARD agrees that compliance with the terms of this Agreement will exempt the Owners and Developer from all existing or future educational site dedication requirements, impact fee, or ordinance required of Developer for the purpose of satisfying educational impacts of the Development. This provision is not an exemption to the payment of ad valorem taxes for

educational purposes. Further, this provision is not an exemption from payment by future property owners of any legally imposed impact fees assessed due to a change of use of their property such as the addition of bedrooms.

6. Upon execution of this Agreement by the Owners, Developer, and the SCHOOL BOARD, the SCHOOL BOARD or its designee shall issue a letter to the Manatee County Board of County Commissioners that a stipulation incorporating and requiring fulfillment of this Agreement will adequately mitigate the Owners and Developer's related educational impacts of the Development as presently proposed.

7. This Agreement shall be binding upon and the benefits hereof inure to the respective successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year below stated.

Signed, Sealed and Delivered
in the Presence of:

THE SCHOOL BOARD OF
MANATEE COUNTY, FLORIDA

By: James Van Ken

Attest:

[Signature]
Superintendent

Approved as to form.
11/5/91 GWS

WOODLANDS COUNTRY CLUB ASSOCIATES,
LIMITED, a Florida General Partnership
By its Managing Partner
WOODLANDS COUNTRY CLUB
MANAGEMENT, INC., a Florida corporation,

By: [Signature]
Patrick K. Neal

(SEAL)

STATE OF FLORIDA
COUNTY OF MANATEE

Before me personally appeared KAREN VAN NOSS
Chairman, and Gene Witt, Superintendent of the School
Board of Manatee County, Florida, known to me to be the persons
described in and who executed the foregoing Agreement and
acknowledged to me that they executed same for the purposes herein
expressed.

Witness my hand and official seal this 6th day
of November, 1991.

[Signature]
Notary Public
My commission expires 11/1/92
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION 602-227-1-1392
BONDED THIS GENERAL. INC. 1990.

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me
this 22 day of October, 1991, by Patrick K. Neal
as President of Woodlands Country Club on behalf of said
partnership.

[Signature]
Notary Public
My commission expires: 11/1/92
[Signature]

**ISLAND INVESTMENT PUBLIC SAFETY PRO RATA SHARE
IMPACT FEE AGREEMENT FOR
EMERGENCY MEDICAL SERVICES: POLICE PROTECTION**

THIS AGREEMENT, made and entered into, as of this 14th day of January, 1994, by ISLAND INVESTMENT PROPERTIES, LTD., a Florida Limited Partnership ("Island"); KABARA CORPORATION, N.V., a Netherlands Antilles Corporation ("Kabara"); WILLIAM T. HARRISON, JR., as Trustee under Land Trust Agreement dated January 24, 1988, and under deed recorded in Official Records Book 1135, page 285, Public Records of Manatee County, Florida ("Trustee"); and WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida General Partnership ("Developer") (Island, Kabara, Trustee, and Developer being collectively referred to herein as "Island Investment"); and THE COUNTY OF MANATEE, a Subdivision of the State of Florida ("Manatee County").

WITNESSETH:

WHEREAS, Island Investment is the owner of certain property located in Manatee County described on the attached Exhibit "A," which Developer is developing as the Unnamed Exclusive Golf and Country Club (aka University Park) Development of Regional Impact (the "Project"); and

WHEREAS, Manatee County issued a Development Order approving the Application for Master Development Approval (ADA) for a Development of Regional Impact (DRI #12 - Resolution R-84-89) for the Project and approved rezoning ordinances for the lands of the Project (Z-84-81 and PDR-89-05(Z)); and

WHEREAS, the Department of Community Affairs has entered into a Preliminary Development Agreement with Island Investment to allow the development of 795 dwelling units prior to issuance of a Final Development Order; and

WHEREAS, under Section 2, paragraph 1 of the Police Protection Subsection of Ordinance Z-84-81, the impacts of the development upon Sheriff's Department services shall be identified in advance of development by the developer using methodology acceptable to, and utilized generally by, the County; and

WHEREAS, in Section 2, paragraph 2 of The Fire Protection/Emergency Services Subsection of Ordinance Z-84-81, Island Investment was required to contribute a pro rata share of the cost of a site for constructing and equipping the emergency medical services portion of a public services building; and

WHEREAS, on January 13, 1991 the Board of County Commissioners approved an Impact Fee agreement for Emergency Medical Services for 3450 dwelling units and 40,000 square feet of commercial/ professional (The 1991 Fee Agreement); and

WHEREAS, pursuant The 1991 Fee Agreement, the developer has paid \$9,189.28 for 515 residential units previously approved pursuant to the Preliminary Development Agreement; and

WHEREAS, on October 13, 1993 Island Investment received County approval for a Development of Regional Impact (DRI) and revised Conceptual Site Plan approval for 1238 dwelling units and 40,000 square feet of commercial/professional; and

WHEREAS, Island Investment now wishes to amend the Fee Agreement dated January 13, 1991 and retain credit for the 515 units, for which Island Investment has previously contributed; and

WHEREAS, the parties have further agreed upon the cost for a site and to construct and equip the Emergency Medical Services portion of the public services building and the cost of the Sheriff's Department portion of the public services building, the proportionate share to be borne by the Project as approved in the DRI, and the timing of said contribution payments by Island Investment, and that such payments shall fully satisfy all of Island Investment's responsibilities and obligations with regard to the Emergency Medical Services and the Sheriff's Department portion of the public services building for the Project; and

WHEREAS, Island Investment's pro rata share to satisfy all of Island Investment's remaining responsibilities and obligations with regard to the Emergency Medical Services portion of the public services building referenced under Section 2 of the Fire Protection/Emergency Services Subsection of zoning ordinance Z-84-81 for the remaining unpaid 720 dwelling units and 40,000 square feet of commercial/office shall be \$16,421.00; and

WHEREAS, Island Investment's pro rata share to satisfy all of Island Investment's responsibilities and obligations with regard to the police protection portion of the public services building referenced under Section 2 under the heading of Police Protection of zoning ordinance Z-84-81 for the Project shall be \$29,624.00.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. To satisfy all of Island Investment's remaining obligations with regard to Emergency Medical Services, pursuant to Section 2, paragraphs 1 and 2 of the Fire Protection/Emergency Services Subsection, ordinance Z-84-81, Island Investment shall make the following payment to Manatee County for allocation to the Emergency Medical Services Department of Manatee County: A payment of \$16,421.00, adjusted for inflation as set forth below, prior to the next Final Plat approval for the Project or the impact fees for Emergency Medical Services component for the remaining units of the project whichever is greater.

The \$16,421.00 shall be adjusted to compensate for inflation for any unpaid balances after January 15, 1994, based on changes in the Consumer Price Index for Urban Consumers, between November 1, 1993 and the date of payment.
2. To satisfy all of Island Investment's obligation with regard to police protection pursuant to Section 2, paragraph 1 of the Police Protection Subsection, Ordinance Z-84-81, Island Investment shall make the following payment to Manatee County for allocation to the Sheriff's Department of Manatee County: A payment of \$29,624.00, adjusted for inflation as set forth below, prior to the next Final Plat approval for the Project or the impact fees for the Law Enforcement component, whichever is greater.

The \$29,624.00 shall be adjusted to compensate for inflation, for any unpaid balances after January 15, 1994, based on the Consumer Price Index for Urban Consumers between November 1, 1993 and the date of payment.
3. Island Investment shall satisfy its obligation to make the payments outlined in paragraphs 1. and 2. by remitting a certified or bank cashier's check made payable to Manatee County.
4. Island Investment shall be entitled to Emergency Medical Services/Police Protection impact fee credit for payments made to Manatee County pursuant to paragraphs 1. and 2. of this Agreement for all building permits obtained after execution of this Agreement.
5. Any contribution not expended or encumbered for professional services, construction or acquisition of Public Safety facilities to serve this project within ten (10) years after the payment shall be returned to Island Investment or its designee. Any credit for impact fees received, pursuant to paragraph 4. of this Agreement, shall be deducted from the amount returned, pursuant to this section.
6. The County agrees that this Agreement constitutes and satisfies Island Investment's entire obligation for Emergency Medical Services regarding Emergency Medical Services and Police Protection for the Project as set forth in the proposed DRI, provided that the Agreement does not address or satisfy Island Investment's obligations regarding Fire Protection.
7. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the heirs, personal representatives, successors and assigns of the parties hereto. Each party covenants and represents to the others that it is validly organized and existing under the Laws of Florida, that it has full power and authority to enter this Agreement and comply with the terms hereof, and that the persons executing this Agreement on behalf of such party have been duly and properly authorized to sign on behalf of such party.
8. This agreement amends the 1991 Fee Agreement in its entirety.

IN WITNESS WHEREOF, the parties have executed and caused to be executed this Agreement in duplicate as of the day and year first above written.

WITNESSES:

Margaret Ann Oakes
Signature of Witness
MARGARET ANN OAKES
Print/Type Name of Witness
Ann M. Olson
Signature of Witness
Print/Type Name of Witness
ANN M. OLSON

WOODLANDS COUNTRY CLUB ASSOCIATES,
a Florida General Partnership
By: Woodlands Country Club Management, Inc., a Florida Corporation, as General Partner
By: James R. Schier
James R. Schier, as President of Woodlands Country Club Management, Inc.

Margaret Ann Oakes
Signature of Witness
MARGARET ANN OAKES
Print/Type Name of Witness
Ann M. Olson
Signature of Witness
Print/Type Name of Witness
ANN M. OLSON

ISLAND INVESTMENT PROPERTIES, LTD.,
a Florida Limited Partnership
By: Suncoast Realty Management Company, a Florida Corporation, as General Partner
By: James R. Schier
James R. Schier, as President of Suncoast Realty Management Company

M Rebecca Clifton
Signature of Witness
M Rebecca Clifton
Print/Type Name of Witness
Sandra W. Altman
Signature of Witness
SANDRA W. ALTMAN
Print/Type Name of Witness

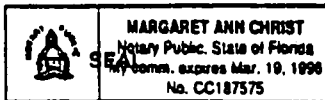
KABARA CORPORATION, N. V.,
a Netherlands Antilles Corporation
By: William T. Harrison, Jr.
William T. Harrison, Jr., as its Attorney-in-Fact

M Rebecca Clifton
Signature of Witness
M Rebecca Clifton
Print/Type Name of Witness
Sandra W. Altman
Signature of Witness
SANDRA W. ALTMAN
Print/Type Name of Witness

William T. Harrison, Jr.
WILLIAM T. HARRISON, JR., as Trustee aforesaid and not individually

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on January 10 1994 (date), before me, the undersigned Notary, personally appeared James R. Schier, as President of Woodlands Country Club Manatee, Inc., a Florida Corporation and General Partner of WOODLANDS COUNTRY CLUB ASSOCIATES, a Florida General Partnership, personally known to me to be the person whose name is subscribed to the within and annexed instrument as a party thereto, executed the same, and that said affiant subscribed his name to this Agreement, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation and the partnership as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.



Margaret Ann Christ
Signature of Person Taking Acknowledgement
Margaret Ann Christ
Type Name

My Commission Expires:

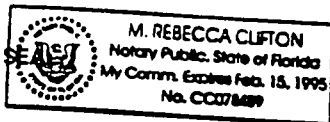
Title or Rank

Commission No.:

Serial Number, if any

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on January 11, 1994 (date), before me, the undersigned Notary, personally appeared William T. Harrison, Jr. as Attorney-in-Fact for KABARA CORPORATION N.V., a Netherlands Antilles Corporation, on behalf of the corporation, personally known to me to be the person whose name is subscribed to the within and annexed instrument as a party thereto, executed the same, and that said affiant subscribed his name to the annexed instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation as its authorized agent for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.



M. Rebecca Clifton
Signature of Person Taking Acknowledgement
M. Rebecca Clifton
Type Name

My Commission Expires:

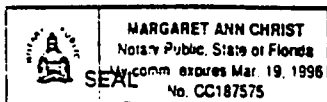
Notary Public
Title or Rank

Commission No.:

Serial Number, if any

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on January 10 1994 (date), before me, the undersigned Notary, personally appeared James R. Schier, as President of Suncoast Realty Management Company, Inc., a Florida Corporation and a General Partner of ISLAND INVESTMENT PROPERTIES, LTD., a Florida Limited Partnership, personally known to me to be the person whose name is subscribed to the within and annexed instrument as a party thereto, executed the same, and that said affiant subscribed his name to the annexed instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for and on behalf of the corporation as such officer for the purposes therein expressed and that he was duly authorized by the corporation and the partnership to do so.



Margaret Ann Christ
Signature of Person Taking Acknowledgement
Margaret Ann Christ
Type Name

My Commission Expires:

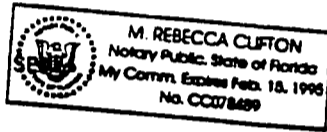
Title or Rank

Commission No.:

Serial Number, if any

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~

I HEREBY CERTIFY that on January 11, 1994 (date), before me, the undersigned Notary, personally appeared William T. Harrison, Jr., as Trustee aforesaid and not individually, personally known to me to be the person whose name is subscribed to the within and annexed instrument as a party thereto, executed the same, and that said affiant subscribed his name to the annexed instrument, and he acknowledged, not under oath, that he executed the foregoing instrument for the purposes therein expressed.



My Commission Expires:

Commission No.:

M. Rebecca Clifton
Signature of Person Taking Acknowledgement

M. Rebecca Clifton
Type Name

Notary Public
Title or Rank

Serial Number, if any

COUNTY OF MANATEE, FLORIDA, by and through its
Board of County Commissioners

By: Stan Stephens
Chairman 1/4/94

ATTEST:

[Signature]
R. B. Shore
Clerk of the Circuit Court

EXHIBIT "A"

TRACT 1: A PARCEL OF LAND IN SECTIONS 25, 26, 35, AND 36, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE N 00°01'06" W, (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATION SYSTEM), A DISTANCE OF 2699.49 FEET TO THE W 1/4 OF SAID SECTION 35; THENCE N 00°00'58" W, A DISTANCE OF 1349.81 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE S 89°03'17" E, A DISTANCE OF 1374.67 FEET TO THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE N 00°05'44" W, A DISTANCE OF 1346.55 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 00°45'13" E, A DISTANCE OF 662.30 FEET TO THE SOUTHEAST CORNER OF THE N 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE N 88°59'30" W, A DISTANCE OF 1380.82 FEET TO THE SOUTHWEST CORNER OF THE SAID N 1/2 OF THE SW 1/4 OF THE SW 1/4; THENCE N 00°03'46" E, A DISTANCE OF 1981.78 FEET TO THE W 1/4 CORNER OF SAID SECTION 28; THENCE N 00°07'13" E, A DISTANCE OF 1333.96 FEET TO THE NORTHWEST CORNER OF THE S 1/2 OF THE NW 1/4 OF SAID SECTION 26; THENCE S 89°13'01" E, A DISTANCE OF 2840.13 FEET TO THE NORTHEAST CORNER OF SAID S 1/2 OF THE NW 1/4; THENCE S 01°26'26" W, A DISTANCE OF 1334.27 FEET TO THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 26; THENCE S 89°12'40" E, A DISTANCE OF 2807.69 FEET TO THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SECTION 25; THENCE S 89°11'03" E, ALONG THE NORTH LINE OF SAID SW 1/4, A DISTANCE OF 303.73 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF SAID SECTION 25; THENCE S 02°45'45" W, AND PARALLEL TO THE WEST LINE OF SAID SECTION 25, A DISTANCE OF 2673.33 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE CONTINUE S 02°45'45" W, A DISTANCE OF 1.04 FEET TO A POINT THAT IS 303.55 FEET EAST OF AS MEASURED AT A RIGHT ANGLE TO WEST LINE OF SAID SECTION 36; THENCE S 00°20'22" E, AND PARALLEL TO THE WEST LINE OF SAID SECTION 36; A DISTANCE OF 1461.89 FEET; THENCE N 89°27'25" W, AND PARALLEL TO THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 35, A DISTANCE OF 303.59 FEET TO THE EAST LINE OF SAID SECTION 35; THENCE CONTINUE N 89°27'25" W, A DISTANCE OF 1513.94 FEET TO THE WEST LINE OF A 160 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, THENCE S 00°26'00" W, ALONG SAID WEST LINE, A DISTANCE OF 2560.80 FEET; THENCE N 89°27'42" W, A DISTANCE OF 1800.00 FEET; THENCE S 00°26'00" W, A DISTANCE OF 1320.00 FEET TO THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE N 89°28'17" W, A DISTANCE OF 2154.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 877.94 ACRES, MORE OR LESS.

TRACT 2: TOGETHER WITH AND INCLUDING ALL THAT PART OF THE N 1/2 OF THE NE 1/4 OF SAID SECTION 26, LYING SOUTHERLY AND WESTERLY OF THE BRADEN RIVER.

CONTAINING 42.7 ACRES, MORE OR LESS.

WALLACE TRACT: TOGETHER WITH THE NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AND THE SOUTH 1/2 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 63.0 ACRES, MORE OR LESS.

SIMMS TRACT: THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 35 SOUTH, RANGE 18 EAST, LYING SOUTH OF THE CENTER LINE OF THE BRADEN RIVER, LYING AND BEING IN MANATEE COUNTY, FLORIDA.

CONTAINING 74.5 ACRES, MORE OR LESS.

EXHIBIT J

**SURFACE WATER MONITORING PLAN
UNNAMED EXCLUSIVE GOLF & COUNTRY CLUB
DEVELOPMENT OF REGIONAL IMPACT**

This exhibit details the Surface Water Monitoring Plan required under section D.(1) of the Unnamed Exclusive Golf and Country Club Development Order. The Developer shall develop a monitoring plan addressing the criteria listed below within six months of approval of this Development Order.

- a. All points of measurable surface water discharge from the property boundaries, within the Braden River Watershed, shall be monitored on a semiannual basis (wet/dry season). At each station, during each sampling event, three grab samples shall be collected, composited, and transported to an FDEP approved laboratory for chemical analysis. In addition, in-situ field parameters should be measured from the composite sample using appropriately calibrated field meters. The three grab samples encompassing the composition sample shall be collected at least twenty minutes apart.
- b. Parametric coverage of the monitoring plan should include the following:
 - specific conductance (field)
 - temperature (field)
 - dissolved oxygen (field)
 - pH (field)
 - flow rates (field)
 - chlorides
 - sulfates
 - fluoride
 - total dissolved solids
 - total suspended solids
 - ammonia
 - nitrate
 - nitrite
 - total Kjeldahl nitrogen
 - total nitrogen
 - orthophosphate
 - total phosphorous
 - copper
 - lead
 - zinc
 - mercury
 - nickel
 - arsenic
 - cadmium
 - chromium
 - silver
 - total coliform
 - fecal coliform
 - BOD-5
 - primary organics (pesticides and herbicides)
- c. Sampling events should be performed following storm events of sufficient intensity to create runoff. All points of measurable surface water inflow and discharge from the site should be sampled following a 1/2 inch or greater storm event using methodology approved by the U. S. Environmental Protection Agency for stormwater sampling associated with the NPDES permitting process. Storm event sampling should be performed twice annually, during wet (June-September) and dry (October-May) seasons, respectively.

- d. The Developer* shall place a staff gauge in the Cedar Creek tributary and all other applicable sampling stations, for the purpose of obtaining volumetric flow measurements.
- e. The results of the monitoring program, and any modifications to the program, shall be subject to reviewed by the County, City of Bradenton, and any other agency requesting review privileges, and for approval by Manatee County and the EAC.
- f. All monitoring reports shall be submitted to TBRPC with each annual report and to Manatee County, the City of Bradenton, and any other agency requesting a copy.

Any modifications to the above listed criteria shall be subject to review by the Manatee County Environmental Action Commission, the City of Bradenton, and any other agency requesting review privileges, and shall be approved by the Manatee County Board of County Commissioners.

STATE OF FLORIDA COUNTY OF MANATEE
 I hereby certify that the foregoing is a true
 copy of ORDINANCE NO. ADR89-05 adopted by the
 Board of County Commissioners of said County on
 the 8 day of July, 1989, this 10 day
 of July, 1989 in Bradenton, Florida.

R. B. Shore
 Clerk of Circuit Court
 By [Signature] D.C.

DIVISIONS OF FLORIDA DEPARTMENT OF STATE
Office of the Secretary
Office of International Relations
Division of Administrative Services
Division of Corporations
Division of Cultural Affairs
Division of Elections
Division of Historical Resources
Division of Library and Information Services
Division of Licensing



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State
DIVISION OF ELECTIONS

MEMBER OF THE FLORIDA CABINET
Historic Florida Keys Preservation Board
Historic Palm Beach County Preservation Board
Historic Pensacola Preservation Board
Historic St. Augustine Preservation Board
Historic Tallahassee Preservation Board
Historic Tampa/Hillsborough County
Preservation Board
Ringling Museum of Art

July 14, 1997

Honorable R. B. Shore
Clerk to Board of County Commissioners
Manatee County
Post Office Box 1000
Bradenton, Florida 34206

FILED FOR RECORD
R.B. SHORE
CLERK CIRCUIT COURT
MANATEE CO. FLORIDA
Jul 16 12 38 PM '97

Attention: Susan G. Romine, Deputy Clerk

Dear Mr. Shore:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge your letters of July 9, 1997 and certified copy each of Manatee County Ordinance Nos. 97-71 and PDR-89-05(G)(R5), which were filed in this office on July 14, 1997.

The duplicate copy of each showing the filing date is being returned for your records.

Sincerely,

Liz Cloud, Chief
Bureau of Administrative Code

LC/mw

Enclosures

BUREAU OF ADMINISTRATIVE CODE

The Elliot Building • 401 South Monroe Street • Tallahassee, Florida 32399-0250 • (904) 488-8427
FAX: (904) 488-7869 • WWW Address <http://www.dos.state.fl.us> • E-Mail: election@mail.dos.state.fl.us