BOARD OF SUPERVISOR'S

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

AGENDA

October 2, 2014

Board of Supervisor's

Anthony Burdett, Chairman William Riley, Vice Chairman Terry Kirschner, Assistant Secretary Dalton Drake, Assistant Secretary Matthew Morris, Assistant Secretary

James P. Ward District Manager 513 Northeast 13th Avenue Fort Lauderdale, Florida 33301

Phone: 954-658-4900 E-mail: ward9490@comcast.net



HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

September 25, 2014

Board of Supervisors Heritage Harbour North Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Heritage Harbour North Community Development District will be held on **Thursday, October 2, 2014** at **2:00 P.M.** at the **River Strand County Club (Clubhouse), 7155 Grand Estuary Trail, Bradenton, Fl. 34212**.

- 1. Call to Order & Roll Call
- 2. Approval of Minutes
 - a) August 7, 2014
- CONSIDERATION OF RESOLUTION 2015-1 OF THE HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING. IN ITS ENTIRETY. RESOLUTION 2014-4 ADOPTED ON NOVEMBER 7, 2013; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$9,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS SPECIAL ASSESSMENT BONDS, SERIES 2014 TO FINANCE A PORTION OF THE COST OF A SERIES PROJECT CONSISTING OF CERTAIN INFRASTRUCTURE AND FACILITIES BENEFITING DISTRICT LANDS, PAYING CAPITALIZED INTEREST ON THE 2014 BONDS, FUNDING THE 2014 RESERVE ACCOUNT FOR THE 2014 BONDS AND PAYING COSTS OF ISSUANCE OF THE 2014 BONDS; APPROVING A FIRST SUPPLEMENTAL INDENTURE IN CONNECTION WITH THE 2014 BONDS AND AUTHORIZING THE EXECUTION THEREOF; RATIFYING THE APPOINTMENT OF A TRUSTEE, PAYING AGENT AND REGISTRAR FOR THE 2014 BONDS; PROVIDING FOR REDEMPTION OF THE 2014 BONDS; AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE 2014 BONDS; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A BOND PURCHASE CONTRACT FOR THE 2014 BONDS; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN THE AUTHORITY TO AWARD THE 2014 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE 2014 BONDS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE 2014 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.



James P. Ward District Manager 2041 NE 6TH TERRACE
WILTON MANORS, FL 33305
PHONE (954) 658-4900
E-MAIL ward9490@comcast.net

4. STAFF REPORTS

- a) DISTRICT ATTORNEY
- b) DISTRICT ENGINEER
 - I. Consideration of Acquisition of Various Infrastructure related to the Series 2007 Project.
- c) DISTRICT MANAGER

5. SUPERVISOR'S REQUESTS AND AUDIENCE COMMENTS

6. ADJOURNMENT

The Agenda will be reviewed with the Board during the meeting is standard and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Heritage Harbour North
Community Development District

Tomes P Word

James P. Ward District Manager



E-MAIL ward9490@comcast.net

MINUTES OF MEETING HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Heritage Harbour North Community Development District's Board of Supervisors was held on Thursday, August 7, 2014, at 2:00 p.m., at the River Strand Golf and Country Club (Clubhouse), 7155 Grand Estuary Trail, Bradenton, Florida 34212.

Present and constituting a quorum were:

Anthony Burdett Chairman
William Riley Vice Chairman
Terry Kirschner Assistant Secretary
Matthew Morris Assistant Secretary

Also present were:

James P. Ward

Shane Cooper

Steven Riggs

District Manager

Banks Engineering

Auditor (Telephonic)

Audience

Gerald Vandauage Lois Vandauage

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:15 p.m. The record will reflect that all members of the Board are present at roll call with the exception of Supervisor Drake.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a) June 5, 2014 Regular Meeting

Mr. Ward stated you've been previously distributed a copy. If there are any additions, corrections or deletions, it would be appropriate at this time to so indicate. Otherwise, a motion for their approval would be in order.

On MOTION by Mr. Kirschner and seconded by Mr. Morris, with all in favor of approving the regular meeting minutes of June 5, 2014 as presented.

THIRD ORDER OF BUSINESS

Public Hearings

a) FISCAL YEAR 2015 BUDGET

I. Public Comment and Testimony

Mr. Ward stated, unless the Board has any questions related to the budget at this point, I'll go ahead and open it up for any public comment or testimony that you may have. I know we have residents here today, so if you have a questions, just if you could please put your name of record and then ask the question, and we'll be glad to answer it. If you don't have any questions, that's fine too. No questions? Hearing none, amotion to close your public hearing would be in order.

On MOTION by Mr. Riley and seconded by Mr. Morris with all in favor of closing the public hearing to the public.

II. Board Comment and Consideration

Mr. Ward asked any Board comments with respect to your budget? Hearing none.

III. Consideration of Resolution 2014-6, relating to the annual appropriations and adopting the budget for Fiscal Year 2015

Mr. Ward stated Resolution 2014-6, which by title is the annual appropriation resolution of the Heritage Harbour North Community Development District. Related to the annual appropriations and adopting the budget for Fiscal Year 2015, beginning October 1, 2014, and ending on September 30, 2015, providing for severability, providing for conflict, and providing for an effective date. That resolution is in order and recommended for your consideration.

Mr. Burdett stated, Jim, just because we have some audience members, can you tell me what the difference was or just so it's in the minutes for our audience, what the difference was this year's assessments, operating and maintenance assessment versus last year.

Mr. Ward stated sure. First of all, we added a number of units to the District this year by the inclusion of what is called the marina area, 400 plus additional units came into the District. So the assessment rate in the current year, which was November of last year's tax bill, was \$69.52 per unit. This coming year, it will be \$47.76 per unit. I assume you must all

live in the new area, because these were the ones who got the notices from the District with respect to the assessment levels for next year.

Mrs. Vandauage stated we saw the notice in the paper.

Mr. Ward stated oh, you saw the notice in the paper?

Mrs. Vandauage stated yes.

Mr. Vandauage asked so our assessment is going down, is that what you're saying?

Mr. Ward stated correct. It went down a little more than \$20 a unit, actually. Any further questions on the resolution?

On MOTION by Mr. Morris and seconded by Mr. Kirschner with all in favor of approving Resolution 2014-6.

b) FISCAL YEAR 2015, IMPOSING SPECIAL ASSESSEMENTS; ADOPTING AN ASSESSMENT ROLL AND APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY

Mr. Ward stated, essentially, what this resolution does is put the assessments in place that we spoke about with respect to the general fund operations, the debt service related to previously issued bonds will also be placed on the tax bills that come out in November of this year.

I. Public Comment and Testimony

Mr. Ward stated this is also a public, so I'll go ahead and open it up to any public comment or testimony at this point with respect to the assessment levels for Heritage Harbour North. Any questions? No. Hearing none, a motion to close your public hearing would be in order.

On MOTION by Mr. Morris and seconded by Mr. Riley with all in favor of closing the public hearing to the public.

II. Board Comment and Consideration

Mr. Ward asked any Board comment with respect to resolution 2014-7? Hearing none.

III. Consideration of Resolution 2014-7, imposing special assessments, certifying an assessment roll and approving the general fund special assessment methodology

Mr. Ward stated a motion to adopt the resolution would be in order.

On MOTION by Mr. Kirschner and seconded by Mr. Riley with all in favor of approving Resolution 2014-7.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2014-8, establishing an operations and maintenance cap for that portion of the District that was annexed into the District during Fiscal Year 2014

Mr. Ward stated, as you may recall, we did this a number of years ago with respect to this District. With the expansion area that was recently annexed into this District, this resolution establishes the same maintenance cap in that expansion area, as we have for the balance of the District. The cap rate that we have previously established is \$70.60 per unit. It comes only into effect if the District, for whatever reason, goes over that cap rate, then we must provide individual mailed notices to all residents within the District. As long as we stay under that, it just means that we don't have to do these individually mailed notices to residents each year. If you have any questions with respect to the resolution, I'll be glad to answer them for you. Otherwise, that resolution is also in order and recommended for your consideration.

On MOTION by Mr. Kirschner and seconded by Mr. Riley with all in favor of approving Resolution 2014-8.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2014-9, designating the dates, time and location for regular meetings of the Board of Supervisors of the District

Mr. Ward stated the Board currently, generally meets on the first Thursday of every month at two o'clock here at the River Strand Golf and Country Club. For this particular

District, we have just generally been meeting maybe three or four times a year, as necessary, for purposes of the budget, and other business matters that may come before the Board. If you have any questions, with respect to the resolution, I would be glad to answer them. Otherwise, it keeps your same date, time and location as you currently have, and that resolution is also in order.

On MOTION by Mr. Riley and seconded by Mr. Morris with all in favor of approving Resolution 2014-9.

SIXTH ORDER OF BUSINESS

Consideration of acceptance of the Audited Financial Statements for the year ended September 30, 2014

Mr. Ward stated I had previously sent to you yesterday an add item for today's agenda, which is the consideration or the acceptance of the audit for the Fiscal Year ending September 30, 2013. Mr. Steven Riggs is on the phone with us today. I provided a copy of that to you electronically. I'm also going to give you a printed copy of that, in case you didn't have time to print it out. I have an extra, if anybody wants one. Steven, I'll ask that you go ahead and take a few minutes and go through the audit with the Board. Steven.

Mr. Riggs stated the first page, you'll come across our Independent Auditor's Report, and what this report says is there were no problems with your audit. All the financial records were in order. We did not have any difficulties associated with performing the audit, and when we did the audit, everything was very clean. Now if you've ever looked at financials before, you'll know that there are two different bases to show the financials, so there's two balance sheets and two profit and loss for governmental entities. I'm going to go over what I think is most useful to you, and what the Board normally sees.

Those set of financials begin on page ten, so on page ten we have our balance sheet. On page 12, we have our profit and loss statement, if you will. Regarding our balance sheet, again, you mainly just have investments on your balance sheet. There's not really anything else, nothing worthy of going over, per say, on that one. But if you look no page 12, again, we have your revenues and expenses by the different funds, and for your general fund, everything looks very normal within that. Your revenues are about what your expenditures are. Your debt service fund, again, everything looks good there. You made your required

payments, and on the capital projects fund, again, the only significant thing within the capital projects fund was the capital outlay identified as an expenditure.

Now what I'd like to do is go ahead and go to the note section beginning on page 14., and then within the notes here, we'll be able to get a little more detail out of what goes behind the numbers that you saw on page ten and page 12. Note 1 is a quick summary of the District, and Note 2 is very standard language across community development districts. It kind of just goes over your accounting policies and how you handle various accounting aspects. That goes on through page 19. If you look on page 19, we begin the third note, and that is our footnote on investments. Again, there's nothing really of significance in here. This gives you the amount that you have in your money market funds, and it indicates that your credit risk, you're in very safe investments, which are in accordance with your bond indenture and everything else.

On page 20, we begin Note 4 regarding your capital assets. We had some additions in the current year, and the only other thing worth mentioning is the accumulative depreciation on those assets. Note 5 begins bonds payable. In Note Five, again, there's nothing to really report. The District is in compliance with the requirement set forth in the bond indenture regarding the funds you're supposed to have reserved. Now page 21, if you wanted to see additional information regarding the bonds and the expected payments going forward, all that information is right there. Note 6 and 7, there's nothing of significance within that.

So if I can have you go on to page 22. Specifically, I'm looking at Note 9 and 10. We're required to identify any related party transactions or if there is any concentration with the District. Obviously, Lennar's involvement in the District is an important one, and we just identify normal transactions for them. Note 11, this is a change in accounting principle that came down the Governmental Accounting Standards Board (GASB). It really is nothing to do with the District. It is merely an accounting entry only specifically related to certain things, certain assets that were capitalized in prior years, that GASB now wants us to expect. Again, I'd be happy to address anything if you have any further comments on it, but it's nothing I think the Board would care about too much.

Page 23 is your budget to actuals., and the overall summary here is everything looks good. I mean you're budget to actual is very close. It's never to the penny, and the Board

and management has done a good job watching over those expenditures. To wrap it up, beginning on page 24, we are required to provide you with two separate reports, one begins on 24, one begins on 26. On page 24 is the report on internal control. Again, this is a mandatory requirement. This report is in here, and if there was anything that was other than perfect, we would mention it in this letter, so I'm happy to report that there are no findings regarding your internal control. So there's nothing to report, and this is all standard language.

On page 26, the State of Florida Auditor General requires all governmental entities to issue this exact form letter reports that we call a Management Letter. They are various Florida statutes they would like us to consider, and identify any problems. Similar to the previous report we looked at, this is all standard language. There were no issues for us to report, but we are just required to include this letter in the financials. Jim, with that, I know went over it kind of fast, but the District was very clean, and so if there any additional questions that maybe I can address specifically.

Mr. Ward asked, any questions from the Board? Hearing none. The audit actually has been filed as a matter of law for a number of months; I think we finished it in February or March. So unless you have any other questions, just a motion to accept them for purposes of inclusion in the record would be in order.

On MOTION by Mr. Kirschner and seconded by Mr. Riley, with all in favor of accepting the Audited Financial Statements for Fiscal Year 2013 as presented.

SEVENTH ORDER OF BUSINESS

Staff Reports

a. Attorney

None

b. Engineer

None

- c. Manager
 - I. Financial Statements for the period ended June 30, 2014

No discussion

Supervisors'

Requests and Audience

Comments

Mr. Ward asked anything from the Board? Anything from the audience?

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated a motion to adjourn would be in order.

On MOTION by Mr. Burdett and seconded by Mr. Morris, with all in favor of adjourning at 2:35 p.m.

James P. Ward Secretary

Anthony Burdett, Chairman

A RESOLUTION OF THE HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING, IN ITS ENTIRETY, RESOLUTION 2014-4 ADOPTED ON NOVEMBER 7, 2013; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$9,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF ITS SPECIAL ASSESSMENT BONDS, SERIES 2014 TO FINANCE A PORTION OF THE COST OF A SERIES PROJECT CONSISTING OF INFRASTRUCTURE AND **FACILITIES** DISTRICT LANDS, PAYING CAPITALIZED INTEREST ON THE 2014 BONDS, FUNDING THE 2014 RESERVE ACCOUNT FOR THE 2014 BONDS AND PAYING COSTS OF ISSUANCE OF THE 2014 BONDS; FIRST SUPPLEMENTAL INDENTURE CONNECTION WITH THE 2014 BONDS AND AUTHORIZING THE EXECUTION THEREOF; RATIFYING THE APPOINTMENT OF A TRUSTEE, PAYING AGENT AND REGISTRAR FOR THE 2014 BONDS; PROVIDING FOR REDEMPTION OF THE 2014 BONDS; **AUTHORIZING THE APPLICATION OF THE PROCEEDS OF THE 2014** BONDS; APPROVING THE FORM, AND **AUTHORIZING** EXECUTION, OF A BOND PURCHASE CONTRACT FOR THE 2014 BONDS; DELEGATING TO THE CHAIRMAN OR VICE-CHAIRMAN THE AUTHORITY TO AWARD THE 2014 BONDS WITHIN THE PARAMETERS SPECIFIED HEREIN; APPROVING THE FORM, AND AUTHORIZING THE USE, OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR THE 2014 BONDS; APPROVING THE DISTRIBUTION OF A FINAL LIMITED OFFERING MEMORANDUM FOR THE 2014 BONDS AND THE EXECUTION THEREOF; APPROVING THE FORM, AND AUTHORIZING EXECUTION, OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION; DEFINITIONS. The Board of Supervisors (the "Board") of the Heritage Harbour North Community Development District (the "Issuer") is authorized to adopt this Resolution under the authority granted by the provisions of Chapter 190, Florida Statutes, as amended, its Charter (as set forth in Ordinance No. 06-71 enacted by Manatee County, Florida on November 2, 2006, as amended [the "Ordinance"]) and other applicable provisions of law (collectively, the "Act"). All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the hereinafter defined Indenture.

SECTION 2. FINDINGS.

- A. The Issuer is a community development district, a local unit of special purpose government organized and existing under and pursuant to the Act. The Issuer was established for the purpose, among other things, of delivering certain community development services and facilities as authorized by the Act, including planning, financing, constructing, acquiring, owning, operating and maintaining the "Series Projects" and "Additional Series Projects."
- The Issuer is empowered by the Act to provide projects such as the Series В. Projects and Additional Series Projects. Pursuant to Resolution No. 2013-10 adopted by the Board on September 17, 2013, as amended by Resolution No. 2014-3 adopted by the Board on October 18, 2013 (collectively, the "Authorizing Resolution") the Issuer has found and determined that acquisition and construction of Series Projects and Additional Series Projects is and will be necessary and desirable in serving the Issuer's goal of properly managing the acquisition, construction, and operation of portions of the infrastructure specially benefiting District Lands. Pursuant to the Authorizing Resolution, the Issuer, among other matters, authorized the issuance of the Issuer's Special Assessment Bonds (the "Bonds") in an amount not exceeding \$12,200,000 to finance the Cost of Series Projects and Additional Series Projects, approved the form of a Master Trust Indenture (the "Master Indenture") relating to such Bonds, authorized the issuance of the Bonds in one or more Series and bond anticipation notes from time to time pursuant to the Master Indenture and a related Supplemental Indenture to be approved by subsequent resolution of the Board of the Issuer, and appointed U.S. Bank National Association (the "Trustee"), as Trustee, Paying Agent, and Registrar with respect to the Bonds and bond anticipation notes of the Issuer. The Master Indenture also provides for the financing of Series Projects and Additional Series Projects, in whole or in part, with proceeds of Subordinated Debt issued by the Issuer.
- C. The Bonds have been validated by a final judgment of the Circuit Court in and for Manatee County, Florida and the time for taking an appeal from such final judgment has expired without an appeal being taken.
- D. On November 7, 2013 the Issuer adopted Resolution No. 2014-4 to authorize the first Series of Bonds to be issued under the Master Indenture, to be designated as its Special Assessment Bonds, Series 2013 (the "2013 Bonds"). The 2013 Bonds have not been issued. In view of the lapse of time since the adoption of Resolution No. 2014-4, the Issuer now desires to amend and restate Resolution No. 2014-4 in its entirety hereby, to, among other matters, redesignate the 2013 Bonds as the Issuer's Special Assessment Bonds, Series 2014 (the "2014 Bonds") and to provide for certain other matters relating to the 2014 Bonds.
- E. The Issuer hereby determines that it is necessary and desirable to issue the 2014 Bonds in an aggregate principal amount not exceeding \$9,000,000 to (i) finance the

construction, acquisition, equipping and/or improvement of a portion of the Project (as more fully defined in the Indenture, the "2014 Project"); (ii) pay Capitalized Interest on the 2014 Bonds; (iii) fund the 2014 Reserve Account in an amount equal to the 2014 Reserve Account Requirement; and (iv) pay costs of issuance of the 2014 Bonds. The 2014 Bonds shall be issued as a Series of Bonds within the meaning of the Master Indenture, all as shall be more fully provided in the Master Indenture and First Supplemental Indenture (hereinafter defined) relating to the 2014 Bonds, each to be executed and delivered by the Issuer and the Trustee prior to the issuance of the 2014 Bonds (the Master Indenture, as supplemented by the First Supplemental Indenture, being referred to as the "Indenture").

- F. Due to the present volatility of the market for tax-exempt obligations such as the 2014 Bonds and the complexity of the transactions relating to the 2014 Bonds, it is in the best interests of the Issuer to sell the 2014 Bonds by a delegated, negotiated sale, rather than at a specified advertised date, in order to permit the Issuer to enter the market at the most advantageous time and to obtain the best possible price and interest rate for the 2014 Bonds.
- G. The Issuer now desires to authorize the application of the proceeds of the 2014 Bonds and to approve various instruments in connection therewith, including the First Supplemental Indenture.

SECTION 3. AUTHORIZATION OF PROJECT AND 2014 BONDS. For purposes hereof, the "Project" shall mean the financing, construction, acquisition, equipping and/or improvement of all of the infrastructure improvements and facilities and related interests in land described in the Engineers' Report, as same may be modified, amended or supplemented, as same shall be further defined in the Indenture. The Project is hereby authorized and approved and shall constitute a Series Project within the meaning of the Master Indenture. Subject to the provisions of Section 6 hereof, the Issuer hereby authorizes the issuance of the 2014 Bonds in the aggregate principal amount of not exceeding \$9,000,000 to be known as the "Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014," for the purpose of providing funds which will be sufficient to: (i) finance the construction, acquisition, equipping and/or improvement of a portion of the Project (as more fully defined in the Indenture, the "2014 Project"); (ii) pay Capitalized Interest on the 2014 Bonds; (iii) fund the 2014 Reserve Account in an amount equal to the 2014 Reserve Account Requirement; and (iv) pay costs of issuance of the 2014 Bonds.

Prior to or contemporaneously with the issuance and delivery of the 2014 Bonds, the Issuer and U.S. Bank National Association, as the Trustee, shall enter into the Master Indenture and the First Supplemental Indenture. Subject to the provisions of Section 6 hereof, the First Supplemental Indenture relating to the 2014 Bonds, supplementing the Master Indenture (the "First Supplemental Indenture"), shall be in substantially the forms attached hereto as Exhibit A, with such insertions, modifications and changes as may be approved by the Chairman of the Board (the "Chairman") or the Vice-Chairman of the Board (the "Vice-Chairman"), in

consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairman or Vice-Chairman is hereby authorized and directed to execute, and the Secretary of the Board (the "Secretary") or any Assistant Secretary of the Board (each, an "Assistant Secretary") is hereby authorized and directed to attest, the First Supplemental Indenture. Such execution shall constitute conclusive approval of any insertions, modifications or changes to the First Supplemental Indenture attached hereto as an exhibit.

Prior to the issuance of the 2014 Bonds, the Issuer shall comply with the conditions precedent to the issuance of the 2014 Bonds set forth in the Indenture. The 2014 Bonds shall be substantially in the form attached as an exhibit to the First Supplemental Indenture and shall be executed on behalf of the Issuer in the manner provided in the Indenture. Upon satisfaction of the conditions precedent to the issuance of the 2014 Bonds set forth in the Indenture, the Chairman or Vice-Chairman is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the 2014 Bonds and to deliver the 2014 Bonds as provided in the Indenture.

The appointment of U.S. Bank National Association as Trustee with respect to the 2014 Bonds is hereby ratified, authorized and approved.

The 2014 Bonds shall be issued in fully registered form, without coupons. The 2014 Bonds will be dated their date of delivery or such other date as is set forth in the Supplemental Indenture and will be issued in the Authorized Denominations set forth in the Indenture. The 2014 Bonds will bear interest payable semi-annually on November 1 and May 1 of each year, commencing May 1, 2015 or such other date as set forth in the Supplemental Indenture. Subject to the provisions of Section 6 hereof, the 2014 Bonds shall mature, and shall bear interest at a rate per annum, which shall not exceed the maximum rate permitted by law, as shall be specified in the Indenture. A book-entry-only system of registration is hereby authorized for the 2014 Bonds.

SECTION 4. REDEMPTION PROVISIONS. Subject to the provisions of Section 6 hereof, the 2014 Bonds shall be subject to optional redemption, mandatory redemption and extraordinary redemption as shall be provided in the Indenture. The 2014 Bonds shall be issued as Term Bonds and the principal amounts required to be deposited in each year to the 2014 Principal Account established for the 2014 Bonds in the Indenture shall be as specified in the Indenture and shall constitute the Amortization Installments for the 2014 Bonds, as more fully set forth in the Indenture.

SECTION 5. APPLICATION OF THE PROCEEDS OF THE 2014 BONDS. The proceeds derived from the sale of the 2014 Bonds shall be applied by the Issuer simultaneously with the delivery of the 2014 Bonds for the purposes stated in, and in a manner consistent with, the Indenture. The specific amounts to be deposited in the 2014 Pledged Funds and Accounts under the Indenture shall be as set forth in the First Supplemental Indenture or a certificate

executed by the Chairman or Vice-Chairman and delivered at the time of issuance of the 2014 Bonds.

SECTION 6. SALE OF THE 2014 BONDS. The 2014 Bonds shall be sold to MBS Capital Markets, LLC as the underwriter (the "Underwriter"), upon the terms and conditions set forth in the Bond Purchase Contract attached hereto as Exhibit B (the "Bond Purchase Contract"). Said Bond Purchase Contract, substantially in the form attached hereto, is hereby approved, with such insertions, modifications and changes as may be approved by the Chairman or Vice-Chairman, in consultation with the Issuer's District Counsel and Bond Counsel. Upon such approval, the Chairman or Vice-Chairman is hereby authorized and directed to execute, and the Secretary or an Assistant Secretary is hereby authorized and directed to attest, the Bond Purchase Contract and to accept the disclosure and truth-in-bonding statement to be provided by the Underwriter pursuant to Section 218.385, Florida Statutes; provided, however that the terms of such Bond Purchase Contract must provide that (i) the aggregate principal amount of the 2014 Bonds shall not exceed \$9,000,000; (ii) the final maturity of the 2014 Bonds shall not be later than May 1, 2045; (iii) the per annum interest rate of the 2014 Bonds shall not exceed the maximum rate per annum permitted by applicable law; (iv) the 2014 Bonds shall be subject to optional redemption no later than May 1, 2029 at a redemption price not greater than 101% of the principal amount of the 2014 Bonds to be redeemed; (v) the price (exclusive of original issue discount) at which the 2014 Bonds shall be sold to the Underwriter shall not be less than 98% of the amount for which the 2014 Bonds are initially offered to the public as reflected in the Limited Offering Memorandum referred to in Section 7 hereof; and (vi) unless the 2014 Bonds have an Investment Grade Rating, the 2014 Bonds shall only be sold by the Underwriter to accredited investors within the meaning of the rules of the Florida Department of Financial Services. The execution and delivery of the Bond Purchase Contract by the Chairman or Vice-Chairman shall constitute conclusive evidence of the approval by the Issuer thereof.

SECTION 7. PRELIMINARY LIMITED OFFERING MEMORANDUM AND FINAL LIMITED OFFERING MEMORANDUM. The Preliminary Limited Offering Memorandum relating to the 2014 Bonds, in substantially the form submitted at this meeting and attached hereto as Exhibit C, is hereby approved with respect to the information therein contained. The printing, distribution and use of the Preliminary Limited Offering Memorandum in connection with the public offering for sale of the 2014 Bonds is hereby authorized. The execution by the Chairman or Vice-Chairman of a certificate deeming the Preliminary Limited Offering Memorandum final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, is hereby authorized. The Chairman or Vice-Chairman is hereby authorized to have prepared and to execute a final Offering Memorandum to be dated the date of execution of the Bond Purchase Contract, and, upon such execution, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2014 Bonds. The Limited Offering Memorandum shall be substantially in the form of the Preliminary Limited Offering Memorandum, with such changes as necessary to conform the details of the 2014 Bonds and

the requirements of the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the Chairman or Vice-Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice-Chairman shall constitute conclusive evidence of the approval thereof. The Issuer hereby authorizes the Limited Offering Memorandum and the information contained therein to be used in connection with the offering and sale of the 2014 Bonds.

SECTION 8. CONTINUING DISCLOSURE. The Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit D, is hereby approved with such insertions, modifications and deletions as may be approved by the Chairman or Vice-Chairman. Prager & Co., LLC is hereby approved to serve as the initial Dissemination Agent thereunder. The Chairman or Vice-Chairman is hereby authorized to execute the Continuing Disclosure Agreement. The execution and delivery of the Continuing Disclosure Agreement by the Chairman or Vice-Chairman shall constitute conclusive evidence of the approval thereof.

SECTION 9. MISCELLANEOUS. The Chairman, Vice-Chairman, Secretary and any Assistant Secretary of the Board, the Issuer's District Counsel, Bond Counsel, District Manager, Consulting Engineers, special assessment consultant and other authorized officers of the Issuer are authorized and directed to execute and deliver all documents, contracts, instruments and certificates and to take all actions and steps on behalf of the Issuer that are necessary or desirable in connection with the Indenture, the 2014 Bonds, the Bond Purchase Contract, the Project, or otherwise in connection with any of the foregoing, which are not inconsistent with the terms and provisions of this Resolution or the Indenture, including the execution of a customary dissemination agent agreement and all such actions heretofore taken are hereby ratified and approved.

SECTION 10. SEVERABILITY. Should any sentence, section, clause, part or provision of this Resolution be declared by a court of competent jurisdiction to be invalid, the same shall not effect the validity of this Resolution as a whole, or any part thereof, other than the part declared invalid.

SECTION 11. AMENDMENT AND RESTATEMENT; EFFECTIVE DATE. Resolution No. 2014-4 adopted on November 7, 2013 is hereby deemed amended and restated in its entirety by this Resolution and of no further force and effect. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of the Heritage Harbour North Community Development District this 2nd day of October, 2014.

[SEAL]	DEVELOPMENT DISTRICT
	Anthony Burdett, Chairman
ATTEST:	
James P. Ward. Secretary	

EXHIBIT A

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL TRUST INDENTURE
between
HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT
and
U.S. BANK NATIONAL ASSOCIATION, As Trustee
Dated as of November 1, 2014
relating to

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (MANATEE COUNTY, FLORIDA)
SPECIAL ASSESSMENT BONDS, SERIES 2014

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this First Supplemental Trust Indenture.

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FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE (the "First Supplemental Indenture") dated as of November 1, 2014, from HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (the "Issuer") to U.S. Bank National Association, as Trustee (the "Trustee"), a national banking association existing under and by virtue of the laws of the United States and authorized to accept and execute trusts of the character herein set out, with its designated office and post office address located at Fort Lauderdale, Florida, Attention: Corporate Trust Department. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Master Indenture (hereinafter defined).

WHEREAS, the Issuer has entered into the Master Indenture with the Trustee to secure the issuance from time to time of its Heritage Harbour North Community Development District Special Assessment Bonds (the "Bonds") in one or more Series; and

WHEREAS, pursuant to the Bond Resolution, the Issuer authorized the issuance, sale and delivery of not to exceed \$12,200,000 of its Bonds in one or more Series as authorized under the Master Indenture; and

WHEREAS, the Bonds were validated by final judgment of the Circuit Court in and for Manatee County, Florida on November 5, 2013; and

WHEREAS, the Board of the Issuer duly adopted Resolution Nos. 2013-8 and 2013-9 on September 17, 2013 providing for the acquisition and construction of the Project, providing estimated Costs of the Project, defining assessable property to be benefited by the Project, defining the cost of the Project with respect to which 2014 Assessments will be imposed and the manner in which such 2014 Assessments shall be levied against such benefited property within the District Lands, directing the preparation of an assessment roll, and, stating the intent of the Issuer to issue bonds of the Issuer secured by such 2014 Assessments to finance the costs of the acquisition and construction of all or a portion of the Project and the Board of the Issuer duly adopted Resolution No. 2014-1 on October 18, 2013, following a public hearing conducted in accordance with the Act, to fix and establish the 2014 Assessments; and

WHEREAS, the Issuer has determined that it is necessary and desirable at this time to proceed with the acquisition, construction, installation and equipping of the Project; and

WHEREAS, pursuant to the Award Resolution, the Issuer, among other matters, authorized the issuance of its not exceeding \$9,000,000 in aggregate principal amount of its Special Assessment Bonds in one Series (the "2014 Bonds"), pursuant to the Master Indenture, as supplemented hereby, for the purpose of providing funds sufficient to: (i) finance the construction, acquisition, equipping and/or improvement of a portion of the Project comprising the "2014 Project," as defined herein; (ii) pay Capitalized Interest on such 2014 Bonds; (iii) fund the account in the Reserve Fund established for such 2014 Bonds; and (iv) pay certain costs associated with the issuance of such 2014 Bonds; and

WHEREAS, the execution and delivery of the 2014 Bonds and of this First Supplemental Indenture have been duly authorized by the Board of the Issuer and all things necessary to make the 2014 Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2014 Trust Estate, as hereinafter defined (a "Series Trust Estate" as defined in the Master Indenture) have been done.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the 2014 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and the Redemption Price, of and interest on, the 2014 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the Issuer of all the covenants, expressed or implied in the Master Indenture, in this First Supplemental Indenture and in the 2014 Bonds: (a) has executed and delivered this First Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the Issuer, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, and, with respect to the 2014 Bonds only, the 2014 Pledged Revenues (as hereinafter defined) and the 2014 Pledged Funds and Accounts (as hereinafter defined) which shall comprise a part of the 2014 Trust Estate (as hereinafter defined);

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the 2014 Bonds issued or to be issued under and secured by this First Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one 2014 Bonds over any other 2014 Bond by reason of priority in their issue, sale or execution;

PROVIDED FURTHER HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the Redemption Price of the 2014 Bonds or any 2014 Bonds of a particular maturity issued, secured and Outstanding under this First Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the 2014 Bonds and this First Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this First Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the

Master Indenture and this First Supplemental Indenture, then upon such final payments, this First Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all 2014 Bonds or any 2014 Bond of a particular maturity, otherwise this First Supplemental Indenture shall remain in full force and effect;

THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all 2014 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this First Supplemental Indenture), including this First Supplemental Indenture, expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the 2014 Bonds, as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. <u>Definitions</u>. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Assessment Proceedings" shall mean the proceedings of the Issuer with respect to the establishment, levy and collection of the 2014 Assessments, including, but not limited to Resolution Nos. 2013-8, 2013-9 and 2014-1 adopted on September 17, 2013 and October 18, 2013, respectively, by the Board of the Issuer, and any supplemental proceedings undertaken by the Issuer with respect to the 2014 Assessments.

"Award Resolution" shall mean Amended and Restated Resolution No. 2014-__ adopted by the Board on October 2, 2014.

"Bond Depository" shall mean the securities depository from time to time under Section 2.01 hereof, which may be the Issuer.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Bonds as securities depository.

"Bond Resolution" shall mean collectively, Resolution No. 2013-10 of the Board adopted on September 17, 2013, as amended by Resolution No. 2014-3 of the Board adopted on October 18, 2013, as same may be further amended from time to time, and the Award Resolution.

"Collateral Assignment" shall mean that certain Collateral Assignment of Collateral Assignment and Assumption of Development and Contract Rights dated as of _______, 201__ between the Issuer and the Developer, as amended from time to time.

"Delinquent Assessment Interest" shall mean 2014 Assessment Interest deposited by the Issuer with the Trustee on or after May 1 of the year in which such Assessment Interest has, or would have, become delinquent under State law applicable thereto, and, in the case of 2014 Assessment Interest that is billed directly by the Issuer, any installment of 2014 Assessments Interest that is not paid within thirty (30) days of the date on which such installment is due and payable, subject to the provisions of Section 7.03 hereof.

"Delinquent Assessment Principal" shall mean 2014 Assessment Principal deposited by the Issuer with the Trustee on or after May 1 of the year in which such 2014 Assessment Principal has, or would have, become delinquent under State law applicable thereto and, in the case of 2014 Assessment Principal that is billed directly by the Issuer, any installment of 2014 Assessment Principal that is not paid within thirty (30) days of the date on which such installment is due and payable, subject to the provisions of Section 7.03 hereof.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Interest and Delinquent Assessment Principal.

"Developer" shall mean Lennar Homes, LLC, a Florida limited liability company, its successors and assigns.

"Developer Agreement" shall mean, collectively, one or more written agreements between the Developer and the Issuer pursuant to which the Developer has agreed to convey, construct and/or complete, and the Issuer has agreed to purchase and/or accept, from time to time, interests in real property and completed components of infrastructure comprising the Project.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Engineer's Report" shall mean the Engineer's Report dated [September 17, 2013] prepared by Banks Engineering, Inc., as same may be supplemented and amended from time to time.

"Indenture" shall mean, collectively, the Master Indenture and this First Supplemental Indenture, as same may be amended from time to time.

"Interest Payment Date" shall mean each November 1 and May 1, commencing May 1, 2015.

"Master Indenture" shall mean the Master Trust Indenture dated as of November 1, 2014 between the Issuer and the Trustee, as same may be amended from time to time.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Operation and Maintenance Assessments" shall mean non-ad valorem special assessments levied by the Issuer pursuant to the Act and other applicable law on assessable District Lands that are subject to the 2014 Assessments for the operation and maintenance of the 2014 Project and/or the operations of the Issuer.

"Project" shall mean the infrastructure improvements and facilities and related interests in land described in the Engineer's Report.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of non-ad valorem assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, and any amendments thereto, and any successor statutes thereto.

"2014 Assessments" shall mean the portion of the Assessments to be levied and collected in connection with the Project pursuant to the Assessment Proceedings which are pledged to the payment of the 2014 Bonds.

"2014 Assessment Interest" shall mean the interest on the 2014 Assessments which is pledged to the 2014 Bonds.

"2014 Assessment Principal" shall mean the amount of 2014 Assessments received by the Issuer which represents the principal and Amortization Installments relating to the 2014 Bonds, other than applicable Delinquent Assessment Principal and 2014 Prepayment Principal.

"2014 Assessment Revenues" or "2014 Pledged Revenues" shall mean all revenues derived by the Issuer from the 2014 Assessments.

"2014 Bonds" shall mean \$______ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 issued and delivered pursuant to the provisions of the Indenture.

"2014 Pledged Funds and Account" shall mean the Funds and Accounts (except for the 2014 Rebate Account) established hereby.

"2014 Prepayment Principal" shall mean the excess amount of 2014 Assessment Principal received by the Issuer over the 2014 Assessment Principal included within an Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term 2014 Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the Issuer.

"2014 Project" shall mean the infrastructure improvements and facilities and related interests in land comprising the portion of the Project financed by the Issuer with proceeds of the 2014 Bonds, as such Project is more fully described in the Engineer's Report and Exhibit D hereto.

"2014 Reserve Account Requirement" shall mean, as of any date of calculation as provided for herein, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding 2014 Bonds as of the date of calculation, but not in excess of \$_____, which is the lesser of (i) 125% of the average annual Debt Service Requirement for all Outstanding 2014 Bonds calculated as of the date of original issuance thereof or (ii) 10% of the proceeds of the 2014 Bonds calculated as of the date of original issuance thereof.

"2014 Trust Estate" shall mean the 2014 Pledged Revenues and the 2014 Pledged Funds and Accounts.

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF 2014 BONDS

SECTION 2.01. <u>Authorization of 2014 Bonds; Book-Entry Only Form</u>. The 2014 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$______ for the purposes enumerated in the recitals hereto and designated as "Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014." The 2014 Bonds shall be substantially in the form set forth as Exhibit A to this First Supplemental Indenture.

The 2014 Bonds shall be initially issued in the form of a separate single certificated fully registered 2014 Bond [for each maturity of the 2014 Bonds] and shall be numbered R-1 [and R-2]. Upon initial issuance, the ownership of such 2014 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 2.01, all of the Outstanding 2014 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to 2014 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the Issuer, the Trustee, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the 2014 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Registrar, of any notice with respect to the 2014 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, premium, if any, or interest on the 2014 Bonds. The Issuer, the Trustee, the Registrar and the Paying Agent may treat and consider the person in whose name each 2014 Bond is registered in the registration books kept by the Registrar as the absolute owner of such 2014 Bond for the purpose of payment of principal, premium and interest with respect to such 2014 Bond, for the purpose of giving notices of redemption and other matters with respect to such 2014 Bond, for the purpose of registering transfers with respect to such 2014 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the 2014 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of, premium, if any, and interest on the 2014 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Registrar, shall receive a certificated 2014 Bond evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this First Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the Issuer shall promptly deliver a copy of the same to the Trustee, Registrar and the Paying Agent.

Upon receipt by the Trustee or the Issuer of written notice from DTC: (i) confirming that DTC has received written notice from the Issuer to the effect that a continuation of the requirement that all of the Outstanding 2014 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the beneficial owners of the 2014 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the 2014 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the 2014 Bonds shall designate, in accordance with the provisions hereof.

SECTION 2.02. <u>Terms of 2014 Bonds</u>. The 2014 Bonds shall be Term Bonds. The 2014 Bonds shall bear interest at the fixed interest rate per annum and shall mature in the amount and on the date set forth below:

Maturity Date	Principal Amount	Interest Rate	Cusip No.
	\$	%	

SECTION 2.03. <u>Dating</u>; <u>Interest Accrual</u>. Each 2014 Bond shall be dated November ______, 2014. Each 2014 Bond also shall bear its date of authentication. Each 2014 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2014 Bond has been paid, in which event such 2014 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2014 Bonds, in which event, such 2014 Bond shall bear interest from its dated date. Interest on the 2014 Bonds shall be due and payable on each November 1 and May 1, commencing May 1, 2015, and shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 2.04. <u>Denominations</u>. The 2014 Bonds shall be issued in Authorized Denominations; provided, however, that the 2014 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations of \$5,000 in excess of \$100,000.

SECTION 2.05. <u>Paying Agent</u>. The Issuer appoints U.S. Bank National Association, as the Trustee and Paying Agent for the 2014 Bonds.

SECTION 2.06. <u>Registrar</u>. The Issuer appoints the Trustee as Registrar for the 2014 Bonds.

SECTION 2.07. <u>Conditions Precedent to Issuance of 2014 Bonds</u>. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the 2014 Bonds, all the 2014 Bonds shall be executed by the Issuer for delivery to the Trustee and

thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) Executed copies of the Bond Resolution, the Master Indenture and this First Supplemental Indenture;
- (c) A Bond Counsel opinion to the effect that: (i) the Master Indenture and this First Supplemental Indenture have been duly authorized executed and delivered by the Issuer; (ii) the Master Indenture, as amended and supplemented by this First Supplemental Indenture, creates a valid pledge of the 2014 Trust Estate and each constitutes the valid and binding obligation of the Issuer, enforceable in accordance with its respective terms and the 2014 Bonds are valid, binding, special limited obligations of the Issuer, payable in accordance with, and as limited by the terms of the Master Indenture and this First Supplemental Indenture, subject, in each case, to bankruptcy, insolvency or other laws affecting the rights of creditors generally and;
- (d) An opinion of Counsel to the Issuer to the effect that the Issuer has good right and lawful authority under the Act to apply proceeds of the 2014 Bonds and other funds held under the First Supplemental Indenture to undertake the Project and apply the proceeds of the 2014 Bonds as described herein, that all proceedings undertaken by the Issuer with respect to the 2014 Assessments have been in accordance with Florida law and that the Issuer has taken all action necessary to levy and impose the 2014 Assessments, and the 2014 Assessments are legal, valid and binding first liens upon the property against which such 2014 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid, and that the 2014 Assessments may be collected as and when needed in an amount sufficient to pay the principal of and interest on the 2014 Bonds when due;
- (e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the 2014 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture; and
- (f) A certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal.

ARTICLE III REDEMPTION OF 2014 BONDS

SECTION 3.01. <u>2014 Bonds Subject to Redemption</u>. The 2014 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as Exhibit A to this First Supplemental Indenture. If less than all of the 2014 Bonds are to be redeemed, the Trustee shall select the 2014 Bonds or portions thereof to be redeemed by lot. Notice of redemption shall be given as provided in the Master Indenture.

ARTICLE IV

DEPOSIT OF PROCEEDS OF 2014 BONDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

SECTION 4.01. <u>Establishment of Accounts</u>. The following Funds and Accounts are hereby established.

5		
followi	(a) ing acco	There are hereby established within the Project Fund held by the Trustee the bunts:
	within	(i) a 2014 Project Account (which shall constitute a "Series Project Account" the meaning of the Master Indenture); and
		(ii) a 2014 Costs of Issuance Account.
2014 C	Capitalia	There are hereby established within the Debt Service Fund held by the Trustee: (i) a rvice Account and, therein, a 2014 Principal Account, a 2014 Interest Account and a zed Interest Account; and (ii) a 2014 Redemption Account, and, therein, a 2014 ubaccount and an Optional Redemption Subaccount.
Reveni	(c) ie Acco	There is hereby established within the Revenue Fund held by the Trustee a 2014 punt.
		There is hereby established within the Reserve Fund held by the Trustee a 2014 ant which shall be held for the benefit of all of the 2014 Bonds, without distinction and ege or priority of one 2014 Bond over another.
Accour	(e) nt.	There is hereby established within the Rebate Fund held by the Trustee a 2014 Rebate
Bonds, the Tru	\$	ON 4.02. <u>Use of Proceeds of the 2014 Bonds</u> . The net proceeds of sale of the 2014 (the "Bond Proceeds"), shall as soon as practicable upon the delivery thereof to the Issuer pursuant to Section 3.01 of the Master Indenture, be applied as follows:
Bonds	(a) shall be	\$ of the Bond Proceeds, representing Capitalized Interest on the 2014 deposited in the 2014 Capitalized Interest Account;
Requir	(b) ement s	\$ of the Bond Proceeds, representing the initial 2014 Reserve Account shall be deposited to the 2014 Reserve Account;
Issuand	(c) ce Acco	\$ of the Bond Proceeds shall be deposited to the credit of the 2014 Costs of bunt; and

the 2014 Project Account and applied as provided herein and the Master Indenture.

(d)

the balance of the Bond Proceeds, \$_____, shall be deposited to the credit of

SECTION 4.03. 2014 Project Account.

- (a) Amounts on deposit in the 2014 Project Account shall be applied from time to time to pay the Costs of the 2014 Project upon compliance with the requisition provisions set forth in Section 4.02 of the Master Indenture and pursuant to the form of requisition attached hereto as Exhibit B.
- (b) Notwithstanding anything to the contrary in the Master Indenture, upon the Date of Completion of the 2014 Project, any balance remaining in the 2014 Project Account not needed to pay any accrued but unpaid Costs of the 2014 Project which are required to be reserved in the 2014 Project Account in accordance with in the certificate of the Consulting Engineer establishing such Date of Completion shall, at the written direction of a Responsible Officer of the Issuer, (i) first be transferred to and deposited in the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited, and (ii) the balance, if any, shall be transferred to the 2014 Prepayment Subaccount of the 2014 Redemption Account and applied in accordance with Section 3.01 hereof to the extraordinary mandatory redemption of the 2014 Bonds in the manner prescribed in the form of 2014 Bonds set forth as Exhibit A hereto or, upon the Issuer obtaining an opinion of Bond Counsel to the effect that such application will not adversely affect the tax-exempt status of the 2014 Bonds, applied to the Cost of a Series Project or Additional Series Project included in the Project, other than the 2014 Project.
- (c) Amounts on deposit in the 2014 Capitalized Interest Account shall, until and including November 1, 2015, be transferred into the 2014 Interest Account and applied to the payment of interest first coming due on the 2014 Bonds, and thereafter transferred into the 2014 Project Account.

SECTION 4.04. <u>Costs of Issuance Account</u>. The amount deposited in the 2014 Costs of Issuance Account shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the 2014 Bonds pursuant to the requisition in the form attached hereto as Exhibit C. Amounts in the 2014 Costs of Issuance Account not used to pay costs of issuance of the 2014 Bonds shall be transferred not later than 180 days after the issuance of the 2014 Bonds to the 2014 Project Account and used for the purposes permitted therefore by the Master Indenture and this First Supplemental Indenture.

SECTION 4.05. <u>2014 Reserve Account</u>. Amounts on deposit in the 2014 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2014 Interest Account and the 2014 Principal Account to pay the Debt Service Requirement on the 2014 Bonds, when due, without distinction as to 2014 Bonds and without privilege or priority of one 2014 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in this First Supplemental Indenture. Such 2014 Reserve Account shall consist only of cash and Investment Securities.

Anything herein or in the Master Indenture to the contrary notwithstanding, on each March 15 and September 15 (or if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee is hereby authorized and directed to recalculate the 2014 Reserve Account Requirement and to transfer any excess on deposit in the 2014 Reserve Account resulting from the Prepayment of 2014 Assessments into the 2014 Prepayment Subaccount of the 2014 Redemption Account to be applied to the extraordinary mandatory redemption of the 2014 Bonds. Notwithstanding the foregoing, prior to any transfers being made pursuant to this paragraph, transfers shall first be made to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited.

On the earliest date on which there is on deposit in the 2014 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding 2014 Bonds, together with accrued interest and redemption premium, if any, on such 2014 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2014 Reserve Account into the 2014 Prepayment Subaccount in the 2014 Redemption Account to pay and redeem all of the Outstanding 2014 Bonds on the earliest date permitted for redemption therein and herein.

The Issuer may provide that the 2014 Reserve Requirement required to be on deposit in the 2014 Reserve Account shall be satisfied by a Debt Service Reserve Insurance Policy or Debt Service Reserve Letter of Credit (individually or collectively, the "Reserve Account Credit Instrument"). At any time after the issuance of the 2014 Bonds, the Issuer may withdraw any or all of the amount of money on deposit in the 2014 Reserve Account and substitute in its place a Reserve Account Credit Instrument as described above in the face amount of such withdrawal and such withdrawn moneys shall, after payment of the premium for such Reserve Account Credit Instrument, be transferred to the 2014 Prepayment Subaccount of the 2014 Redemption Account and applied to the redemption of 2014 Bonds or, upon the Issuer obtaining an opinion of nationally recognized bond counsel to the effect that such application will not adversely affect the tax-exempt status of the Outstanding 2014 Bonds, be used for any other lawful purpose of the Issuer.

SECTION 4.06. Amortization Installments.

- (a) The Amortization Installments established for the 2014 Bonds shall be as set forth in the form of Bonds attached hereto.
- (b) Upon any redemption of 2014 Bonds (other than 2014 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2014 Bonds redeemed at the direction of the Issuer accompanied by a cash flow certificate as required by Section 7.04 of the Master Indenture), the Issuer shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding 2014 Bonds in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the 2014 Bonds.

SECTION 4.07. Application of Revenues and Investment Earnings.

- (a) The Trustee shall deposit into the 2014 Revenue Account any and all amounts required to be deposited therein by this Section 4.07 or by any other provision of the Master Indenture or this First Supplemental Indenture, and any other amounts or payments specifically designated by the Issuer pursuant to a written direction or by a Supplemental Indenture for said purpose. The 2014 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.
- (b) The Issuer shall deposit 2014 Assessment Revenues with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2014 Assessment Revenues in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:
 - (i) 2014 Assessment Principal, which shall be deposited into the 2014 Principal Account;
 - (ii) 2014 Prepayment Principal, which shall be deposited into the 2014 Prepayment Subaccount in the 2014 Redemption Account;
 - (iii) 2014 Delinquent Assessment Principal, which shall first be applied to restore the amount of any withdrawal from the 2014 Reserve Account to pay the principal of 2014 Bonds, and, the balance, if any, shall be deposited into the 2014 Principal Account;
 - (iv) Delinquent Assessment Interest, which shall first be applied to restore the amount of any withdrawal from the 2014 Reserve Account to pay the interest on 2014 Bonds and, the balance, if any, deposited into the 2014 Revenue Account; and
 - (v) all other 2014 Assessment Revenues, which shall be deposited into the 2014 Revenue Account.

Moneys other than 2014 Assessment Revenues, shall, at the written direction of the Issuer be deposited into the Optional Redemption Subaccount of the 2014 Redemption Account and used to pay the principal of and premium, if any, on 2014 Bonds called or to be called for redemption at the written direction of the Issuer in accordance with the provisions for redemption of 2014 Bonds as set forth in the form of 2014 Bonds attached hereto.

(c) On each March 15 and September 15 (or if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2014 Prepayment Subaccount of the 2014 Redemption Account and, if the balance therein is greater than zero, shall transfer from the 2014 Revenue Account for deposit into such 2014 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the corresponding 2014 Bonds on the next succeeding Interest Payment Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2014 Prepayment Subaccount in accordance with the provisions for extraordinary redemption of the 2014 Bonds set

forth in the form of 2014 Bond attached hereto, Section 3.01 hereof, and Article VII of the Master Indenture.

(d) Subject to the following clause FIRST, on each May 1 (or if such May 1 is not a Business Day, on the Business Day preceding such May 1), the Trustee shall transfer from amounts on deposit in the 2014 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, from the 2014 Revenue Account to the 2014 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2014 Bonds then Outstanding on such May 1 and the next successive November 1, less any amount transferred from the 2014 Capitalized Interest Account in accordance with Section 4.03(d) hereof and less any other amount already on deposit in the 2014 Interest Account not previously credited;

SECOND, beginning on May 1, 2016, and no later than the Business Day next preceding each May 1 thereafter while 2014 Bonds remain Outstanding, to the 2014 Principal Account, an amount equal to the principal amount of the 2014 Bonds subject to mandatory sinking fund redemption on such May 1 or maturing on such May 1, less any amount on deposit in the 2014 Principal Account not previously credited;

THIRD, to the 2014 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2014 Reserve Account Requirement with respect to the 2014 Bonds; and

FOURTH, the balance shall be retained in the 2014 Revenue Account.

Anything herein to the contrary notwithstanding, it shall not, a *fortiori*, constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

- (e) Within ten (10) Business Days after the last Interest Payment Date in each calendar year, the Trustee shall, at the written direction of the Issuer, withdraw any moneys held for the credit of the 2014 Revenue Account as of November 2nd of such year which are not otherwise required to be deposited to other 2014 Pledged Funds and Accounts pursuant to this Section and deposit such moneys first to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer by such date detailing the amount of such obligation which shall be deposited, and thereafter to the Issuer to be used to pay the operating and administrative costs and expenses of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the 2014 Reserve Account shall be equal to the 2014 Reserve Account Requirement and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Master Indenture or hereunder relating to any of the 2014 Bonds, including the payment of Trustee's fees and expenses then due.
- (f) Anything herein or in the Master Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the 2014 Bonds shall be

invested only in cash and Investment Securities, and further, earnings on the 2014 Project Account and the subaccounts therein, the 2014 Interest Account, the 2014 Capitalized Interest Account and the 2014 Prepayment Subaccount shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount and earnings of the 2014 Principal Account shall be transferred, as realized, to the 2014 Revenue Account. Earnings on investments in the Revenue Account shall be retained therein.

Earnings on investments in the 2014 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency (as defined in the Master Indenture) in the 2014 Reserve Account as of the most recent date on which amounts on deposit in the 2014 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the 2014 Reserve Account since such date which have created a deficiency, then earnings on the 2014 Reserve Account shall be deposited into the 2014 Capitalized Interest Account through November 1, 2015 and thereafter, to the 2014 Revenue Account; and
- (ii) if as of the last date on which amounts on deposit in the 2014 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04(c) of the Master Indenture), or if after such date withdrawals have been made from the 2014 Reserve Account and have created such a deficiency, then earnings on investments in the 2014 Reserve Account shall be deposited into the 2014 Reserve Account until the amount on deposit therein is equal to the 2014 Reserve Account Requirement, and then earnings on the 2014 Reserve Account shall be deposited into the 2014 Capitalized Interest Account through November 1, 2015 and thereafter, to the 2014 Revenue Account.

Notwithstanding the foregoing, prior to any transfers being made pursuant to this paragraph, transfers shall first be made to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the Issuer detailing the amount of such obligation to be deposited.

ARTICLE V CONCERNING THE TRUSTEE

- SECTION 5.01. <u>Acceptance by Trustee</u>. The Trustee accepts the trusts declared and provided in this First Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture.
- SECTION 5.02. <u>Limitation of Trustee's Responsibility</u>. The Trustee shall not be responsible in any manner for the due execution of this First Supplemental Indenture by the Issuer or for the recitals contained herein, all of which are made solely by the Issuer.
- SECTION 5.03. <u>Trustee's Duties</u>. Except as otherwise expressly stated in this First Supplemental Indenture, nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article X thereof.

ARTICLE VI ADDITIONAL BONDS

SECTION 6.01. Parity Bonds. The Issuer covenants and agrees that other than Refunding Bonds issued to refund all or a portion of the 2014 Bonds, as long as there are any 2014 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the 2014 Trust Estate; provided, however, that the Issuer reserves the right to issue bonds, notes or other obligations payable from or secured by the 2014 Trust Estate pledged to the 2014 Bonds, but only so long as such bonds, notes or other obligations are not entitled to a lien upon or charge against the 2014 Trust Estate equal or prior to the lien of this First Supplemental Indenture securing the 2014 Bonds. Each bond, note or other obligation issued pursuant to the authority of the preceding sentence shall conspicuously state on the face thereof that such obligation is, and such obligation shall be, subordinate and inferior in right of lien and payment to the lien of the Master Indenture and this First Supplemental Indenture on such 2014 Trust Estate and the rights and remedies of the holders of such Subordinated Debt to payment and upon default thereon and under any installment securing such Subordinated Debt shall not be subject to action for collection or acceleration thereof except upon the exercise of and subject to the first and prior rights of the Trustee and Owners of the 2014 Bonds to payment and the control of remedies and acceleration, if any, granted hereunder and under the Master Indenture.

ARTICLE VII COVENANTS OF THE ISSUER; ADDITIONAL EVENTS OF DEFAULTS AND REMEDIES; MISCELLANEOUS

SECTION 7.01. <u>Confirmation of Master Indenture</u>. As supplemented by this First Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this First Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified or supplemented herein, shall apply and remain in full force and effect with respect to this First Supplemental Indenture and to the 2014 Bonds issued hereunder.

SECTION 7.02. <u>Continuing Disclosure Agreement</u>. Contemporaneously with the execution and delivery hereof, the Issuer has executed and delivered a Continuing Disclosure Agreement relating to the 2014 Bonds in order to comply with the requirements of the Rule. The Issuer covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance as provided in the Master Indenture and the Continuing Disclosure Agreement relating to the 2014 Bonds.

SECTION 7.03. <u>Additional Covenants Regarding Collection of 2014 Assessments</u>. Anything herein or in the Master Indenture to the contrary notwithstanding, subject to the next succeeding sentence, 2014 Assessments levied on platted lots and pledged hereunder to secure the 2014 Bonds shall be collected pursuant to the Uniform Method and 2014 Assessments levied on unplatted lots and pledged hereunder to secure the 2014 Bonds shall be billed and collected directly

by the Issuer pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method. Prior to an Event of Default, the election to collect and enforce 2014 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the Issuer from electing to collect and enforce 2014 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, 2014 Assessments levied on platted lots and pledged hereunder to secure the 2014 Bonds shall be collected pursuant to the Uniform Method and 2014 Assessments levied on unplatted lots and pledged hereunder to secure the 2014 Bonds shall be billed and collected directly by the Issuer pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, provides written consent to a different method of collection. All 2014 Assessments that are billed and collected directly by the Issuer and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such 2014 Assessments shall not be deemed to be Delinquent Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed.

SECTION 7.04. Additional Matters Relating to Delinquent Assessments.

- Notwithstanding anything in herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the 2014 Assessments and 2014 Bonds: If any property shall be offered for sale for the nonpayment of any 2014 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the Issuer, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, specifying whether the Issuer is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the Issuer and the Issuer shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2014 Bonds. The Issuer, either through its own actions, or actions caused to be taken by the Issuer through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2014 Revenue Account. The Issuer, either through its own actions, or actions caused to be taken by the Issuer through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2014 Bonds within six (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding. The Issuer may pay costs associated with any actions taken by the Issuer pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the 2014 Bonds.
- (b) Notwithstanding anything to the contrary herein or in the Master Indenture, the Issuer acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2014 Assessments that are billed directly by the Issuer, that the entire 2014 Assessments levied on the property for which such installment of 2014 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority

Owners of the 2014 Bonds Outstanding, the Issuer shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Proceedings. In addition, and not in limitation of, the covenants contained elsewhere herein and in the Master Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the 2014 Assessments, including the Assessment Proceedings, and to levy the 2014 Assessments and any required true-up payments set forth in the Assessment Proceedings, in such manner as will generate funds sufficient to pay the principal of and interest on the 2014 Bonds, when due. The Issuer covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the 2014 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments that are directly billed and collected by the Issuer, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Master Indenture and this First Supplemental Indenture.

SECTION 7.06. Additional Matters Relating to Events of Default.

- (a) In addition to the events set forth in Section 9.01 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Series 2014 Bonds, notwithstanding anything to the contrary in the Master Indenture:
 - (i) Any portion of the 2014 Assessments pledged to the 2014 Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the 2014 Reserve Account to pay the Debt Service Requirements on the 2014 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2014 Reserve Account to pay the Debt Service Requirements on the 2014 Bonds) (the foregoing being referred to as a "2014 Reserve Account Event") unless within sixty (60) days from the 2014 Reserve Account Event the Issuer has either (i) replenished the amounts, if any, withdrawn from the 2014 Reserve Account or (ii) the portion of the Delinquent Assessments giving rise to the 2014 Reserve Account Event are paid and are no longer Delinquent Assessments; and
 - (ii) More than twenty-five percent (25%) of the Operation and Maintenance Assessments that are directly billed by the Issuer and levied by the Issuer on tax parcels subject to the 2014 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due.

SECTION 7.07. <u>Provisions Relating to Bankruptcy or Insolvency of Landowner.</u>

- (a) The provisions of this Section 7.07 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the 2014 Assessments pledged to the 2014 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").
- (b) The Issuer acknowledges and agrees that, although the 2014 Bonds were issued by the Issuer, the Owners of the 2014 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:
 - (i) the Issuer hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2014 Assessments relating to the 2014 Bonds Outstanding, the Outstanding 2014 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2014 Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);
 - (ii) the Issuer hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the 2014 Assessments relating to the 2014 Bonds Outstanding, the 2014 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;
 - (iii) the Issuer hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the 2014 Bonds Outstanding, to the proposed action if the Issuer does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);
 - (iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the Issuer, as claimant with respect to the 2014 Assessments relating to the 2014 Bonds, Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the Issuer shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the Issuer in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or

continue foreclosure or pursue any other available remedies as to the 2014 Assessments relating to the 2014 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

- (v) the Issuer shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to Trustee's enforcement of the Issuer's claim and rights with respect to the 2014 Assessments relating to the 2014 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the Issuer agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the 2014 Assessments pledged to the 2014 Bonds Outstanding, (ii) to deliver to the Issuer a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.
- (c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the Issuer from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the Issuer shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the Issuer in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the 2014 Assessments relating to the 2014 Bonds Outstanding whether such claim is pursued by the Issuer or the Trustee; provided, however, that the Issuer shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

SECTION 7.08. Miscellaneous.

- (a) The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder and under the Master Indenture with respect to the 2014 Bonds Outstanding.
- (b) The Issuer may assign its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the 2014 Bonds and any other Bonds issued under the Master Indenture. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.
- (c) The Consulting Engineer shall annually certify to the District that all components of the 2014 Project are owned by the Issuer or another governmental entity, are located on public property or within public rights of way or easements, are accessible by the general public, and are not subject to any lease, management agreement or other use arrangement, or otherwise used in a

manner, that would cause the 2014 Bonds to be deemed private activity bonds within the meaning of Section 141 of the Code.

(d) If any provision hereof or of the Master Indenture provides that the Majority Owners of the 2014 Bonds Outstanding may direct the Trustee to take any action, the Trustee shall also be entitled, but shall not be obligated, to take such action without such direction, unless directed not to take such action by the Majority Owners of the 2014 Bonds Outstanding.

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IN WITNESS WHEREOF, Heritage Harbour North Community Development Issuer has caused these presents to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by the Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created and the Trustee has caused these presents to be signed in its name and on its behalf by its duly Responsible Officer.

SEAL	HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT
Attest:	
By:Secretary	By: Chairman, Board of Supervisors
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:

STATE OF FLORIDA)
) SS:
COUNTY OF MANATEE)
County aforesaid, personally appeared A Secretary, respectively, of the Board of Development District, who acknowledge officers, respectively, for and on behald District; that the same is their free act are deed of Heritage Harbour North Communinstrument is the seal of Heritage Harbour	2014, before me, a notary public in and for the State and anthony Burdett and James P. Ward, the Chairman and the of Supervisors of Heritage Harbour North Community ged that they did sign the foregoing instrument as such of Heritage Harbour North Community Development deed as such officers, respectively, and the free act and nity Development District; and that the seal affixed to said ur North Community Development District. The hereunto set my hand and affixed my notarial seal the rewritten.
My Commission expires:	Notary Public, State of Florida
	[NOTARIAL SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF)
County aforesaid, personally Association, as Trustee, who a	ember, 2014, before me, a notary public in and for the State and ppeared Scott Schule, a Vice President of U.S. Bank National throwledged that he did sign said instrument as such officer for and that the same is his free act and deed as such officer and the free.
IN WITNESS WHERE day and year in this certificate	OF, I have hereunto set my hand and affixed my notarial seal the rst above written.
My Commission expires:	Notary Public, State of Florida
	[NOTARIAL SEAL]

EXHIBIT A

FORM OF 2014 BONDS

No. R-

UNITED STATES OF AMERICA STATE OF FLORIDA HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (MANATEE COUNTY, FLORIDA) SPECIAL ASSESSMENT BONDS, SERIES 2014				
Interest <u>Rate</u>	Maturity <u>Date</u>	Dated <u>Date</u>	CUSIP NO.	
%	May 1, 20	November, 2014		
Registered Owner:	CEDE & CO.			
Principal Amount	DOLLA	RS		

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT. a community development district duly created, established and existing pursuant to Chapter 190, Florida Statutes (the "Issuer"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) on the Maturity Date set forth above (or date of redemption, if earlier) and interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on November 1 and May 1 of each year (each, an "Interest Payment Date"), commencing on May 1, 2015, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 9.01 of the Master Indenture

(hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Registrar as the registered Owner of this Bond. Any payment of principal, interest or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), except no presentation is needed when this Bond is held in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the 2014 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months.

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Indenture hereinafter referred to.

This Bond is one of a duly authorized issue of Bonds of the Issuer designated "Special Assessment Bonds, Series 2014" (the "2014 Bonds"), issued in the aggregate principal amount of \$______, under a Master Trust Indenture, dated as of November 1, 2014 (the "Master Indenture"), between the Issuer and the Trustee, as amended and supplemented by a First Supplemental Indenture, dated as of November 1, 2014 (the "Supplemental Indenture"), between the Issuer and the Trustee (the Master Indenture as amended and supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture"). The proceeds of the sale of the Bonds, together with other legally available funds, will be applied for the purpose of: (i) financing the construction, acquisition, equipping and/or improvement of certain assessable improvements comprising a portion of the Project (as such term is defined in the Indenture) (the "2014 Project"); (ii) paying Capitalized Interest on the 2014 Bonds; (iii) funding the 2014 Reserve Account in an amount equal to the 2014 Reserve Account Requirement; and (iv) paying certain costs associated with the issuance of the 2014 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER OR A LIEN UPON ANY PROPERTY OF THE ISSUER OTHER THAN AS PROVIDED IN THE MASTER INDENTURE OR IN THE SUPPLEMENTAL INDENTURE AUTHORIZING THE ISSUANCE OF THE BONDS. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE 2014 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE, OR THE

2014 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2014 PLEDGED REVENUES AND THE 2014 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2014 BONDS, ALL AS PROVIDED HEREIN, IN THE MASTER INDENTURE AND IN THE SUPPLEMENTAL INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2014 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the Redemption Price of, and the interest on, the 2014 Bonds, the nature and extent of the security thereby created, the covenants of the Issuer with respect to the levy and collection of 2014 Assessments, the terms and conditions under which the 2014 Bonds are or may be issued, the rights, duties, obligations and immunities of the Issuer and the Trustee under the Indenture and the rights of the Owners of the 2014 Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The 2014 Bonds are equally and ratably secured by the 2014 Trust Estate, without preference or priority of one Bond over another. The Supplemental Indenture does not authorize the issuance of any additional Bonds ranking on a parity with the 2014 Bonds.

The 2014 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the 2014 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Registrar (the "Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Registrar, subject to such reasonable regulations as the Issuer or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or 2014 Bonds, in the same aggregate principal amount as the Bond or 2014 Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, 2014 Bonds may be exchanged for an equal aggregate principal amount of 2014 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2014 Bonds may, at the option of the Issuer be called for redemption as a whole, at any time, or in part on any Interest Payment Date, on or after May 1, 20____ (less than all 2014 Bonds to be selected by lot), at a Redemption Price (expressed as percentages of principal amount) of 100% of the Outstanding principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

The 2014 Bonds are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the 2014 Principal Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the

Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

Year

Amortization Installments

As more particularly set forth in the Master Indenture and Supplemental Indenture, any 2014 Bonds that are purchased by the Issuer with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of the 2014 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of 2014 Bonds (other than 2014 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2014 Bonds redeemed at the direction of the Issuer accompanied by a cash flow

^{*} Maturity

certificate as required by Section 7.04 of the Master Indenture) so as to reamortize the remaining Outstanding principal balance of the 2014 Bonds as set forth in the Supplemental Indenture.

The 2014 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the later of the Date of Completion of the 2014 Project (as such terms are defined in the Indenture), by application of moneys transferred from the 2014 Project Account in the Acquisition and Construction Fund established under the Indenture to the 2014 Prepayment Subaccount of the 2014 Redemption Account in accordance with the terms of the Indenture; or
- (b) from Prepayments of 2014 Assessments (as such terms are defined in the Indenture) deposited into the 2014 Prepayment Subaccount of the 2014 Redemption Account or from amounts transferred from the 2014 Reserve Account into the 2014 Prepayment Subaccount of the 2014 Redemption Account after the deposit to the 2014 Reserve Account of a Reserve Account Credit Instrument (as such term is defined in the Indenture); or
- (c) from amounts transferred to the 2014 Prepayment Subaccount of the 2014 Redemption Account resulting from a reduction in the 2014 Reserve Account Requirement as provided for in the Indenture, and, on the date on which the amount on deposit in the 2014 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2014 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2014 Bonds shall be called for redemption, the particular 2014 Bonds or portions of 2014 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of 2014 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2014 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2014 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such 2014 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2014 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2014 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

If at the time of mailing of notice of an optional redemption, the Issuer shall not have deposited with the Trustee or Paying Agent for the Bonds to be redeemed, moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited. Notwithstanding any other provision of the Indenture, notice of optional redemption may also be conditioned upon the occurrence or non-occurrence of such other event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Master Indenture, the Supplemental Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any 2014 Bonds which remain unclaimed for six (6) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the Issuer, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or redemption price of any 2014 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the 2014 Bonds as to the 2014 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be

entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Heritage Harbour North Community Development Issuer has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the Issuer to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

HERITAGE HARBOUR NORTH

	COMMUNITY DEVELOPMENT DISTRICT
Attest:	
	Ву:
Secretary, Board of Supervisors	Chairman, Board of Supervisors
This Bond is one of the Bonds of mentioned Indenture.	the Series designated herein, described in the within-
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
Date of Authentication:	
November, 2014	By:Authorized Signatory
	Authorized Dighatory

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Manatee County, Florida, rendered on November 5, 2013.

	HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT
Attest:	
	Ву:
Secretary, Board of Supervisors	Chairman, Board of Supervisors

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	as tenants in commo	n		
TEN ENT	as tenants by the entireties with the right of survivorship and not as			
	tenants in common			
JT TEN	as joint tenants with	the right of sur	rvivorship and not as tenants in	
	common			
UNIFORM (GIFT MIN ACT -		Custodian	
	m Gifts to Minors Act			
(Cust		(Minor)	(State)	
	Additional a	abbreviations n	may also be used	
		gh not in the a	<u> </u>	
_		•	only system for the Bonds, unless	
			f The Depository Trust Company to	
_	•		or payment, and any certificate issue name as requested by the author.	
_			payment is made to Cede & Co., A	
			VALUE OR OTHERWISE BY OR	
*			oner hereof, Cede & Co., has an interest	
herein.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1.6812001.00.0		
г 1	. 1 4 1		11	
		-	y sells, assigns and transfers uer, and hereby irrevocably constitutes	
			Bond on the books of the Issuer, with	
power of substitution	n in the premises.	nsici the said L	John on the books of the Issuer, with	Tuii
power or succession.				
Dated:				
Casial Cassaits Nom	ah an an Emmlassan			
Social Security Num Identification Numb				
identification Numb	ci of Transicice.			
Signature guarantee	d:			
NOTICE: Signatur	e(s) must be guarantee	d		
	ich is a participant in the	· · · · · · · · · · · · · · · · · · ·	TICE: The assignor's signature to the	iis
Securities Transfer A			gnment must correspond with the na	
Program (STAMP)	_	-	appears on the face of the within Bo	
- '			ery particular without alteration or a	
		chan	ge whatever.	

EXHIBIT B

FORM OF 2014 PROJECT ACCOUNT REQUISITION NO.___

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2014

The undersigned, a Responsible Officer of the Heritage Harbour North Community Development District (the "Issuer") hereby submits the following requisition for disbursement from the 2014 Project Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2014, as supplemented by that certain First Supplemental Indenture, dated as of November 1, 2014 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture);

- (A) Requisition Number:
- (B) Name of Payee:
- (C) Amount Payable:

The undersigned hereby certifies that:

- 1. This requisition is for a Cost of the 2014 Project payable from the 2014 Project Account that has not previously been paid; and
- 2. Each disbursement set forth above is a proper charge against the 2014 Project Account noted above.

If applicable, each disbursement set forth above is made as payment of a portion of the purchase price payable for the 2014 Project and the undersigned represents with respect to the Developer Agreement that such agreement has not been modified or amended and is in full force and effect on the date hereof.

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

By:		
	Responsible Officer	

The undersigned, an authorized representative of the Consulting Engineer to the Issuer hereby certifies that this disbursement is for a Cost of the 2014 Project and is consistent with: (i) the

applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2014 Project with respect to which such disbursement is being made; and (iii) the Engineer's Report.

The undersigned further certifies that: (a) the amount to be paid to the Developer for the component of the 2014 Project that is the subject of this requisition is equal to or less than the cost of constructing the same by the Developer, including the value of any real property conveyed in connection therewith, (b) such component is part of or necessary for the 2014 Project, (c) such component has been installed or constructed in substantial conformity with the plans and specifications approved by the appropriate governmental entity and applicable laws governing the installation and construction of the same, (d) to the extent such component relates to stormwater management or irrigation, the Issuer has acquired an easement for stormwater or irrigation purposes, or both, as applicable, over the property in which such component will be located or the Issuer has acquired fee title to such property, (e) the amount to be paid by the Issuer for any interest in real property which is the subject of this requisition is equal to or less than the appraised value thereof, based on an appraisal by the Issuer's appraiser; and (f) such component of the 2014 Project is owned by the Issuer, is located on public property or within public rights of way or easements, is accessible by the general public, and is not subject to any lease, management agreement or other use arrangement, or otherwise used in a manner, that would cause the 2014 Bonds to be deemed private activity bonds within the meaning of Section 141 of the Code.

•

[CONSULTING ENGINEER]

Ву:		
Name:		
Title:		

EXHIBIT C

FORM OF 2014 BONDS COSTS OF ISSUANCE ACCOUNT REQUISITION COST OF ISSUANCE REQUISITION NO.__

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2014

The undersigned, a Responsible Officer of the Heritage Harbour North Community Development District (the "Issuer") hereby submits the following requisition for disbursement from the 2014 Costs of Issuance Account created under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2014, as supplemented by a First Supplemental Indenture dated as of November 1, 2014 (collectively, the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in this Indenture):

2014 (collecti		oplemental Indenture dated as of November 1 ed terms used herein shall have the meaning	
(A)	Requisition Number:		
(B)	Name of Payee:		
(C)	Amount Payable:		
(D)	Purpose for which paid or incurred:		
The un	ndersigned hereby certifies that:		
1.	This requisition is for Costs of Issua Account that have not previously be	nce payable from the 2014 Costs of Issuance en paid; and	
2.	Each disbursement set forth above is Issuance Account.	a proper charge against the 2014 Costs of	
	ed hereto are originals of the invoice(s ch disbursement is hereby requested.) from the vendor of the services rendered with	
		HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT	
		By:Responsible Officer	

EXHIBIT D DESCRIPTION OF PROJECT

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED RESOLUTION NO. 2015-1

EXHIBIT B

BOND PURCHASE CONTRACT

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Bonds, Series 2014

BOND PURCHASE CONTRACT

November ____, 2014

Heritage Harbour North Community Development District Manatee County, Florida

Ladies and Gentlemen:

The undersigned, MBS Capital Markets, LLC (the "Underwriter") does hereby offer to enter into this Bond Purchase Contract (this "Bond Purchase Contract") with Heritage Harbour North Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon you and the Underwriter. This offer of the Underwriter shall, unless accepted by the District, expire at 7:00 P.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. Upon execution and delivery of this Bond Purchase Contract, it shall be binding upon the District and the Underwriter. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past 36 months, as all such terms are defined in Section 287.133, Florida Statutes, as amended. Any capitalized words not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statement attached hereto as **Exhibit A**.

1.	Purchase and Sale. U	Upon the terms and	conditions and upon the basis of the
respective re	presentations, warranties	s and covenants set	forth herein, the Underwriter hereby
agrees to pur	chase from the District, a	and the District hereby	y agrees to sell to the Underwriter, (all
but not less	than all) of its \$	Heritage Harl	our North Community Development
District Spec	ial Assessment Bonds, S	Series 2014 (the "Bone	ds"). The aggregate purchase price for
the Bonds is	s \$ consist	ting of \$	par amount of the Bonds, less the
Underwriter'	s discount in the amou	ant of \$	and less original issue discount of
\$	The purchase price si	shall be paid in imme	diately available federal funds against
the delivery	of the Bonds.		

2. The Bonds. The Bonds are being issued pursuant to the Constitution and laws of the State of Florida, including particularly Chapter 190, Florida Statutes (the "Act"); by

Resolution No. 2013-10 adopted by the Board of Supervisors of the District (the "Board") on September 17, 2013, as amended by Resolution No. 2014-3 adopted by the Board on October 18, 2013 and as supplemented by Resolution No. 2014-4, adopted by the Board on November 7, 2013 (collectively, the "Bond Resolution"); and a Master Trust Indenture dated as of November 1, 2014 (the "Master Indenture") between the District and U.S. Bank National Association (the "Trustee"), as supplemented by that certain First Supplemental Trust Indenture between the District and the Trustee dated as of November 1, 2014 (the "First Supplemental Indenture" and together with the Master Indenture, collectively, the "Indenture"). The 2014 Assessments will be levied by the District on lands within the District specially benefited by the 2014 Project pursuant to resolutions duly adopted by the Board (collectively, the "Assessment Proceedings"). The Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The District and Lennar Homes, LLC (the "Developer") will enter into or have already entered into the Assignment Agreement, the Completion Agreement, the Acquisition Agreement and the True-Up Agreement.

- 3. Offering. The Underwriter intends to offer and sell the Bonds only to accredited investors within the meaning of Chapter 517, Florida Statues and the rules promulgated thereunder. The Underwriter agrees to make a bona fide limited public offering of the Bonds at prices not in excess of or yields not lower than the public offering prices or yields set forth on the cover of the Limited Offering Memorandum (hereinafter defined); however, it may subsequently change such offering prices or yields without any requirement of prior notice. It shall be a condition to the District's obligation to sell and to deliver the Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Bonds, that the entire principal amount of the Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at the Closing (as hereinafter defined) and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof, unless waived in writing by the applicable parties hereto. The Underwriter agrees to deliver at the Closing a certificate in form satisfactory to Bond Counsel as to the initial offering price and yield of the Bonds. The Underwriter reserves the right to change such initial offering price or yield as the Underwriter shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts, including investment trusts managed by the Underwriter) and others at a price lower than the initial offering price or yield set forth on the cover page of the Limited Offering Memorandum. The Underwriter also reserves the right to: (i) overallot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market; and (ii) discontinue such stabilization, if commenced, at any time.
- 4. <u>Use of Documents</u>. The District hereby ratifies and confirms the use by the Underwriter of the Preliminary Limited Offering Memorandum relating to the Bonds dated ________, 2014, including the cover page and Appendices thereto (the "Preliminary Limited Offering Memorandum") prior to the date hereof, and authorizes the use by the Underwriter of the final Limited Offering Memorandum with respect to the Bonds dated the date hereof, including the cover page and Appendices thereto (the "Limited Offering Memorandum"), including any supplements or amendments thereto, and the information contained therein, and any other documents furnished by the District, in connection with the offering and sale of the

Bonds attached to the Preliminary Limited Offering Memorandum and Limited Offering Memorandum.

- **5.** <u>Definitions</u>. For purposes hereof, this Bond Purchase Contract, the Indenture, the DTC Blanket Issuer Letter of Representations (hereinafter defined), the Assignment Agreement, the Completion Agreement, the Acquisition Agreement, the True-Up Agreement, and the Continuing Disclosure Agreement (hereinafter defined) are referred to herein collectively as the "Financing Documents".
- **6.** Representations, Warranties and Agreements. The District hereby represents, warrants and agrees as follows:
- (a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the laws of the State of Florida, with full legal right, power and authority (1) to impose, levy and collect the 2014 Assessments in the manner described in the Limited Offering Memorandum; (2) to issue the Bonds for the purposes for which they are to be issued, as described in the Indenture, (3) to secure the Bonds as provided by the Indenture, (4) to enter into the obligations hereunder and under the Financing Documents, and (5) to carry out and consummate all of the transactions contemplated hereby and by the Financing Documents. The Board is the governing body of the District;
- (b) The District has full legal right, power and authority to: (i) adopt the Resolution and the Assessment Proceedings; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execute the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Proceedings, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the 2014 Project; and (viii) issue the Bonds; and (ix) levy and collect the 2014 Assessments. The District has complied, and at the Closing will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Bonds;
- (c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Proceedings, and same are in full force and effect and have not been supplemented, amended, modified or repealed. By all necessary official Board action, the District has duly authorized and approved the execution and delivery of the Financing Documents, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in, the Financing Documents and the Bonds and the consummation by it of all other transactions contemplated by this Bond Purchase Contract to be performed by it in connection with the issuance of the Bonds. Upon execution by the District, and assuming the due authorization, execution and delivery by the other parties thereto, each of the Financing Documents will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

- The District is not in material breach of or in material default under any applicable provision of the Act or any applicable constitutional provision, statute or administrative regulation of the State of Florida (the "State") or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents and the Limited Offering Memorandum and the adoption of the Bond Resolution and the Assessment Proceedings, and compliance with the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, law, administrative regulation, judgment, decree, loan agreement, resolution, bond, note, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of its property or assets or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture. No event has occurred which constitutes or which, with the lapse of time or the giving of notice, or both, would constitute, an event of default (as therein defined) under the Bonds or the Financing Documents;
- (e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations to issue the Bonds, or under the Bonds or the Financing Documents, have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds as to which the District makes no representation;
- (f) The descriptions of the Bonds, the Financing Documents, and the 2014 Project in the Preliminary Limited Offering Memorandum conform in all material respects to the Bonds, the Financing Documents and the 2014 Project;
- (g) The Bonds, when issued, executed and delivered in accordance with the Bond Resolution and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the Indenture and upon such issuance, execution and delivery of the Bonds, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and first lien on the 2014 Trust Estate. At Closing, all conditions precedent to the issuance of the Bonds required of the District set forth in the Indenture will have been complied with or fulfilled or waived by the Underwriter;
- (h) Except as disclosed in the Limited Offering Memorandum, as of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the

Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering Memorandum or the pledge of and lien on the 2014 Trust Estate pursuant to the Indenture; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to authorization for the issuance of the Bonds, the acquisition of the 2014 Project, the issuance of the Bonds, the levy and collection of the 2014 Assessments, the authorization of the Bond Resolution, the Assessment Proceedings, or the Financing Documents, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memorandum; (iv) contesting the validity or federal or state tax status of the Bonds; (v) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or Limited Offering Memorandum or any supplement or amendment thereto; or (vi) where an unfavorable ruling would materially adversely affect the financial position or condition of the District;

- (i) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;
- As of its date and (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than "permitted omissions" as permitted by Rule 15c2-12 as such term is defined below) and in the Limited Offering Memorandum (excluding for purposes hereof the statements and information under the captions "DESCRIPTION OF THE 2014 BONDS - Book-Entry Only System," as to which no view is expressed and "THE DEVELOPMENT" and "THE DEVELOPER", which are addressed in the next sentence) are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Nothing has come to the District's attention which would lead it to believe that the statements and information contained in the Preliminary Limited Offering Memorandum (other than "permitted omissions" as permitted by Rule 15c3-12) and in the Limited Offering Memorandum under the captions "THE DEVELOPMENT" and "THE DEVELOPER" contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;
- (k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto

and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is given concerning the information in the Limited Offering Memorandum under the captions "DESCRIPTION OF THE 2014 Bonds - Book-Entry Only System");

- If between the date of this Bond Purchase Contract and the earlier of: (i) ninety (90) days from the end of the "Underwriting Period" as determined below; or (ii) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter (unless such supplement or amendment is a result of information provided by the Developer or the Underwriter, in which case, the Developer or the Underwriter, as applicable, will at its expense supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter). This covenant shall survive the Closing. For purposes hereof, the "end of the Underwriting Period" shall be the date of Closing;
- (m) As of its date, the Preliminary Limited Offering Memorandum was deemed final by the District for purposes of Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"), except for "permitted omissions" permitted thereunder. The District shall provide to the Underwriter, within a sufficient time period for final Limited Offering Memorandum to accompany confirmations delivered by the Underwriter to potential investors in accordance with all applicable rules of the Municipal Securities Rulemaking Board ("MSRB"), but in no event later than seven (7) business days following the date hereof, a quantity of Limited Offering Memorandum adequate to enable the Underwriter to meet the continuing obligations imposed on it by Rule 15c2-12 and the rules of the MSRB;
- (n) Except as disclosed in the Limited Offering Memorandum, there has been no material adverse change in the financial position, results of operations or condition, financial or otherwise, of the District, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Proceedings, the Bonds or the Financing Documents, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memorandum;
- (o) The District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E-400.003 of the Florida Department of Financial Services;

- (p) The District has not been notified of any listing or the proposed listing of the District by the Internal Revenue Service as an issuer whose arbitrage certifications may not be relied upon;
- (q) Any certificate signed by any officer of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein;
- (r) The Assessment Proceedings, were undertaken in accordance with Florida law. The 2014 Assessments, as initially levied and as may be reallocated from time to time in accordance with the Assessment Proceedings constitute legal, valid, binding and enforceable liens upon the property against which such 2014 Assessments are assessed, co-equal with the lien of all county, district and municipal ad valorem taxes and non-ad valorem assessments, and superior in dignity to all other liens, titles and claims, until paid. The levy of the 2014 Assessments is sufficient to pay the debt service on the Bonds through the final maturity thereof;
- (s) Except as disclosed in the Preliminary Limited Offering Memorandum, the District has complied with all continuing disclosure commitments heretofore undertaken by the District, if any; and
- (t) The District acknowledges receipt from the Underwriter of the due diligence request attached hereto as **Exhibit J** (the "Issuer Due Diligence Checklist"). The District has provided the information requested in the Issuer Due Diligence Checklist to the Underwriter prior to the date hereof, provided, however, that to the extent it has not provided any of such information, the District has identified in writing to the Underwriter, prior to the date hereof, the reason such information was not available to be provided.
- (u) The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract and (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.
- **Closing.** At 10:00 a.m. prevailing time on November ___, 2014, or at such earlier or later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or

other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made to the Trustee through the "FAST" system of registration with The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered Bonds in book-entry only form, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

- 8. <u>Closing Conditions</u>. The Underwriter has entered into this Bond Purchase Contract in reliance upon the representations and warranties of the District contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and are also subject to the following additional conditions:
- (a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date and there shall be no material change in the information supplied to the Underwriter pursuant to the Issuer Due Diligence Checklist;
- (b) At the time of the Closing, the Act, the Bond Resolution, the Assessment Proceedings, the Bonds, and the Financing Documents, shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Proceedings, the Indenture and the Limited Offering Memorandum shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;
- (c) At or prior to the Closing, the Underwriter and the District shall have received each of the following:
 - (1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairman or Vice Chairman of the Board;
 - (2) Executed copies of the Bond Resolution and the Assessment Proceedings certified by the Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect, with only such supplements or amendments as may have been agreed to by the Underwriter;
 - (3) Executed copies of the Financing Documents;
 - (4) The opinion, dated the Closing Date and addressed to the District, the Trustee and the Underwriter (which may be addressed to such parties in one or more

separate opinions) of Bond Counsel to the District, in substantially the form included as an appendix to the Limited Offering Memorandum;

- (5) The supplemental opinion dated the date of the Closing and addressed to the District, the Trustee and the Underwriter, of Bond Counsel, in the form annexed as **Exhibit C** hereto;
- (6) The opinion dated the Closing Date and addressed to the District and the Underwriter of counsel to the District, substantially in the form annexed as **Exhibit D** hereto:
- (7) An opinion dated the Closing Date and addressed to the Underwriter of counsel to the Underwriter in form and substance satisfactory to the Underwriter;
- (8) An opinion, dated the Closing Date and addressed to the Underwriter, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to the Underwriter and a customary authorization and incumbency certificate, dated the Closing Date, signed by authorized officers of the Trustee;
- (9) A certificate of the Developer, in substantially the form of the certificate included herein as $\underline{\mathbf{Exhibit}} \ \mathbf{E}$, opinion(s) of counsel to the Developer in substantially the form included herein as $\underline{\mathbf{Exhibit}} \ \mathbf{F}$ (which may be addressed to such parties in one or more separate opinions), and a certificate of the Developer's engineers in substantially the form of the certificate included herein as $\underline{\mathbf{Exhibit}} \ \mathbf{G}$;
- (10) A certificate, dated the Closing Date, signed by the Chairperson or Vice-Chairman and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained in Section 6 hereof was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; and (ii) the District has performed all obligations to be performed hereunder as of the Closing Date in all material respects;
- (11) A customary signature and no litigation certificate, dated the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairman and Secretary or an Assistant Secretary of the Board;
- (12) Evidence of compliance with the requirements of Section 189.4085, Florida Statutes;
- (13) A copy of the executed DTC Blanket Issuer Letter of Representations entered into between the District and The Depository Trust Company, New York, New York (the "DTC Letter of Representations"), in form and substance satisfactory to the Underwriter;
- (14) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue

Code of 1986, as amended, which shall include a certificate of the Developer in the form attached as part of **Exhibit E**;

- (15) A certificate from the District's Consulting Engineer, in substantially the form attached hereto as **Exhibit H** dated the Closing Date and addressed to the District and the Underwriter:
- (16) An opinion of the Developer's counsel with respect to the District Lands, indicating the Developer is the owner of certain lands in the District and showing only such encumbrances and exceptions as are satisfactory to the Underwriter, including only such mortgages as are described in the Limited Offering Memorandum, and evidencing that all accrued, due and unpaid taxes on the lands in the District have been satisfied in full, among other matters (which opinion may be included in the form of Developer's counsel opinion attached as **Exhibit F**);
- a certificate of Financial Consultant stating that: (i) the Financial (17)Consultant consents to the use of the special assessment report, as supplemented, included as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum (the "Report") and consents to the references to the firm in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (ii) the information contained in the Limited Offering Memorandum under the caption "ASSESSMENT METHODOLOGY" is true and correct in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading; (iii) except as disclosed in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; (iv) the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (v) the 2014 Assessments, as initially levied, and as may be reallocated from time to time as permitted by the resolutions adopted by the District with respect to the 2014 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof.
- (18) A Declaration of Consent to Jurisdiction of Heritage Harbour North Community Development District and to Imposition of 2014 Assessments (the "Declaration of Consent") executed and delivered by the Developer;
- (19) Evidence that the Assessment Proceedings contains language permitting prepayment of the 2014 Assessments consistent with the financing structure, in a manner reasonably satisfactory to the Underwriter and its counsel, and that the Methodology reflects such structure;

- (20) Evidence of a final, non-appealable judgment of validation of the Bonds from the Circuit Court in and for Manatee County, Florida;
- (21) Such additional documents as may be required by the Indenture to be delivered as a condition precedent to the issuance of the Bonds;
- (22) If applicable, a copy of an appraisal from an independent appraiser indicating that the value of the land or interests therein, if any, included in the 2014 Project being conveyed to the District pursuant to the Acquisition Agreement is equal to or greater than the purchase price being paid for such land or interests therein by the District pursuant to the Acquisition Agreement;
- (23) A special assessment acknowledgement from each party holding a mortgages on any property within the boundaries of the District owned by the Developer, in the form attached as **Exhibit I**;
- (24) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memorandum and the due performance or satisfaction by the District on or prior to the date of the Closing of all the agreements then to be performed and conditions then to be satisfied by it.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Contract, unless waived in writing by the Underwriter, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract shall terminate and neither the Underwriter nor the District shall be under any further obligation hereunder, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter.

- **9.** <u>Termination</u>. The Underwriter shall have the right to terminate its obligations under this Bond Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District of its election to do so if, after the execution hereof and prior to the Closing:
 - (i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Limited Offering Memorandum or which is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements contained

therein not misleading in any material respect and in the opinion of counsel to the Issuer or counsel to the Underwriter requires an amendment of or supplement to the Limited Offering Memorandum and the effect of which, in the reasonable judgment of the Underwriter, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or

- legislation shall be introduced in, enacted by, reported out of committee, (ii) or recommended for passage by either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Bonds which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices (or yields), by the Underwriter of the Bonds; or
- (iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or
- (iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated

hereby or by the Limited Offering Memorandum or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

- (v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Limited Offering Memorandum; or
- (vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of Underwriters or broker-dealers such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Limited Offering Memorandum; or
- (vii) a general banking moratorium shall have been declared by federal or New York or Florida state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the offering of the Bonds as contemplated in the Limited Offering Memorandum.

10. Expenses.

(a) The Underwriter shall be under no obligation to pay, and the District shall pay, any expense incident to the performance of the District's obligations hereunder including, but not limited to: (i) the cost of preparation, printing and delivery of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in reasonable quantities (but in no event less than as may be required by Section 6(m) hereof); (ii) the cost of preparation, printing and delivery of any supplements and amendments to the Limited Offering Memorandum; (iii) the cost of preparation and printing of the Bonds; (iv) the fees and disbursements of Bond Counsel and counsel to the District and counsel to the Underwriter; (v) the fees and disbursements of the District Manager; (vi) the fees and disbursements of any engineers, accountants, and other experts, consultants or advisors retained by the District; (vii) the fees and expenses of the Trustee, Paying Agent and Bond Registrar, and of their respective counsel, if any; and (viii) expenses incurred on behalf of the District's employees which are incidental to implementing this Bond Purchase Contract, including without limitation, meals, transportation and lodging.

- (b) The Underwriter shall pay: (i) the cost of preparation and printing of this Bond Purchase Contract; and (ii) all other expenses incurred by it in connection with the public offering of the Bonds not provided for in (a) above.
- 11. <u>Notices</u>. Any notice or other communication to be given to the District under this Bond Purchase Contract may be given by delivering the same in writing to the District Manager at 513 Northeast 13th Avenue, Fort Lauderdale, Florida 33301, Attention James P. Ward, and any notice or other communication to be given to the Underwriter under this Bond Purchase Contract may be given by delivering the same in writing to MBS Capital Markets, LLC, 152 Lincoln Avenue, Winter Park, FL 32789, Attention: Brett Sealy.
- 12. Parties In Interest; Survival of Representations. This Bond Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Bond Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; and (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Contract.
- 13. <u>Effectiveness</u>. This Bond Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Bond Purchase Contract and any prior contract between the parties hereto, the provisions of this Bond Purchase Contract shall govern.
- **14.** <u>Headings</u>. The headings of the sections of this Bond Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.
- **15.** <u>Amendment.</u> No modification, alteration or amendment to this Bond Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.
- **16. Governing Law.** The laws of the State of Florida shall govern this Bond Purchase Contract.
- 17. <u>Counterparts</u>. This Bond Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatories upon the same instrument.

[SIGNATURE PAGES TO FOLLOW]

{27236882;5}

SIGNATURE PAGE FOR BOND PURCHASE CONTRACT (Heritage Harbour North Community Development District)

Accepted and agreed to as of the date first above written:

1	
	Very truly yours,
	MBS CAPITAL MARKETS, LLC
	By:
	Managing Partner
Accepted and agreed to as of the date first above written:	
HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT	DISTRICT
Rv.	

{27236882;5}

Chairman, Board of Supervisors

EXHIBIT A

DISCLOSURE AND TRUTH-IN-BONDING STATEMENT

The undersigned, as Underwriter, proposes Community Development District (the "District" Bonds, Series 2014 in the original aggregate prin Arrangements for the purchase of the Bonds by the Bonds by the District to the Underwriter will be District and the Underwriter that will embody the	') for the purchase on ncipal amount of \$ ne Underwriter from to include a Bond Purch	of its Special Assessment (the "Bonds"). The District and the sale of the contract between the
The purpose of this certificate is to fur 218.385(2), (3) and (6), Florida Statutes, as an arrangements contemplated for the purchase and Bonds to the Underwriter, the following information	nended, certain infor sale of the Bonds.	mation in respect of the Prior to the award of the
1. The nature and estimated amounts in connection with the issuance of the Bonds are so	-	•
2. Based upon the knowledge of the in Section 218.386, <u>Florida Statutes</u> , as amended,		
3. The amount of underwriting spread	expected to be realize	ed is:
	\$/1,000	Amount
Average Takedown: Management Fee Expenses: Total	\$ 	\$
4. There is no fee, bonus or other coconnection with the issuance of the Bonds to any the Underwriter, except as specifically enumerated to be incurred by the Underwriter as set forth in Sc. 5. For purposes of subsections (2) are amended, the following Truth-in-Bonding Statement	person not regularly d as expenses referred chedule I attached her and (3) of Section 218	employed or retained by to in paragraph (a) above reto. 3.385, <u>Florida Statutes</u> , as
The District is proposing to issue \$ moneys to: (i) finance a portion of the cost of improving certain assessable improvements (the "Z Bonds through, (iii) pay certain costs (iv) fund the 2014 Reserve Account. The Bond approximately years. At the interest rates stotal interest paid over the life of the Bonds will be	of acquiring, construction of acquiring, construction 2014 Project"), (ii) parassociated with the istance are expected to be set out in Exhibit B	ucting, equipping and/or by interest to accrue on the ssuance of the Bonds, and e repaid over a period of to the Purchase Contract,

The source of repayment for the Bond	s is the revenues derived by the District from
special assessments imposed, levied and collected	ed upon real property located within the District
specially benefited by the 2014 Project and am	ounts on deposit in certain funds and accounts
constituting the 2014 Pledged Funds and	e e e e e e e e e e e e e e e e e e e
. 1	lebt service payments due on the Bonds) of such
special assessment revenues of the District not b	ě .
to finance other services of the District; provided	
not issued, the District would not be entitled to	=
amount of the principal of and interest to be paid	such Bonds.
6. The name and address of the Und	erwriter is:
o. The name and address of the Old	er writer 13.
MBS Capital Markets, LLC	
152 Lincoln Avenue	
Winter Park, FL 32789	
	med has executed this Disclosure and Truth-in-
Bonding Statement on behalf of the Underwriter	this, 2014.
MD	C CADITAL MADIZETC LLC
MB	S CAPITAL MARKETS, LLC
By:	
	Managing Partner

SCHEDULE I

Underwriter's Expenses Amount Underwriter's Counsel Fee Travel Expenses Communication Day Loan Clearance & Settlement Charges CUSIP/DTC Computer Contingency

EXHIBIT B

TERMS OF BONDS

1.	Par Amount: \$00
2.	Amounts, interest rates, maturity dates and prices:
	[To be Provided]
3.	Redemption Provisions:
Option	al Redemption.
selecte portion	The Bonds may, at the option of the District, be called for redemption in whole, at any or in part on any Interest Payment Date on or after May 1, (less than all Bonds to be d by lot), at the Redemption Price of 100% of the principal amount of the Bonds or as thereof to be redeemed together with accrued interest to the redemption date. tory Sinking Fund Redemption.
establi: Installi	The Bonds maturing May 1, are subject to mandatory redemption in part by the t by lot prior to its scheduled maturity from moneys in the 2014 Principal Account shed under the First Supplemental Indenture in satisfaction of applicable Amortization ments at the Redemption Price of the principal amount thereof, without premium, plus d interest to the date of redemption on May 1 of the years and in the principal amounts set elow:
	May 1 Amortization of the Year Installment

* Maturity

The Bonds maturing May 1, ____ are subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2014 Principal Account established under the First Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, plus accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment
	\$
*	
* Maturity	

Any Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of the Bonds. Amortization Installments are also subject to recalculation, as provided in the First Supplemental Indenture, as the result of the redemption of Bonds (other than Bonds redeemed in accordance with scheduled Amortization Installments and other than Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 7.04 of the Master Indenture) so as to reamortize the remaining Outstanding principal balance of the 2014 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption

The Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the later of the Date of Completion of the 2014 Project (as such terms are defined in the Indenture) or the Deferred Obligations Date of Completion (as such terms are defined in the Indenture), by application of moneys transferred from the General Subaccount of the 2014 Project Account in the Acquisition and Construction Fund established under the Indenture to the 2014 Prepayment Subaccount of the 2014 Redemption Account in accordance with the terms of the Indenture; or
- (b) from Prepayments of 2014 Assessments (as such terms are defined in the Indenture) deposited into the 2014 Prepayment Subaccount of the 2014 Redemption Account or from amounts transferred from the 2014 Reserve Account into the 2014 Prepayment Subaccount of the 2014 Redemption Account after the deposit to the 2014 Reserve Account of a Reserve Account Credit Instrument (as such term is defined in the Indenture); or
- (c) from amounts transferred to the 2014 Prepayment Subaccount of the 2014 Redemption Account resulting from a reduction in the 2014 Reserve Account Requirement as provided for in the Indenture, and on the date on which the amount on deposit in the 2014 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Bonds then Outstanding, including accrued interest thereon.

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EXHIBIT C

BOND COUNSEL'S SUPPLEMENTAL OPINION

[Closing Date]

Heritage Harbour North Community Development District
Manatee County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$______ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds")

Ladies and Gentlemen:

[Customary introduction/qualifications]

The statements set forth in the Limited Offering Memorandum relating to the Bonds under the headings, "DESCRIPTION OF THE 2014 BONDS" (except for the section thereunder entitled "Book-Entry Only System" as to which no opinion is expressed), "SECURITY FOR AND SOURCES OF PAYMENT OF THE 2014 BONDS", "TAX MATTERS", "AGREEMENT BY THE STATE", "LEGALITY FOR INVESTMENT", "APPENDIX B – FORM OF INDENTURE," "APPENDIX C – FORM OF OPINION BOND COUNSEL" insofar as such information purports to describe or summarize certain provisions of the Indenture, the Bonds and the provisions of the Internal Revenue Code of 1986, as amended, as of this date, are fair and accurate descriptions or summaries of such provisions.

Very truly yours,

EXHIBIT D

ISSUER'S COUNSEL'S OPINION

[Closing Date]

Heritage Harb Manatee Cour	our North Community Development District nty, Florida
MBS Capital Winter Park, l	Markets, LLC Florida
Re:	\$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "2014 Bonds")
Ladies and Ge	entlemen:
(the "District' Florida, in co Bonds, 2014 used herein ha	rve as counsel to the Heritage Harbour North Community Development District (1), an independent special district established pursuant to the laws of the State of connection with the sale by the District of its \$ Special Assessment (the "2014 Bonds"). Unless otherwise expressly defined herein, capitalized terms are the respective meanings assigned to them in the Bond Purchase Contract, dated 2014 (the "Contract of Purchase") between the District and MBS Capital Markets, derwriter").
and	(collectively, the "Bond Resolution"), the resolutions adopted as part of the proceedings (collectively, the "Assessment Resolutions"), the validation judgment to District's bonds and the Act, and such other documents as we have deemed appropriate in rendering the opinions set forth below.
We h	ave also attended various meetings of the District and have participated in

Based on the foregoing and subject to the qualifications set forth below, we are of the opinion that:

relative to the Limited Offering Memorandum and the related documents described below.

conferences from time to time with representatives of the District, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developers in the District and the District Engineer

1. Under the Constitution and laws of the State of Florida and based on the validation judgment relating to the District's bonds, the District has been duly established and validly exists as an independent special district. The District possesses such powers as set forth in the Act to, among other things, finance, acquire and construct the 2014 Project, provide funds therefore through the issuance of the 2014 Bonds, assess, levy and collect the 2014 Assessments,

secure the 2014 Bonds as provided in the Indenture and perform under the terms and conditions of the Financing Documents.

- 2. The District has authority to (a) adopt the Bond Resolution authorizing the issuance of the 2014 Bonds and the execution and delivery of the Contract of Purchase and the Indenture, and to adopt the Assessment Resolutions, (b) execute, deliver and perform its obligations under the 2014 Bonds, the Bond Resolution, the Assessment Resolutions, and the Financing Documents, and (c) consummate the transactions contemplated by 2014 Bonds and the Financing Documents, and the District has complied with all provisions of applicable law in all matters relating to such transactions required to date.
- 3. The District has duly authorized the execution, delivery and lawful distribution by the Underwriter of the Limited Offering Memorandum and has duly ratified or authorized the use by the Underwriter of the Preliminary Limited Offering Memorandum in the marketing of the 2014 Bonds.
- 4. The District has duly authorized all necessary action to be taken by it for: (a) the issuance and sale of the 2014 Bonds upon the terms set forth in the Contract of Purchase and in the Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by the Chairman or Vice Chairman of the Board of Supervisors; (c) the execution, delivery and receipt of the 2014 Bonds and the Financing Documents, and any and all such other agreements and documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Indenture, the 2014 Bonds, the Assessment Resolutions, the Contract of Purchase and the Bond Resolution; and (d) the levy and collection of the 2014 Assessments as described in the Limited Offering Memorandum. Assuming the due authorization, execution and delivery of such documents by any other parties thereto, the 2014 Bonds and the Financing Documents constitute legal, valid and binding obligations of the District enforceable in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors' rights generally and general principles of equity).
- 5. All proceedings undertaken by the District with respect to the 2014 Assessments have been in accordance with applicable Florida law. The District has duly adopted the Assessment Resolutions. The District has full legal authority to allocate, levy, collect and enforce the 2014 Assessments as set forth in the Limited Offering Memorandum. The Assessment Resolutions have not been amended or repealed and are in full force and effect. The 2014 Assessments are legal, valid and binding liens upon the property against which the 2014 Assessments are made, coequal with the lien of all state, county, municipal and school board taxes, superior in dignity to all other liens, titles and claims against said property, until paid.
- 6. The Bond Resolution is in full force and has been duly adopted, executed and delivered by the District.
- 7. The adoption of the Bond Resolution and Assessment Resolutions, the execution and delivery by the District of the Limited Offering Memorandum and the authorization of the distribution thereof by the Underwriter, the execution and delivery by the District of the 2014

Bonds, the Financing Documents, and the consummation of the transactions described in all of the foregoing instruments, did not at the time of such adoption, authorization, execution, delivery or distribution, do not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the District a breach or violation of the terms and provisions of, or constitute a default under, (a) any existing constitution, laws, court or administrative rule or regulation, to which it is subject, or any decree, order or judgment to which it is a party or by which it is bound in force on the date hereof, or (b) any existing agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are bound, and will not result in the creation or imposition of any encumbrance upon any of the properties or assets of the District, other than those contemplated by the Indenture.

- Based on inquiry of the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation or other proceeding now pending, or to our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance, sale, execution or delivery of the 2014 Bonds or the application of the proceeds thereof, (b) contesting or affecting the authority for the 2014 Assessments or the actions of the District assessing, levying and imposing the 2014 Assessments or the issuance of the 2014 Bonds or the validity or enforceability of the 2014 Bonds, the 2014 Assessments, the Financing Documents, or the transactions contemplated thereunder, (c) contesting the establishment or existence of the District or the Board or the titles of any of its Supervisors, officers or employees, or contesting any of the powers of the District, including its power to enter into the Financing Documents, or its power to determine assess, levy, pledge and collect the 2014 Assessments, (d) specifically contesting or affecting the exclusion from federal gross income of interest on the 2014 Bonds, or (e) contesting the completeness or accuracy of the Preliminary Limited Offering Memorandum or Limited Offering Memorandum. To the best of our knowledge, there is no litigation threatened against the District that would have a material adverse effect on the District's ability to issue the 2014 Bonds or its ability to levy and enforce the 2014 Assessments.
- 9. The District is not in default under the terms and provisions of the Indenture or any of the other documents referred to in paragraph 7 hereof. In addition, to the best of our knowledge after limited inquiry, the District is not in default under any other agreement, indenture, mortgage, lease, deed of trust, note or other instrument to which the District is subject or by which it or District-owned properties are or may be bound, which default would have a material adverse effect on the condition of the District, financial or otherwise. To the best of our knowledge, the District is not in violation of any material provision of the Act, constitution, statute or administrative regulation of the State or United States.
- 10. To the best of our knowledge and in reliance on certificates by the Developer and District Engineer, all permits, consents or licenses, and all notices to or filings with governmental authorities necessary for the consummation by the District of the transactions described in the Limited Offering Memorandum and contemplated by the Indenture required to be obtained or made have been obtained or made or there is no reason to believe they will not be obtained or made when required; provided, however, that no opinion is expressed regarding the status of any land use or environmental permit, license or other similar governmental regulatory approval or as to the applicability of state Blue Sky laws.

Based upon our representation of the District as its Counsel and our limited participation in the preparation of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum, we have no reason to believe that the statements and information contained in the Limited Offering Memorandum under the captions (including all subcaptions "INTRODUCTION." hereinafter excluded) "THE DISTRICT" thereunder unless "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "LITIGATION" (excluding information regarding the Developer), "FINANCIAL STATEMENTS," "VALIDATION," "AGREEMENT BY THE STATE," and "LEGALITY FOR INVESTMENT" are not true and accurate and as of its date did not, and as of the date of Closing do not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

The opinions or statements expressed above are based solely on the laws of Florida and the United States of America. Accordingly, we neither express any opinion nor make any statement regarding the effect or application of the laws of any other state or jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed.



Sincerely,

EXHIBIT E

CERTIFICATE OF DEVELOPER

[Closing Date]

Heritage Harbour North Community Development District City of Orlando, Florida MBS Capital Markets, LLC Winter Park, Florida U.S. Bank National Association Fort Lauderdale, Florida \$_____ Heritage Harbour North Community Development District Special Re: Assessment Bonds, Series 2014 (the "Bonds") The undersigned, a duly authorized representative of Lennar Homes, LLC (the "Developer") hereby certifies that: This Certificate is furnished pursuant to Section 8 of the Bond Purchase Contract (the "Bond Purchase Contract") dated _______, 2014, between the Heritage Harbour North Community Development District (the "District") and MBS Capital Markets, LLC relating to the sale of the above referenced Bonds. Terms used herein in capitalized from and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Contract. The information contained in the Preliminary Limited Offering Memorandum , 2014 and the Limited Offering Memorandum dated ______, 2014, each relating to the Bonds, under the captions "INTRODUCTION" (to the extent it describes the Developer, the Development or the 2014 Project), "BONDHOLDERS' RISKS" (to the extent it describes the Developer, the Development or the 2014 Project), "LITIGATION - The Developer", "THE DEVELOPER" and "THE DEVELOPMENT," is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading. The Developer agrees that if between the date hereof and the earlier of: (i) ninety (90) days from the end of the "Underwriting Period" as defined in Securities Exchange Commission Rule 15c2-12 (17 CFR 240.15c2-12) ("Rule 15c2-12"); or (ii) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur of which the Developer shall have actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact relating to the

Developer or the Development, or to omit to state a material fact relating to the Developer or the Development necessary to make the statements therein, in the circumstances under which were

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made, not misleading, the Developer shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Developer will, at its expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter.

- 3. All information provided by the Developer to the Underwriter and/or Underwriter's counsel in response to the Underwriter's due diligence request in connection with the Bonds or provided to the Underwriter for distribution to potential purchasers of the Bonds or provided directly to such potential purchasers by the Developer is true and correct in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading. There is no litigation threatened or pending against the Developer which may result in any material adverse change in the business, properties, assets or financial condition of the Developer.
- 4. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer that would have a material and adverse impact on the value of the Development or the ability of Developer to develop such lands which has not been disclosed to the Underwriter.
- 5. The Developer consents to the levy of the 2014 Assessments on the lands in the District owned by Developer. The levy of the 2014 Assessments on the lands in the District owned by Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.
- 6. There is no litigation pending or, to our knowledge, threatened which would prevent or prohibit the development of the Development and the 2014 Project in accordance with the description thereof in the Limited Offering Memorandum and the Consulting Engineers' Report annexed thereto as Appendix A. The Developer is proceeding in its normal course of business to develop the Development. Except as otherwise disclosed in the Limited Offering Memorandum, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of Financing Documents to which the Developer is a party and/or Declaration of Consent, (b) contesting or affecting the validity or enforceability of the Financing Documents to which the Developer is a party, and/or Declaration of Consent or any and all such other agreements or documents as may be required to be executed, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer, or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer.
- 7. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

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The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee. The Developer is not insolvent.

- 8. There are no mortgages or similar liens on the real property owned or to be owned by the Developer within the area subject to the 2014 Assessments as of the date hereof other than as disclosed in the Limited Offering Memorandum.
- 9. All 2014 and prior years taxes relating to the lands in the District owned by the Developer have been paid and there are no real estate taxes currently due with respect to such lands which are unpaid.
- 10. Nothing has occurred which would lead the Developer to believe that all water and sewer utilities necessary to serve the Development, as such Development is described in the Limited Offering Memorandum, are, or will be, available as and when needed. The lands in the Development have the appropriate land use, zoning and other governmental approvals and development agreements to permit the development of the Development to be undertaken as contemplated by the Limited Offering Memorandum and the Consulting Engineer's Report attached thereto as an appendix. Except as otherwise disclosed in the Limited Offering Memorandum, all material conditions of the governmental development approvals and agreements applicable to the land in the Development have been complied with as of the date hereof or will be complied with in due course and there are no conditions therein that must be complied with in the future that would limit the development of the Development (including infrastructure improvements needed for the Development not included in the Project) as described in the Limited Offering Memorandum.
- 11. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the 2014 Assessments imposed on lands in the District owned by it within thirty (30) days following completion of the Project and acceptance thereof by the District.
- 12. The Developer acknowledges that the Bonds have the debt service requirements set forth under the heading "DEBT SERVICE REQUIREMENTS FOR 2014 BONDS" in the Limited Offering Memorandum and that the 2014 Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due (the foregoing is referred to as the "Debt Service Acknowledgment"). The Developer agrees that in the event it transfers ownership of any lands in the District owned by it (other than in the ordinary course of business) without first causing the lien of the 2014 Assessments to be extinguished with respect to such lands it will obtain from any transferee and deliver to the District the Debt Service Acknowledgment.
- 13. The Developer has complied with all continuing disclosure commitments undertaken by it pursuant to Rule 15c2-12 prior to the date hereof.
- 14. All contracts for sale entered into by Developer for real property to be encumbered by 2014 Assessments have contained the disclosure language required by Section 190.048, Florida Statutes.

- 15. The Developer recognizes that the certifications, representations and warranties provided by the Developer in this certificate and by its agents pursuant to the Bond Purchase Contract (collectively, the "Certifications") serve as a material inducement for the District to issue the Bonds which will provide infrastructure and facilities benefiting the property within the District's boundaries, including property within the Development, and for the Underwriter to underwrite and purchase the Bonds. The Developer hereby holds the District and the Underwriter harmless from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs, interest and penalties through all negotiations, trial and appellate levels) arising out of or in connection with, or caused directly or indirectly by, any breach or failure of any of the Certifications or any of such Certifications being incorrect or misleading in any material respect or having omitted any information necessary to make such Certifications not misleading.
- 16. Pursuant to the terms of that certain Completion Agreement between the District and the Developer, the Developer agrees to fund all District Improvements described in the Engineer's Report and needed for the Development not financed by the District.
- 17. The Declaration of Consent executed by the Developer and recorded in the public records of Manatee County, Florida (collectively, the "Declaration of Consent"), constitutes a valid and binding obligation of the Developer, enforceable against said Developer in accordance with its respective terms.
- 18. The Developer is the developer and majority owner of lands within the boundaries of the District (the "**Development**"). The Developer has been proceeding with all reasonable speed to develop the Development since the establishment of the District and to construct and sell residential units to members of the general public unrelated to the Developer.
- 19. The current development plans for the Development include an aggregate of approximately _____ existing and planned residential dwelling units. As of the date hereof, ____ lots within the Development are owned by residential end users, ____ lots not owned by residential end users have been platted for residential use, and approximately ____ lots not owned by residential end users are under contract with residential end users. We note that only a portion of the land in the Development will be subject to the 2014 Assessments levied in connection with the 2014 Project financed by the Bonds.
- 20. We certify that the District was not organized and will not be operated to perpetuate private control by the Developer or other nongovernmental persons. By the next regularly scheduled election for members of the Board of Supervisors of the District in November, 2014. we reasonably expect that at least 250 of the owners or occupants of the residential units in the Development will qualify to be "qualified electors" as defined in Section 190.003 of Chapter 190, Florida Statutes (the "Act") and therefore will be eligible to vote in such election for the members of the Board of Supervisors of the District.
- 21. During the period of development of the Development, and until such time as a majority of the members of the Board of Supervisors of the District are elected by qualified electors pursuant to the Act, we expect to continue to have the right pursuant to the Act to elect a

majority of the members of the Board of Supervisors of District. We will advise the so elected members comply with the provisions of the Act and to act only in furtherance of the public purposes described therein. We will not knowingly act or fail to act in a manner that delays the transition of the Board of Supervisors of the District to a governing body that is elected by qualified electors in accordance with the Act.

- 22. The 2014 Project (as defined in the Federal Tax Certificate to which this certificate is attached) is and will continue to consist of facilities and improvements that: (a) are permitted to be financed under the Act, (b) will be owned by the District or another governmental entity and located in publicly owned property, easements or rights-of-way, (c) will carry out an essential governmental function for the benefit of the general public, including residents of the Development, and (d) will be available to the general public, either free of charge or at reasonable rates that are generally applicable and uniformly applied. No portions of the 2014 Project will consist of commercial or industrial facilities, or improvements to property that will be owned by the Developer or other nongovernmental person.
- 23. As of the date hereof, we do not reasonably expect that the Developer will be required to make any payments under the True-Up Agreement dated of even date herewith between the Developer and the District.

We understand that Bond Counsel to the District will rely on the representations and certifications provided herein in giving its opinion that interest on the Bonds is excluded from gross income for federal income tax purposes. The foregoing representations and certifications contained in this Certificate are given to the best of the undersigned's actual knowledge and belief.

Date: December, 2014	
	LENNAR HOMES, LLC , a Florida limited liability company
	By:

EXHIBIT F

OPINION OF COUNSEL TO DEVELOPER

[Closing Date]

Heritage Harbour North Community Development District
Manatee County, Florida
MBS Capital Markets, LLC Winter Park, Florida
U.S. Bank National Association Fort Lauderdale, Florida
Re: \$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds")
Ladies and Gentlemen:
We are counsel to Lennar Homes, LLC, a limited liability company (the "Developer") in connection with the issuance by Heritage Harbour North Community Development District (the "District") of its \$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "2014 Bonds"), as described in the District's Limited Offering Memorandum dated, 2014 (together with all Appendices attached thereto, the "Limited Offering Memorandum"). Unless otherwise expressly defined herein, capitalized terms used herein shall have the respective meanings assigned to them in the Limited Offering Memorandum and the Bond Purchase Contract, dated, 2014 (the "Bond Purchase Contract"), between the District and MBS Capital Markets, LLC (the "Underwriter"). The opinions rendered herein are given with our client's permission.
Based on the foregoing, and subject to the qualifications and limitations stated or referenced herein, we are of the opinion that:
1. The Developer is a Florida limited liability company, duly organized and lawfully existing under the laws of the State of Florida.
2. The Developer has all requisite power and authority to conduct its business as

There has been no action taken by or omitted by the Developer that impairs the

District's contemplated transactions with respect to the 2014 Bonds, including: (a) the issuance and sale of the 2014 Bonds upon the terms set forth in the Bond Purchase Contract and in the

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described in the Limited Offering Memorandum.

Limited Offering Memorandum; (b) the approval of the Limited Offering Memorandum and the signing of the Limited Offering Memorandum by a duly authorized officer of the District; (c) the acquisition and construction of the 2014 Project; and (d) the execution, delivery and receipt of the Bond Purchase Contract, the 2014 Bonds, the First Supplemental Trust Indenture, dated as of ________1, 2014 (the "First Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), the Completion Agreement, the Assignment Agreement, the True-Up Agreement, and the Federal Tax Certificate, and any and all such other agreements or documents as may be required to be executed, delivered and received by the District in order to carry out, give effect to, and consummate the transactions contemplated by the Limited Offering Memorandum and the Indenture in connection with the issuance and sale of the 2014 Bonds.

- 4. The levy of the 2014 Assessments (as defined in the Limited Offering Memorandum) on the real property within the District that is owned by the Developer to secure the repayment of the 2014 Bonds does not on the date hereof and will not at the time of such consummation, conflict with or constitute on the part of the Developer, a breach or violation of the terms and provisions of, or constitute a default under any existing agreement, indenture or other instrument, to which the Developer is subject or by which the Developer's properties or assets are or may be bound.
- 5. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which they are subject or by which the properties or assets of the Developer is or may be bound, which would have a material adverse effect on the 2014 Bonds or the Development.
- 6. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.
- 5. To our knowledge, there is no action, suit or proceeding at law or in equity by or before any court or public board or body pending or, solely to our knowledge, threatened against the Developer (a) seeking to restrain or enjoin the issuance or delivery of the 2014 Bonds or the application of the proceeds thereof, or the levy or collection of the 2014 Assessments on that portion of the land in the District that is owned by the Developer, (b) contesting or affecting the authority for the issuance of the 2014 Bonds or the validity or enforceability of the Developer Documents or the transactions contemplated thereunder to which the Developer is a party, (c) contesting or affecting the establishment or existence of the Developer or its respective powers, including their power to develop the Development in accordance with the description thereof in the Limited Offering Memorandum and to fulfill their obligations under the Developer Documents or (d) which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum and the Consulting Engineers' Report annexed thereto.

- 8. The execution, delivery and performance by the Developer of the Developer Documents are within the powers of the Developer, and the Developer Documents have been duly authorized by all required company action of the Developer. Assuming the due authorization, execution and delivery of such instruments by the other parties thereto and their authority to perform such instruments, the Developer Documents constitute legal, valid and binding obligations of the Developer, enforceable in accordance with their respective terms (except to the extent that such enforceability may be limited by bankruptcy, insolvency, reorganization and similar laws affecting creditors, rights generally and general principles of equity).
- 9. To our knowledge, the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum with respect to the Developer under the captions "LITIGATION The Developer", "THE DEVELOPER" and "THE DEVELOPMENT" is true and correct in all material respects and contains no untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 10. Based on a review of that certain Ownership and Encumbrance Report (the "Title Report"), issued by ________ under File Number ______, together with all updates thereto, with an effective date of ______, 2014 (the "Effective Date"), with respect to all of the lands lying within the District owned by the Developer (the "Developer Lands"), and without independent investigation or inquiry, title to the Developer Lands is held in fee simple by the Developer and is subject only to the liens, encumbrances, easements and agreements set forth in such Title Report, none of which will impede in any material respect the development of the Development as described in, and except as otherwise set forth in, the Limited Offering Memorandum. The opinion in this paragraph is given as of the Effective Date of such Title Report, and we disclaim any obligation to advise you of any change which thereafter may have been brought to our attention. There are no mortgages on the Developer Lands other than those disclosed in the Limited Offering Memorandum.
- 11. The lands in the Development have the appropriate land use, zoning and other governmental approvals, to permit the development of the Development to be undertaken as contemplated by the Limited Offering Memorandum and the Engineer's Report attached thereto. All material conditions of the governmental development approvals and agreements applicable to the land in the Development have been complied with as of the date hereof or will be complied with in due course and there are no material conditions therein that must be complied with in the future, provided such conditions were met in the future, that would limit the development of the Development as described in, and qualified by, the Limited Offering Memorandum.
- 12. Based upon our review of the Title Report, all 2014 and prior years taxes relating to the Developer Lands have been paid and there are no real estate taxes currently due which are unpaid.

The opinions herein are rendered as of the date hereof, and we undertake no obligation to advise you of any change in any matter set forth herein.

This opinion is solely for the benefit of the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities without our prior written consent.

Sincerely,



EXHIBIT G

CERTIFICATE OF DEVELOPER'S ENGINEER

[Closing Date]

Heritage Harbour North Community Development District Manatee County, Florida
MBS Capital Markets, LLC Winter Park, Florida
U.S. Bank National Association Fort Lauderdale, Florida
Re: \$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds")
Ladies and Gentlemen:
The undersigned has been engaged to provide engineering services to Lennar Homes, LLC (the "Developer") in connection with the development known as Heritage Harbour North located within the boundaries of Heritage Harbour North Community Development District (the "Issuer"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Contract dated, 2014, between the Issuer and MBS Capital Markets, LLC relating to the sale of the above-captioned Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Contract or in the Limited Offering Memorandum dated, 2014 relating to the Bonds (the "Limited Offering Memorandum").
1. The information under the subcaptions "THE DEVELOPMENT-Entitlement Concurrency/Permits in the Preliminary Limited Offering Memorandum dated
2. To the best of our knowledge, after reasonable investigation, the governmental permits and approvals currently required to complete the Development as described in the Limited Offering Memorandum and to complete the infrastructure needed to serve the Development are in place or are reasonably obtainable in the ordinary course. The infrastructure needed for the Development not included in the 2014 Project being undertaken by the Issuer is expected to be complete by

therein that must be complied with in the future that would limit the development thereof (including internal subdivision improvements and master infrastructure) as described in the Limited Offering Memorandum.

3. All water and sewer utilities necessary to serve the Development, as such Development is described in the Limited Offering Memorandum, are, or will be, available as and when needed.

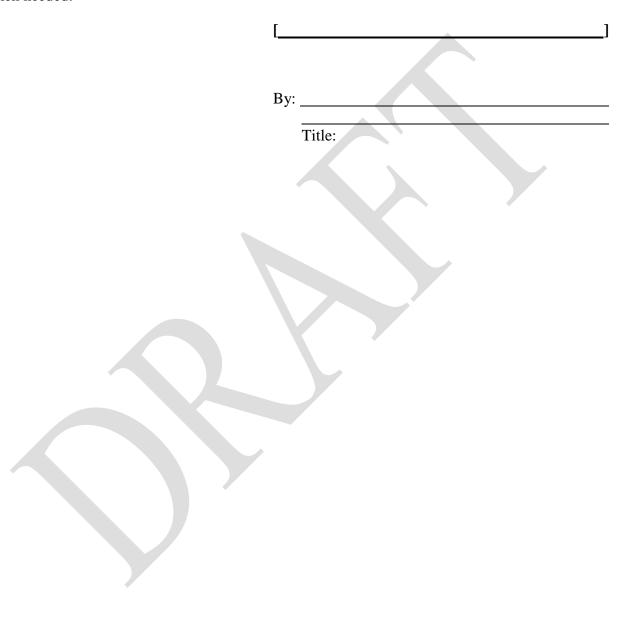


EXHIBIT H

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

[Closing Date]

Heritage Harbour North Community Development District Manatee County, Florida
MBS Capital Markets, LLC Winter Park, Florida
U.S. Bank National Association Orlando, Florida
Re: \$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds")
Ladies and Gentlemen:
The undersigned serves as the Consulting Engineer to Heritage Harbour North Community Development District (the "Issuer"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Contract dated, 2014 between the Issuer and MBS Capital Markets, LLC relating to the sale of the above-captioned Bonds (the "Bonds"). Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Contract or in the Limited Offering Memorandum dated, 2014 relating to the Bonds (the "Limited Offering Memorandum").
1. All governmental permits and approvals required to commence and complete construction, acquisition and installation of the 2014 Project have been obtained or can reasonably be obtained in the ordinary course. The 2014 Project is expected to be completed no later than
2. The information contained in the Preliminary Limited Offering Memorandum dated July 9, 2013 and the Limited Offering Memorandum under the caption "THE 2014 PROJECT" and in the Consulting Engineer's Report, (the "Engineer's Report") included as an appendix to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum did not, and does not, to the best of our knowledge, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The Engineer's Report was prepared in accordance with generally accepted engineering practices. We consent to the inclusion of the Engineer's Report in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to our firm therein.

- 3. The plans and specifications for the 2014 Project have been approved by all regulatory bodies required to approve them (such regulatory bodies consisting of those referred to in Engineer's Report) or such approval can reasonably be expected to be obtained.
- 4. All water and sewer utilities necessary to serve the Development, as such Development is described in the Limited Offering Memorandum, are, or will be, available as and when needed.
- 5. The portion of the 2014 Project heretofore constructed has been constructed in a sound workmanlike manner and in accordance with industry standards.
- 6. The purchase price to be paid by the Issuer for the 2014 Project improvements is no more than the lesser of: (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.
- 7. The reasonable expected average life of the 2014 Project to be financed with the proceeds of the 2014 Bonds is at least _____ years.
- 8. The proceeds of the Bonds deposited to the 2014 Project Account can be expended on costs of the 2014 Project on or before the Completion Date without regard to whether the Developer obtains the requisite zoning and other governmental approvals to permit the "Marina Parcel" (as defined in the Engineer's Report) to be developed as contemplated in the Engineer's Report.

BANKS ENGINEERING

By:		
Title:		

EXHIBIT I

MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT

Prepared by and after recording return to:

{27236882;5}

- 1. <u>Recitals</u>. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.
- 2. <u>Covenants by the Mortgagee</u>. The Mortgagee makes the following acknowledgments and agreements to and for the benefit of the District, its successors and assigns, and the current and future holders of the Bonds:
 - (a) The Mortgagee acknowledges that the 2014 Assessments will impose a statutory first lien on all or a portion of the Mortgaged Property, superior to the lien of the Mortgage.
 - (b) The Mortgagee agrees that it will not assert against the District, the Trustee for the Bonds or the holders of the Bonds that the lien of the 2014 Assessments, or the payment of the 2014 Assessments, does or will violate any provision of the Mortgage, the Note or any other agreement made by the Mortgagor with or for the benefit of Mortgagee, in connection with the Mortgage or the Note.
 - (c) The Mortgagee agrees that it will not in any way contest the legality or the validity of the 2014 Assessments or contest or challenge the levy, imposition and/or collection of the 2014 Assessments or any of the proceedings heretofore or to be conducted in connection therewith.
 - (d) The Mortgagee agrees that if the Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, its title to the Mortgaged Property is subject to all unpaid 2014 Assessments.
- 3. <u>Mortgage Not Affected.</u> This Mortgagee Special Assessment Acknowledgment is made by Mortgagee solely for the benefit of the District and the current and future holders of the Bonds. Nothing herein shall in any way affect the Mortgage or limit Mortgagee's rights or Mortgagor's obligations under the Mortgage. Without limiting the generality of the foregoing, nothing herein shall limit Mortgagee's ability to declare a default under the Mortgage in the event of a violation of the terms of the Mortgage.
- 4. <u>Mortgagee Waivers</u>. By execution of this Mortgagee Special Assessment Acknowledgment, the Mortgagee hereby waives any default under the Note or the Mortgage arising solely from the issuance of the Bonds and the levy, imposition and/or collection of the 2014 Assessments. No other waiver is given or implied.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed the day and year first above written.

	[MORTGAGEE]
WITNESSES:	
Ву:	By:
Name:	Name:
Ву:	Title:
Name:	
STATE OF	
COUNTY OF	
2014, by as	s acknowledged before me this day of, of []. Such person is personally known to as identification, and did/did not take an oath or
	District the state of the state
	Printed/Typed Name: Notary Public-State of
	Commission Number:

EXHIBIT "A" LEGAL DESCRIPTION



EXHIBIT J

ISSUER DUE DILIGENCE CHECKLIST

October 2, 2013

Heritage Harbour North
Community Development District
c/o District Manager
513 Northeast 13th Avenue
Fort Lauderdale, Florida
Attention James P. Ward

Re: \$_____ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds")

Dear Jim:

The following items should be provided to MBS Capital Markets, LLC ("MBS") and the undersigned, its counsel, prior to the printing of a Preliminary Limited Offering Memorandum with respect to the Bonds and the execution by MBS of a Bond Purchase Contract with respect to the Bonds. If any items are not available at the present time, please provide a detailed written response indicating the reason such information cannot be provided and the estimated date upon which such information is expected to be available. Any such information should be provided to MBS and the undersigned as soon as same becomes available.

- 1. Current audited financial statements.
- 2. Current administrative and operating budget.
- 3. Description of any pending or threatened litigation.
- 4. Description of any investigation or inquiry by any governmental agency.
- 5. Final Judgment of Validation.
- 6. Information about whether the District participates in the Florida Retirement System and a description of any other post-employment benefits provided by the District and status of funding of same.

Thank you in advance for your attention to this matter.

Sincerely,

Michael D. Williams

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED RESOLUTION NO. 2015-1

EXHIBIT C

PRELIMINARY LIMITED OFFERING MEMORANDUM

DDEI IMINADV I IMITED	OFFERING MEMORANDUM DATED	201/
FREEIVIINARI EIVIIIED	OFFERING WIEWIONANDOW DATED	. 2014

NEW ISSUE - BOOK-ENTRY ONLY LIMITED OFFERING

NOT RATED

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with the tax covenants described herein, interest on the 2014 Bonds is excluded from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on certain corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income. See "TAX MATTERS" herein regarding certain other tax considerations. Bond Counsel is further of the opinion that, pursuant to the Act, the 2014 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

\$_____* HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (Manatee County) Special Assessment Bonds, Series 2014

Dated: Date of Delivery Due: May 1, as set forth below. The Heritage Harbour North Community Development District (the "District") is issuing its Special Assessment Bonds, Series 2014 (the "2014 Bonds") in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided that the 2014 Bonds will be deliverable to the initial purchasers in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. The 2014 Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the 2014 Bonds will be made in book entry only form and purchasers of beneficial interests in the 2014 Bonds will not receive physical 2014 Bond certificates. For so long as the book entry system is maintained, the principal of, premium, if any, and interest on the 2014 Bonds will be paid from the sources described herein by U.S. Bank National Association, as trustee (the "Trustee"), to DTC as the registered owner thereof. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the Direct Participants and Indirect Participants, as more fully described herein. Any purchaser, as a beneficial owner of a 2014 Bond, must maintain an account with a broker or dealer who is, or acts through, a Direct Participant in order to receive payment of the principal of, premium, if any, and interest on such 2014 Bond. Interest on the 2014 Bonds, calculated on the basis of a 360 day year comprised of twelve thirty day months, is payable on each May 1 and November 1 commencing May 1, 2015. See "DESCRIPTION OF THE 2014 BONDS" herein.

Proceeds of the 2014 Bonds will be used to (i) finance a portion of the cost of the acquisition, construction, installation and equipping of the 2014 Project, (ii) fund the 2014 Reserve Account in an amount equal to the initial 2014 Reserve Account Requirement, (iii) capitalize a portion of the interest to accrue on the 2014 Bonds, and (iv) pay costs of issuance of the 2014 Bonds. See "ESTIMATED SOURCES AND USES OF PROCEEDS" herein.

The 2014 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts, and at the redemption price more fully described herein under the caption "DESCRIPTION OF THE 2014 BONDS – Redemption Provisions."

NEITHER THE 2014 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. THE 2014 BONDS AND THE INTEREST PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2014 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2014 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2014 PLEDGED REVENUES AND THE 2014 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2014 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

INVESTMENT IN THE 2014 BONDS POSES CERTAIN RISKS AND THE 2014 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "INTRODUCTION", "BONDHOLDERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN. THE UNDERWRITER IS LIMITING THIS OFFERING OF THE 2014 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES; THE LIMITATION OF THE INITIAL OFFERING OF 2014 BONDS TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS OF TRANSFER IN ANY SECONDARY MARKET FOR THE 2014 BONDS. THE 2014 BONDS ARE NOT CREDIT ENHANCED, ARE NOT RATED AND NO APPLICATION HAS BEEN MADE FOR A RATING WITH RESPECT TO THE 2014 BONDS, NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT FOR THE 2014 BONDS OR A RATING FOR THE 2014 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE 2014 BONDS.

For the reasons more fully described herein under "BONDHOLDERS' RISKS" and "THE DISTRICT – IRS Examination of Village Center CDD and Related Matters," there is a risk that the District may be determined, either by the Internal Revenue Service (the "IRS"), judicially or otherwise, not to be a political subdivision for purposes of the Internal Revenue Code of 1986, as amended (the "Code") and, correspondingly, that the IRS will make an adverse determination with respect to the tax-exempt status of interest on the 2014 Bonds. See "BONDHOLDERS' RISKS", and "TAX MATTERS – Additional Matters Relating to On-going IRS Audit Program and Special Districts" herein.

This cover page contains certain information for quick reference only. It is not a summary of the 2014 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

MATURITY SCHEDULE

\$_		_% Term Bonds due May 1,	– Price	% – CUSIP	**
\$	_	% Term Bonds due May 1,	Price	% – CUSIP	**

The 2014 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to the receipt of the opinion of Greenspoon Marder, P.A., Fort Lauderdale, Florida, Bond Counsel, as to the validity of the 2014 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the Underwriter by its counsel, Akerman LLP, Orlando, Florida, for the District by its counsel, Coleman, Yovanovich & Koester, P.A., Naples, Florida, for the Developer by the Pavese Law Firm, Fort Myers, Florida, and Grimes Goebel Grimes Hawkins Gladfelter &

Galvano, P.L., Bradenton, Florida, and for the Trustee by Holland & Knight, LLP, Miami, Florida. It is expected that the 2014 Bonds will be delivered in book entry form through the facilities of DTC on or about December _____, 2014.

MBS Capital Markets, LLC

_____, 2014

^{*} Preliminary, Subject to Change

^{**} The District is not responsible for the use of the CUSIP number, nor is any representation made as to its correctness. It is included solely for the convenience of the readers of this Limited Offering Memorandum.

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Anthony Burdett, Chairman William Riley, Vice Chairman Dalton Drake, Assistant Secretary Matthew Morris, Assistant Secretary Terry Kirschner, Assistant Secretary

DISTRICT MANAGER

JPWard & Associates, LLC Fort Lauderdale, Florida

COUNSEL TO THE DISTRICT

Coleman, Yovanovich & Koester, P.A. Naples, Florida

DISTRICT ENGINEER

Banks Engineering Fort Myers, Florida

BOND COUNSEL

Greenspoon Marder, P.A. Fort Lauderdale, Florida

ASSESSMENT CONSULTANT

JPWard & Associates, LLC Fort Lauderdale, Florida

No dealer, broker, salesperson, or other person has been authorized by the Heritage Harbour North Community Development District (the "District") or MBS Capital Markets, LLC ("MBS" or the "Underwriter") to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the District or the Developer (as defined herein) or the Development (as defined herein) since the date hereof. Neither the delivery of this Limited Offering Memorandum mor any sale made pursuant to this Limited Offering Memorandum implies that any information set forth in this Limited Offering Memorandum is correct as of any date after the date of this Limited Offering Memorandum.

The information set forth herein has been obtained from public documents, records and other sources, including the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, MBS. MBS has provided the following sentence for inclusion in this Limited Offering Memorandum. MBS has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but MBS does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE WEBSITE www.MuniOS.com. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

Certain information in this Limited Offering Memorandum has been provided by The Depository Trust Company, New York, New York ("DTC"). The District has not provided information in this Limited Offering Memorandum with respect to DTC and does not certify as to the accuracy or sufficiency of the disclosure policies of or content provided by DTC and is not responsible for the information provided by DTC.

THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE A CONTRACT BETWEEN THE DISTRICT OR MBS AND ANY ONE OR MORE OF THE OWNERS OF THE 2014 BONDS.

THE 2014 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2014 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, MANATEE COUNTY, FLORIDA, THE

STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE 2014 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER MANATEE COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM "DEEMED FINAL" BY THE DISTRICT FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(B)(1).



{27352782;4} ii

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APPENDIX B - FORM OF INDENTURE

APPENDIX C - FORM OF OPINION OF BOND COUNSEL

APPENDIX D - FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX E - SPECIAL ASSESSMENT METHODOLOGY

APPENDIX F - AUDITED FINANCIAL STATEMENTS OF THE DISTRICT

FOR THE YEAR ENDED SEPTEMBER 30, 2013



SUMMARY STATEMENT

This Summary Statement is part of this Limited Offering Memorandum, and is subject in all respects to the more complete information and definitions contained in or incorporated in this Limited Offering Memorandum. This Summary Statement should not be considered to be a complete statement of the facts material to making an investment decision. The offer by the Heritage Harbour North Community Development District (the "District") of its Special Assessment Bonds, Series 2014 (the "2014 Bonds") is made only by means of this entire Limited Offering Memorandum. No person is authorized to detach this Summary Statement from this Limited Offering Memorandum or to otherwise use it without the entire Limited Offering Memorandum. Unless otherwise defined, all capitalized terms in this Summary Statement shall be as defined herein, in the Indenture (herein defined) or in the text of this Limited Offering Memorandum.

Bond Owners' Risks; Limited Offering

NO APPLICATION HAS BEEN MADE FOR A RATING WITH RESPECT TO THE 2014 BONDS. INVESTMENT IN THE 2014 BONDS POSES CERTAIN RISKS AND THE 2014 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "INTRODUCTION", "BONDHOLDERS' RISKS", "TAX MATTERS – Additional Matters Relating to On-going IRS Audit Program and Special Districts" AND "SUITABILITY FOR INVESTMENT" HEREIN. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE 2014 BONDS.

The District

The District is a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act, Chapter 190, Florida Statutes, as amended and Ordinance No. 06-71 of Manatee County, Florida (the "Act"). The District consists of approximately 1,066.58 acres located within unincorporated Manatee County. For more complete information about the District, see "THE DISTRICT" herein.

The 2014 Bonds

The 2014 Bonds are being issued pursuant to the Act and a Master Trust Indenture to be dated as of December 1, 2014 to be entered into by and between the District and U.S. Bank National Association (the "Master Indenture") as trustee (the "Trustee") as supplemented by a First Supplemental Trust Indenture to be dated as of December 1, 2014 to be entered into between the District and the Trustee (the "Supplemental Indenture" together with the Master Indenture, the "Indenture"). The form of Indenture is reproduced hereto as APPENDIX B. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Indenture. The 2014 Bonds will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof; provided that the 2014 Bonds will be deliverable to the initial purchasers in denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The 2014 Bonds will bear interest at the fixed rates set forth on the cover page, calculated on the basis of a 360-day year comprised of twelve thirty-day months, payable on each May 1 and November 1 commencing on May 1, 2015. The 2014 Bonds are subject to extraordinary mandatory, optional and mandatory redemption prior to the stated date of maturity, as provided herein. See "DESCRIPTION OF THE 2014 BONDS" herein.

Purpose of the 2014 Bonds

The 2014 Bonds are being issued in order to provide sufficient funds to (i) finance a portion of the cost to construct, acquire, equip and install the 2014 Project, (ii) fund the initial 2014 Reserve Account in an amount equal to the initial 2014 Reserve Account Requirement, (iii) pay costs of issuance of the 2014 Bonds, and (iv) to capitalize a portion of the interest to accrue on the 2014 Bonds. See "ESTIMATED SOURCES AND USES OF PROCEEDS" herein.

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The Developer and the Development

The lands within the District subject to the 2014 Assessments are owned by Lennar Homes, LLC, a Florida limited liability company (the "Developer") and include approximately 175 acres situated within the boundaries of the District (the "Expansion Area"). See "THE DEVELOPMENT" herein.

Security for the 2014 Bonds

The principal of and interest on the 2014 Bonds shall be payable solely from, and shall be secured by, the revenues derived by the District from the 2014 Assessments (the "2014 Pledged Revenues") and the Funds and Accounts (except for the 2014 Rebate Account) established by the Supplemental Indenture (the "2014 Pledged Funds and Accounts"). The 2014 Pledged Revenues and the 2014 Pledged Funds and Accounts collectively comprise the "2014 Trust Estate".



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HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (Manatee County, Florida)

Special Assessment Bonds, Series 2014

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, summary statement and appendices hereto, is to provide certain information in connection with the issuance and sale by Heritage Harbour North Community Development District (the "District") of its \$_____* Special Assessment Bonds, Series 2014 (the "2014 Bonds").

No person has been authorized by the District or MBS to give any information or to make any representations, other than those contained in this Limited Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The District is a local unit of special purpose government of the State of Florida, created pursuant to Chapter 190, Florida Statutes, as amended and Ordinance No. 06-71 of Manatee County, Florida (the "Act"). Among the purposes for which the District was established are financing the acquisition and construction of the public infrastructure and other public facilities necessary for development of the lands within the District. The Act authorizes the District to issue bonds for purposes, among others, of financing the cost of acquisition and construction of assessable improvements including water management and control, water supply, wastewater management, reclamation and reuse, roadway improvements, landscaping, street lights, parks and other basic infrastructure projects within and, in accordance with the provisions of the Act, without the boundaries of the District. For more complete information about the District, its Board of Supervisors and the District Manager, see "THE DISTRICT" herein.

The boundaries of the District encompass approximately 1,066.58 acres of land located in unincorporated Manatee County. The development within the District is known as River Strand (the "Development"). The portion of the Development to be benefitted by the public improvements to be financed with proceeds of the 2014 Bonds is expected to include 525 residential units on approximately 175 acres of land (the "Expansion Area"). The 2014 Assessments will be levied only within the Expansion Area.

Lennar Homes, LLC, a Florida limited liability company (the "Developer"), is the developer of the Development. See "THE DEVELOPER" and "THE DEVELOPMENT" herein.

The 2014 Bonds are being issued pursuant to the Act and a Master Trust Indenture to be dated as of December 1, 2013 to be entered into between the District and U.S. Bank National Association (the "Master Indenture") as trustee (the "Trustee") as supplemented by a First Supplemental Trust Indenture to be dated as of December 1, 2013 to be entered into between the District and the Trustee (the "Supplemental Indenture" together with the Master Indenture, the "Indenture"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture. The principal of and interest on the 2014 Bonds shall be payable solely from, and shall be secured solely by the revenues derived by the District from the 2014 Assessments (the "2014 Pledged Revenues") and the Funds and Accounts (except for the 2014 Rebate Account) established by the Supplemental Indenture (the "2014 Pledged Funds and Accounts"). The 2014 Pledged Revenues and the 2014 Pledged Funds collectively comprise the "2014 Trust Estate".

NEITHER THE 2014 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF THE STATE OF FLORIDA. THE 2014 BONDS AND THE INTEREST PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE

Preliminary, Subject to Change

DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2014 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE 2014 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2014 PLEDGED REVENUES AND THE 2014 PLEDGED FUNDS AND ACCOUNTS PLEDGED TO THE 2014 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

Proceeds of the 2014 Bonds will be used to (i) finance a portion of the cost to acquire, construct, install and equip the 2014 Project, (ii) fund the 2014 Reserve Account in an amount equal to the initial 2014 Reserve Account Requirement, (iii) pay costs of issuance of the 2014 Bonds, and (iv) capitalize a portion of the interest to accrue on the 2014 Bonds. See "ESTIMATED SOURCES AND USES OF PROCEEDS" herein.

INVESTMENT IN THE 2014 BONDS POSES CERTAIN RISKS AND THE 2014 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL POTENTIAL INVESTORS. SEE "BONDHOLDERS RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

THE 2014 BONDS ARE NOT CREDIT ENHANCED AND ARE NOT RATED. PROSPECTIVE INVESTORS IN THE 2014 BONDS ARE INVITED TO VISIT THE DISTRICT AND TO REQUEST FROM THE DISTRICT DOCUMENTS, INSTRUMENTS AND INFORMATION WHICH MAY NOT NECESSARILY BE REFERRED TO, SUMMARIZED OR DESCRIBED HEREIN. THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF. PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL INFORMATION AND ARRANGE TO VISIT THE DISTRICT AS DESCRIBED HEREIN UNDER THE CAPTION "SUITABILITY FOR INVESTMENT."

DESCRIPTION OF THE 2014 BONDS

General

The 2014 Bonds are issuable only in fully-registered form, in denominations of \$5,000 or any integral multiple thereof; provided that the 2014 Bonds will be deliverable to the initial purchasers in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof. The 2014 Bonds will be dated as of the date of delivery thereof, will bear interest from that date at the rates per annum and, subject to the redemption provisions set forth below, will mature on the dates set forth on the cover page of this Limited Offering Memorandum. Each 2014 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication; (i) is an Interest Payment Date to which interest on such 2014 Bond has been paid, in which event such 2014 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2014 Bonds, in which event such 2014 Bond shall bear interest from its dated date. Interest on the 2014 Bonds will be computed on the basis of a 360-day year based on twelve 30-day months and will be payable on each May 1 and November 1, commencing May 1, 2015.

The 2014 Bonds shall be initially issued in the form of a separate single certificated fully registered 2014 Bond for each maturity thereof. Upon initial issuance, the ownership of each such 2014 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in the Indenture, all of the Outstanding 2014 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC. See "DESCRIPTION OF THE 2014 BONDS - Book-Entry Only System" herein.

Redemption Provisions

Optional Redemption. The 2014 Bonds may, at the option of the District, be called for redemption as a whole, at any time, or in part on any Interest Payment Date, on or after May 1, 20___ (less than all 2014 Bonds to be selected by lot), at a Redemption Price (expressed a percentage of principal amount) of 100% of the Outstanding principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

Mandatory Redemption. The 2014 Bonds maturing May 1, _____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the 2014 Principal Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments (as defined in the Master Indenture) at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

	Year	Amortization Installments
	*	
* Maturity		

As more particularly set forth in the Master Indenture and Supplemental Indenture, any 2014 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of the 2014 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of 2014 Bonds (other than 2014 Bonds redeemed in accordance with scheduled Amortization Installments and other than 2014 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by the Master Indenture) so as to reamortize the remaining Outstanding principal balance of the 2014 Bonds as set forth in the Supplemental Indenture.

Extraordinary Mandatory Redemption. The 2014 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

- (a) on or after the later of the Date of Completion of the 2014 Project (as such terms are defined in the Indenture), by application of moneys transferred from the 2014 Project Account in the Acquisition and Construction Fund established under the Indenture to the 2014 Prepayment Subaccount of the 2014 Redemption Account in accordance with the terms of the Indenture; or
- (b) from Prepayments of 2014 Assessments (as such terms are defined in the Indenture) deposited into the 2014 Prepayment Subaccount of the 2014 Redemption Account or from amounts transferred from the 2014 Reserve Account into the 2014 Prepayment Subaccount of the 2014 Redemption Account after the deposit to the 2014 Reserve Account of a Reserve Account Credit Instrument (as such term is defined in the Indenture); or
- (c) from amounts transferred to the 2014 Prepayment Subaccount of the 2014 Redemption Account resulting from a reduction in the 2014 Reserve Account Requirement as provided for in the Indenture, and, on the

date on which the amount on deposit in the 2014 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2014 Bonds then Outstanding, including accrued interest thereon.

Notice and Effect of Redemption

Notice of each redemption of 2014 Bonds is required to be mailed by the Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered Owner of 2014 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2014 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Bonds or such portions thereof on such date, interest on such 2014 Bonds or such portions thereof so called for redemption shall cease to accrue, such 2014 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2014 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

If at the time of mailing of notice of an optional redemption, the District shall not have deposited with the Trustee or Paying Agent for the 2014 Bonds to be redeemed, moneys sufficient to redeem all the 2014 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited. Notwithstanding any other provision of the Indenture, notice of optional redemption may also be conditioned upon the occurrence or non-occurrence of such other event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

If less than all of the 2014 Bonds shall be called for redemption, the particular 2014 Bonds or portions of 2014 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and the District does not make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the 2014 Bonds. The 2014 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2014 Bond certificate will be issued for each maturity of the 2014 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC

is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants". DTC has a Standard & Poor's rating of AA+. The DTC rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of 2014 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2014 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2014 Bond (each a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2014 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2014 Bonds, except in the event that use of the book-entry system for the 2014 Bonds is discontinued.

To facilitate subsequent transfers, all 2014 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2014 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2014 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2014 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2014 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2014 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2014 Bond documents. For example, Beneficial Owners of 2014 Bonds may wish to ascertain that the nominee holding the 2014 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2014 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2014 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2014 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2014 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on a payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such DTC Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the 2014 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments

to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2014 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2014 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC upon compliance with any applicable DTC rules and procedures. In that event, 2014 Bond certificates will be printed and delivered at the expense of the District.

So long as Cede & Co. is the registered owner of the 2014 Bonds, as nominee of DTC, reference herein to the Bondholders or Registered Owners of the 2014 Bonds will mean Cede & Co., as aforesaid, and will not mean the Beneficial Owners of the 2014 Bonds.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE 2014 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE 2014 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

ESTIMATED SOURCES AND USES OF PROCEEDS

Proceeds from the issuance and delivery of the 2014 Bonds are expected to be applied as follows:

SOURCES	
Par Amount of 2014 Bonds	\$
Less Original Issue Discount	(
TOTAL SOURCES:	\$
<u>USES</u>	
Deposit to 2014 Project Account	\$
Deposit to 2014 Reserve Account	
2014 Costs of Issuance (including Underwriter's Discount)	
Deposit to 2014 Capitalized Interest Account*	
TOTAL USES:	\$

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^{*}Interest is being capitalized on the 2014 Bonds through November 1, 2015

DEBT SERVICE REQUIREMENTS FOR 2014 BONDS

Year Ending	Dringing	Intopact	Tatal
November 1 2014	Principal 	Interest \$	
2014		φ	φ
2015			
2016			
2017			
2018			
2019			
2021			
2021			
2023 2024			
2024			
2025 2026			
2026			
2027			
2028			₩
2029			
2030			
2031			
2032			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2042			
2043			
	\$	\$	

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2014 BONDS

General

The primary source of payment for the 2014 Bonds are the revenues derived by the District from the 2014 Assessments imposed, pursuant to the Assessment Proceedings, on each assessable parcel of land within the Expansion Area that will be specially benefited by the 2014 Project (as defined herein) as provided in the Special Assessment Methodology attached hereto as APPENDIX E. The principal of, premium, if any, and interest on the 2014 Bonds are equally and ratably secured under the Indenture by a first lien upon and pledge of revenues derived by the District from the 2014 Assessments collected by or on behalf of the District from landowners or otherwise collected as a result of the levy of 2014 Assessments, including amounts received from the collection of Delinquent Assessments (the "2014 Assessment Revenues" or the "2014 Pledged Revenues").

The Indenture provides that such pledge shall be valid and binding from and after the date of initial delivery of the 2014 Bonds and without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Non-ad valorem assessments are not based on millage and can become a lien against the homestead as permitted in Section 4, Article X of the Florida State Constitution. 2014 Assessments also consist of amounts received from any foreclosure or other court proceeding for the enforcement of collection of the 2014 Assessments or from the issuance and sale of tax certificates with respect to such 2014 Assessments, less the fees and costs of collection thereof payable to the Tax Collector or other collection agent and less certain administrative costs payable to the Property Appraiser. The Indenture provides that, except as otherwise provided therein, 2014 Assessments levied on platted lots shall be collected using the Uniform Collection Method provided for in Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended (the "Uniform Method"). 2014 Assessments levied on unplatted lots, except as otherwise provided in the Indenture, shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method. However, prior to an Event of Default, the election to collect and enforce 2014 Assessments in any year pursuant to any one method shall not, to the extent permitted by law, preclude the District from electing to collect and enforce 2014 Assessments pursuant to any other method permitted by law in any subsequent year. Following an Event of Default, 2014 Assessments levied on platted lots and pledged to secure the 2014 Bonds shall be collected pursuant to the Uniform Method and 2014 Assessments levied on unplatted lots and pledged to secure the 2014 Bonds shall be billed and collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in each case unless the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, provides written consent to a different method of collection. All 2014 Assessments that are billed and collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than thirty (30) days prior to each Interest Payment Date; provided, however, that such 2014 Assessments shall not be deemed to be Delinquent Assessments unless and until same are not paid by the applicable Interest Payment Date with respect to which they have been billed. See also "COLLECTION OF 2014 ASSESSMENTS" herein.

Pursuant to the Indenture, if any 2014 Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such 2014 Assessments are so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such 2014 Assessments when it might have done so, the District shall either (i) take all necessary steps to cause new 2014 Assessments to be made for the whole or any part of said improvement or against any property benefited by said improvement, or (ii) in its sole discretion, make up the amount of such 2014 Assessments from legally available moneys, which moneys shall be deposited into the Series 2014 Revenue Account in the Revenue Fund. In case such second 2014 Assessments shall be annulled, the District shall obtain and make other 2014 Assessments until valid 2014 Assessments shall be made.

Pursuant to the Supplemental Indenture, the Distract has covenanted if any property shall be offered for sale for the nonpayment of any 2014 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2014 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2014 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2014 Bonds within six (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding.

Pursuant to the Supplemental Indenture, the District also acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of 2014 Assessments that are billed directly by the District, that the entire 2014 Assessments levied on the property for which such installment of 2014 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

The District has also covenanted to comply with the terms of the proceedings heretofore adopted with respect to the 2014 Assessments, including the Assessment Proceedings, and to levy the 2014 Assessments and any required true-up payments set forth in the Assessment Proceedings, in such manner as will generate funds sufficient to pay the principal of and interest on the 2014 Bonds, when due. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the 2014 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed Operation and Maintenance Assessments, all in a manner consistent with the Indenture.

Parity Bonds

The District covenants and agrees that other than Refunding Bonds issued to refund a portion of the 2014 Bonds, as long as there are any 2014 Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the 2014 Trust Estate; provided, however, that the District reserves the right to issue bonds, notes or other obligations payable from or secured by the 2014 Trust Estate pledged to the 2014 Bonds, but only so long as such bonds, notes or other obligations are not entitled to a lien upon or charge against the 2014 Trust Estate equal or prior to the lien of the Supplemental Indenture securing the 2014 Bonds. Each bond, note or other obligation issued pursuant to the authority of the preceding sentence shall conspicuously state on the face thereof that such obligation is, and such obligation shall be, subordinate and inferior in right of lien and payment to the lien of the Indenture on such 2014 Trust Estate and the rights and remedies of the holders of such Subordinated Debt to payment and upon default thereon and under any installment securing such Subordinated Debt shall not be subject to action for collection or acceleration thereof except upon the exercise of and subject to the first and prior rights of the Trustee and Owners of the 2014 Bonds to payment and the control of remedies and acceleration, if any, granted under the Indenture.

Funds and Accounts; Application of 2014 Pledged Revenues

Pursuant to the Indenture, the following Funds and Accounts are established:

- (a) A Project Fund and therein a 2014 Project Account and a 2014 Costs of Issuance Account;
- (b) Within the Debt Service Fund: (i) a 2014 Debt Service Account and, therein, a 2014 Principal Account, a 2014 Interest Account and a 2014 Capitalized Interest Account; and (ii) a 2014 Redemption Account, and, therein, a 2014 Prepayment Subaccount and an Optional Redemption Subaccount;
 - (c) Within the Revenue Fund a 2014 Revenue Account;
- (d) Within the Reserve Fund a 2014 Reserve Account which shall be held for the benefit of all of the 2014 Bonds, without distinction and without privilege or priority of one 2014 Bond over another; and
 - (e) Within the Rebate Fund a 2014 Rebate Account.

2014 Project Account

Amounts on deposit in the 2014 Project Account shall be applied from time to time to pay the Costs of the 2014 Project upon compliance with the requisition provisions set forth in the Indenture.

Amounts on deposit in the 2014 Capitalized Interest Account shall, until and including November 1, 2015, be transferred into the 2014 Interest Account and applied to the payment of interest first coming due on the 2014 Bonds, and thereafter transferred into 2014 Project Account.

2014 Reserve Account

The 2014 Reserve Account Requirement is defined to mean, as of any date of calculation, an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding 2014 Bonds as of the date of calculation, but not in excess of \$______ which is the lesser of (i) 125% of the average annual Debt Service Requirement for all Outstanding 2014 Bonds calculated as of the date of original issuance thereof or (ii) 10% of the proceeds of the 2014 Bonds calculated as of the date of original issuance thereof.

Amounts on deposit in the 2014 Reserve Account shall be used, except as otherwise provided in the Indenture, only for the purpose of making payments into the 2014 Interest Account and the 2014 Principal Account to pay the Debt Service Requirement on the 2014 Bonds, when due, without distinction as to 2014 Bonds and without privilege or priority of one 2014 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose, except as specified in this First Supplemental Indenture. Such 2014 Reserve Account shall consist only of cash and 2014 Investment Obligations.

Anything in the Indenture to the contrary notwithstanding, on each March 15 and September 15 (or, if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee is authorized and directed to recalculate the 2014 Reserve Account Requirement and to transfer any excess on deposit in the 2014 Reserve Account resulting from the Prepayment of 2014 into the 2014 Prepayment Subaccount of the 2014 Redemption Account to be applied to the extraordinary mandatory redemption of the 2014 Bonds. Notwithstanding the foregoing, prior to any transfers being made pursuant to this paragraph, transfers shall first be made to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District detailing the amount of such obligation to be deposited.

On the earliest date on which there is on deposit in the 2014 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding 2014 Bonds, together with accrued interest and redemption premium, if any, on such 2014 Bonds to the earliest date of redemption permitted therein and herein, then the Trustee shall transfer the amount on deposit in the 2014 Reserve Account into the 2014 Prepayment Subaccount in the 2014 Redemption Account to pay and redeem all of the Outstanding 2014 Bonds on the earliest date permitted for redemption therein and herein.

Application of 2014 Pledged Revenues and Investment Earnings

Pursuant to the Supplemental Indenture, the Trustee shall deposit into the 2014 Revenue Account any and all amounts required to be deposited therein by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The 2014 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

The District shall deposit 2014 Assessment Revenues with the Trustee immediately upon receipt together with a written accounting setting forth the amounts of such 2014 Assessment Revenues in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

- (i) 2014 Assessment Principal, which shall be deposited into the 2014 Principal Account;
- (ii) 2014 Prepayment Principal, which shall be deposited into the 2014 Prepayment Subaccount in the 2014 Redemption Account;

- (iii) 2014 Delinquent Assessment Principal, which shall first be applied to restore the amount of any withdrawal from the 2014 Reserve Account to pay the principal of 2014 Bonds, and, the balance, if any, shall be deposited into the 2014 Principal Account;
- (iv) Delinquent Assessment Interest, which shall first be applied to restore the amount of any withdrawal from the 2014 Reserve Account to pay the interest on 2014 Bonds and, the balance, if any, deposited into the 2014 Revenue Account; and
- (v) all other 2014 Assessment Revenues, which shall be deposited into the 2014 Revenue Account.

Moneys other than 2014 Assessment Revenues, shall, at the written direction of the District be deposited into the Optional Redemption Subaccount of the 2014 Redemption Account and used to pay the principal of and premium, if any, on 2014 Bonds called or to be called for redemption at the written direction of the District in accordance with the provisions for redemption of 2014 Bonds as set forth in the form of 2014 Bonds attached hereto.

On each March 15 and September 15 (or if such March 15 or September 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2014 Prepayment Subaccount of the 2014 Redemption Account and, if the balance therein is greater than zero, shall transfer from the 2014 Revenue Account for deposit into such 2014 Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of the corresponding 2014 Bonds on the next succeeding Interest Payment Date in the maximum aggregate principal amount for which moneys are then on deposit in the 2014 Prepayment Subaccount.

Subject to the following clause FIRST, on each May 1 (or if such May 1 is not a Business Day, on the Business Day preceding such May 1), the Trustee shall transfer from amounts on deposit in the 2014 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority:

FIRST, from the 2014 Revenue Account to the 2014 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all 2014 Bonds then Outstanding on such May 1 or the next successive November 1, less any amount transferred from the 2014 Capitalized Interest Account in accordance with Section 4.03(d) hereof and less any other amount already on deposit in the 2014 Interest Account not previously credited;

SECOND, beginning on May 1, 2016, and no later than the Business Day next preceding each May 1 thereafter while 2014 Bonds remain Outstanding, to the 2014 Principal Account, an amount equal to the principal amount of the 2014 Bonds subject to mandatory sinking fund redemption on such May 1 or maturing on such May 1, less any amount on deposit in the 2014 Principal Account not previously credited;

THIRD, to the 2014 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the 2014 Reserve Account Requirement with respect to the 2014 Bonds; and

FOURTH, the balance shall be retained in the 2014 Revenue Account.

It shall not, a fortiori, constitute an Event of Default hereunder if the full amount of the foregoing deposits are not made due to an insufficiency of funds therefor.

Within ten (10) Business Days after the last Interest Payment Date in each calendar year, the Trustee shall, at the written direction of the District, withdraw any moneys held for the credit of the 2014 Revenue Account as of November 2nd of such year which are not otherwise required to be deposited to other 2014 Pledged Funds and Accounts pursuant to this Section and deposit such moneys first to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District by such date detailing the amount of such obligation which shall be deposited, and thereafter to the District to be used to pay the operating

and administrative costs and expenses of the District; provided, however, that on the date of such proposed transfer the amount on deposit in the 2014 Reserve Account shall be equal to the 2014 Reserve Account Requirement and, provided further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the 2014 Bonds, including the payment of Trustee's fees and expenses then due.

Anything in the Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the 2014 Bonds shall be invested only in cash and 2014 Investment Obligations, and further, earnings on the 2014 Project Account and the subaccounts therein, the 2014 Interest Account, the 2014 Capitalized Interest Account and the 2014 Prepayment Subaccount shall be retained, as realized, in such Accounts or subaccounts and used for the purpose of such Account or subaccount and earnings of the 2014 Principal Account shall be transferred, as realized, to the 2014 Revenue Account. Earnings on investments in the Revenue Account shall be retained therein.

Earnings on investments in the 2014 Reserve Account shall be disposed of as follows:

- (i) if there was no deficiency (as defined in the Master Indenture) in the 2014 Reserve Account as of the most recent date on which amounts on deposit in the 2014 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the 2014 Reserve Account since such date which have created a deficiency, then earnings on the 2014 Reserve Account shall be deposited into the 2014 Capitalized Interest Account through November 1, 2015 and thereafter, to the 2014 Revenue Account; and
- (ii) if as of the last date on which amounts on deposit in the 2014 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 5.04(c) of the Master Indenture), or if after such date withdrawals have been made from the 2014 Reserve Account and have created such a deficiency, then earnings on investments in the 2014 Reserve Account shall be deposited into the 2014 Reserve Account until the amount on deposit therein is equal to the 2014 Reserve Account Requirement, and then earnings on the 2014 Reserve Account shall be deposited into the 2014 Capitalized Interest Account through [November 1, 2014] and thereafter, to the 2014 Revenue Account.

Notwithstanding the foregoing, prior to any transfers being made pursuant to this paragraph, transfers shall first be made to the credit of the 2014 Rebate Account in the amount, and to the extent necessary, so the amount on deposit therein equals the accrued rebate obligation under Section 148(f) of the Code, if the Trustee has received a certification from the District detailing the amount of such obligation to be deposited.

Prepayment of 2014 Assessments

Pursuant to Chapter 170, Florida Statutes, the owner of property subject to 2014 Assessments may pay the entire balance of the 2014 Assessments remaining due, without interest, within thirty (30) days after the 2014 Project has been completed and the Board of Supervisors has adopted a resolution accepting the 2014 Project as provided by Section 170.09, Florida Statutes. The Developer will covenant at the time of issuance of the 2014 Bonds not to prepay the 2014 Assessments under Section 170.09, Florida Statutes on the land owned by it in the Expansion Area. This covenant will be binding upon, and run with, the land in the Expansion Area, all of which is now owned by the Developer.

The respective proceedings relating to the levy of the 2014 Assessments will also provide that any owner of property subject to 2014 Assessments may pay the entire principal balance of 2014 Assessments associated with the 2014 Bonds remaining due, in part one time, and in whole at any time, if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding Interest Payment Date for the 2014 Bonds or, if prepaid during the forty-five (45) day period preceding such Interest Payment Date, on the second succeeding Interest Payment Date.

The 2014 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE 2014 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption" from prepayments of 2014 Assessments by property owners. The prepayment of 2014 Assessments does not entitle the owner of the property to a discount for early payment.

Adjustments to 2014 Assessments

Under applicable Florida law upon completion of the 2014 Project, the 2014 Assessments are to be credited, pro rata, with any excess of the original 2014 Assessments over the actual cost of the 2014 Project funded from proceeds of the 2014 Bonds. In making such credit, no credit shall be given for bond financing costs, funded reserves or bond discount.

Agreement for Assignment of Development Rights

Collateral Assignment and Assumption of Development and Contract Rights (the "Assignment Agreement"). The Assignment Agreement provides, among other things, that in the event the Developer defaults in the payment of 2014 Assessments levied on lands owned by the Developer, the District may exercise its remedial rights pursuant to applicable law to secure control and/or title to the lands owned by the Developer. Such exercise of remedial rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity to hold title to such lands, as designee of the District. Pursuant to the Assignment Agreement, the Developer unconditionally agrees to collaterally assign to the District all of its rights and contract rights relating to the Development (the "Development and Contract Rights"). Such Development and Contract Rights specifically exclude any such portion of the Development and Contract Rights which relate solely to any property which has been conveyed to a landowner resulting from the sale of land in the ordinary course of business, the County, the District, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the 2014 Project, if any.

Completion Agreement

In connection with the issuance of the 2014 Bonds, the District and the Developer will enter into an agreement (the "Completion Agreement") pursuant to which the Developer will agree to complete or cause to be completed or cause funds to be provided to the District to complete the portion of the 2014 Project not funded with proceeds of the 2014 Bonds and any other debt of the District are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True Up Agreement

In connection with the issuance of the 2014 Bonds, the District and Developer will enter into an agreement pursuant to which the Developer agrees to timely pay when requested by the District any amount of 2014 Assessments allocated to unplatted acres in excess of the allocation in place at the time of issuance of the 2014 Bonds, all as contemplated by the Assessment Proceedings.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

Tax Collection Procedures

The primary sources of payment for the 2014 Bonds are the 2014 Assessment Revenues derived by the District from the 2014 Assessments imposed on parcels within the boundaries of the District pursuant to the Assessment Proceedings. The determination, order, levy, and collection of 2014 Assessments must be done in compliance with procedural requirements and guidelines provided by State law. Failure by the District to comply with such requirements could result in delay in the collection of, or the complete inability to collect 2014 Assessments, during any year. Such delays in the collection of 2014 Assessments, or complete inability to collect 2014 Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of debt service requirements on the 2014 Bonds. To the extent that landowners fail to pay the 2014 Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the 2014 Bonds. The Act provides for various methods of collection of delinquent 2014 Assessments by reference to other provisions of the Florida Statutes. The information later herein under "Uniform Method Tax Collection Procedure" and "Foreclosure" sets forth a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes, but is qualified in its entirety by reference to such statutes. Pursuant to

the Indenture, the 2014 Assessments that are billed directly by the District become Delinquent Assessments when any installment of such 2014 Assessments is not paid within thirty (30) days of the date on which such installments are due and payable, and 2014 Assessments that are billed pursuant to the uniform method of levy and collection become Delinquent Assessments when such 2014 Assessments are deposited with the Trustee on or after May 1 in year in which such 2014 Assessment Principal has or would have become delinquent under State law applicable thereto.

Enforcement of the obligation to pay 2014 Assessments and the ability to foreclose the lien created by the failure to pay 2014 Assessments, or the ability of the Tax Collector to sell tax certificates and ultimately tax deeds, may not be readily available or may be limited as such enforcement is dependent upon judicial action which is often subject to discretion and delay.

Uniform Method Tax Collection Procedure

The Florida Statutes provide that, subject to certain conditions, special assessments may be collected by using the Uniform Method. Pursuant to the Supplemental Indenture, the District has, as provided in the Supplemental Indenture, covenanted to collect the 2014 Assessments levied on platted lots through the Uniform Method. Although the District currently intends to collect 2014 Assessments on unplatted lots directly, it may also elect to collect the 2014 Assessments levied on unplatted lots through the Uniform Method. The Uniform Method of collection is available only in the event the District enters into a Property Appraiser and Tax Collection Agreement with the Tax Collector and Property Appraiser providing for the 2014 Assessments to be collected in this manner. Under the Uniform Method for collecting non-ad valorem assessments, the Tax Collector will list on the assessment roll for each of the relevant tax years any 2014 Assessments, will include in the notice of proposed property taxes the dollar amount of such 2014 Assessments, and will include on the tax notice issued pursuant to Section 197.322. Florida Statutes, the dollar amount of such 2014 Assessments. Under the Uniform Method, the 2014 Assessments will be collected together with County and other taxes. The 2014 Assessments will appear on a single tax bill issued to each landowner subject to such. The statutes relating to enforcement of County taxes provide that County taxes become due and payable on November 1 of the year when assessed or as soon thereafter as the certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes (together with any assessments, including the 2014 Assessments, being collected by the Uniform Method) are to be billed, and landowners in the District are required, subject to the next succeeding paragraph, to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the 2014 Assessments. Upon any receipt of moneys by the Tax Collector from the 2014 Assessments, such moneys will be delivered to the District, which will remit such 2014 Assessments to the Trustee for deposit as provided in the Supplemental Indenture.

All city, county, school and special district ad valorem taxes, non-ad valorem special assessments and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, including the 2014 Assessments, that are collected by the Uniform Method are payable at one time. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full and such partial payment is not to be accepted and is to be returned to the taxpayer, provided, however that a taxpayer may contest a tax assessment under Section 194, Part II, Florida Statutes and other applicable law. Section 194.171(3), Florida Statutes provides that before an action contesting a tax assessment may be brought, a taxpayer must pay to the Tax Collector the amount of the tax the taxpayer admits in good faith to be owing. Such payment by the taxpayer and the taxpayer's timely filing of an action contesting the tax suspends all proceedings for the collection of such contested tax prior to the final disposition of the action. Accordingly, a landowner that contests the levy or the amount of a particular tax assessment, which may possibly include non-ad valorem special assessments such as the 2014 Assessments collected by the Uniform Method, under the aforedescribed circumstances may be permitted to pay only that amount that the landowner, in good faith, admits to be owing. In addition, Section 197.374, Florida Statutes provides that taxpayers appealing the assessed value or assigned classification of their property may make a partial payment of taxes before the delinquency date (typically April 1). See "BONDHOLDERS' RISKS—Item No. 9" for a discussion of the impact of such a contest on the District's ability to pay debt service on the 2014 Bonds.

Under the Uniform Method, if the 2014 Assessments are paid during November when due or at any time within thirty (30) days after the mailing of the original tax notice or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. March payments are without discount. Pursuant to Section 197.222, Florida Statutes, taxpayers may elect

to pay estimated taxes, which may include non-ad valorem special assessments such as the 2014 Assessments in quarterly installments with a variable discount equal to 6% on June 30 decreasing to 3% on December 31, with no discount on March 31. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment, and the Tax Collector is required to collect taxes prior to April 1 and after that date to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process.

Certain taxpayers that are entitled to claim homestead tax exemption under Section 196.031(1), Florida Statutes may defer payment of a portion of the taxes and non-ad valorem assessments and interest accumulated on a tax certificate, which may include non-ad valorem special assessments such as the 2014 Assessments. Deferred taxes and assessments bear interest at a variable rate not to exceed 7%. The amount that may be deferred varies based on whether the applicant is younger than age 65 or is 65 years old or older; provided that applicants with a household income for the previous calendar year of less than \$10,000 or applicants with less than the designated amount for the additional homestead exemption under Section 196.075, Florida Statutes that are 65 years old or older may defer taxes and assessments in their entirety.

Collection of Delinquent 2014 Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the 2014 Assessments due. In the event of a delinquency in the payment of taxes and assessments on real property, the landowner may, prior to the sale of tax certificates, pay delinquent taxes and assessments plus an interest charge of 18% per annum on the amount of delinquent taxes. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates on such property to the person who pays the delinquent taxes and assessments owing and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%). Generally, tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County (being the county in which the assessed lands are located). During the pendency of any litigation arising from the contest of a landowner's tax assessment collected through the Uniform Method, which may possibly include non-ad valorem special assessments such as the 2014 Assessments, it is possible that the tax collector will not sell tax certificates with respect to such property. See "BONDHOLDERS" RISKS—Item No. 9" for a discussion of the impact of such a contest on the District's ability to pay debt service on the 2014 Bonds. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest (currently 18%). The Tax Collector does not collect any money if tax certificates are issued to the County. The County may sell such certificates to the public at any time at the principal amount thereof plus interest at the rate of not more than 18% per annum and a fee. Proceeds from the sale of tax certificates are required to be used to pay taxes and assessments (including the 2014 Assessments), interest, costs and charges on the real property described in the certificate. The demand for such certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property subject to the 2014 Assessments may affect the demand for certificates and the successful collection of the 2014 Assessments, which are the primary source of payment of the 2014 Bonds.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part, by the person owning or claiming an interest in the underlying land, or a creditor thereof, at any time before a tax deed is issued or the property is placed on the list of lands available for sale, at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, charges and omitted taxes due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described in the preceding paragraph.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject

land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due. If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, redemption of other tax certificates on the land, and the amount paid by such holder in applying for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, and all other amounts paid by such person in applying for a tax deed, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholder and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the county may at any time within ninety (90) days from the date of offering for public sale, purchase the land without further notice or advertising for a statutorily prescribed opening bid. After ninety (90) days have passed, any person or governmental unit may purchase the land by paying the amount of the opening bid. Taxes accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date of offering for public sale, unsold lands escheat to the county in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the County commission.

Pursuant to the Supplemental Indenture, if any property shall be offered for sale for the nonpayment of any 2014 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the 2014 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the 2014 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2014 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the 2014 Bonds within six (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the 2014 Bonds Outstanding.

Foreclosure

With respect to unplatted lots (unless the District elects to collect the 2014 Assessments levied on unplatted lots through the Uniform Method) or, with respect to platted lots, if for any reason the District is unable, or elects not, to use the Uniform Method of collecting the 2014 Assessments, the District will, itself, directly collect the 2014 Assessments. Chapter 170.10, Florida Statutes provides that upon the failure of any property owner to pay all or any

part of the principal of a special assessment or the interest thereon, when due, the governing body of the District is authorized to commence legal proceedings for the enforcement of the payment thereof, including commencement of an action in chancery, commencement of a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or commencement of an action under Chapter 173, Florida Statutes, relating to foreclosure of municipal tax and special assessment liens. Any foreclosure proceedings to enforce payment of the 2014 Assessments may proceed under the provisions of Chapter 173, Florida Statutes, which provides that after the expiration of one year from the date any special assessment or installment thereof becomes due, the District may commence a foreclosure proceeding against the lands upon which the assessments are liens. Such a proceeding is in rem, meaning that it is brought against the land and not against the owner. Under certain circumstances, with respect to 2014 Assessments which the District has been collecting through the Uniform Method, the District may opt out of using the Uniform Method and utilize the foreclosure procedures described in this paragraph.

In general, after the District commences the suit, there is a period of notice to, and an opportunity for response by, affected persons. Ultimately a hearing will be held and, if the court decides in favor of the District, a judgment will be rendered in the amount of the Delinquent Assessments and costs of the proceeding. The judgment would also direct sale of the land subject to the Delinquent Assessments by public bid to the highest bidder, with proceeds of the sale being applied to payment of the Delinquent Assessments. If no bidder bids at least the amount of the Delinquent Assessments and applicable costs, the District may obtain title to the land. See"BONDHOLDERS' RISKS" #(5) below.

BONDHOLDERS' RISKS

Certain risks are inherent in an investment in obligations secured by assessments issued by a public authority or governmental body in the State. Certain of these risks are described in the preceding section entitled "ENFORCEMENT OF 2014 ASSESSMENT COLLECTIONS," however, certain additional risks are associated with the 2014 Bonds offered hereby. This section does not purport to summarize all risks that may be associated with purchasing or owning the 2014 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the 2014 Bonds.

Developer Currently Owns All of the Assessable Land in the Expansion Area; Remedies May Be Delayed, Not Readily Available or Limited. Until further development takes place on the benefited land within the Expansion Area, payment of the 2014 Assessments is dependent upon their timely payment by the Developer. At closing of the sale of the 2014 Bonds it is expected that the all of the land the Expansion Area burdened by the 2014 Assessments will continue to be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property within the Expansion Area, delays will most likely occur in the payment of debt service on the 2014 Bonds as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner within the Expansion Area being able to pay the 2014 Assessments; (ii) the District to foreclose the lien on the 2014 Assessments if tax certificates are not sold; and (iii) the County to sell tax certificates in relation to such property (in the case of (ii) and (iii) to the extent that any portion of the 2014 Assessments are being collected by the Uniform Method of Collection). In addition, the remedies available to the Beneficial Owners of the 2014 Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, during a bankruptcy of the Developer, the remedies specified by federal, state and local law and in the Indenture and the 2014 Bonds, including, without limitation, enforcement of the obligation to pay the 2014 Assessments may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2014 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available respecting the 2014 Bonds could have a material adverse impact on the interest of the Beneficial Owners thereof. The failure of a landowner the Expansion Area to pay the required 2014 Assessments on its property will not result in an increase in the amount of 2014 Assessments other landowners in the Expansion Area are or would be required to pay.

- Lands in the Expansion Area May Not Be Sufficiently Valuable; Lack of Market for Tax Certificates. The principal security for the payment of the principal of and interest on the 2014 Bonds is the timely collection of the 2014 Assessments. The 2014 Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured only by a lien on such land. The Developer expects to proceed in its normal course of business to develop lots and construct homes in the Expansion Area to sell to retail buyers to be served by the 2014 Project. There is no assurance that the subsequent owners of this land will be able to pay the 2014 Assessments or that they will pay such 2014 Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy, the ability of the County to sell tax certificates (to the extent that any portion of the 2014 Assessments are being collected by the Uniform Method of Collection) will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the land within the Expansion Area as a result of implementation and development of the 2014 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land in the Expansion Area could potentially be ultimately less than the debt secured by the 2014 Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the County to sell tax certificates relating to such land may be adversely affected (to the extent that any portion of the 2014 Assessments are being collected by the Uniform Method of Collection). Such adverse effect could render the District unable to collect Delinquent 2014 Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of the debt service on the 2014 Bonds, in respect of delinquent 2014 Assessments. The payment of the annual 2014 Assessments and the ability of the Tax Collector to sell tax certificates or the District to foreclose the lien of the unpaid taxes, including the 2014 Assessments, may be limited by bankruptcy, insolvency, or other laws generally affecting creditors' rights or by the laws of the State relating to foreclosure. Bankruptcy of a property owner will most likely also result in a delay by the Tax Collector or the District in prosecuting court foreclosure proceedings. Such delay with respect to the 2014 Assessments would increase the likelihood of a delay or default in payment of and interest on the 2014 Bonds.
- (3) <u>District Must Follow Statutory Procedures to Levy and Collect 2014 Assessments.</u> The District is required to comply with statutory procedures in levying the 2014 Assessments. Failure of the District to follow these procedures could result in the 2014 Assessments not being levied or potential future challenges to such levy. Counsel to the District will, however, render a legal opinion as to the levy process and the enforceability of the 2014 Assessments.
- (4) <u>2014 Assessments Are Non-Recourse</u>. The District has not granted, and may not grant under Florida law, a mortgage or security interest in the 2014 Project. Furthermore, the District has not pledged the revenues, if any, from the operation of the 2014 Project as security for, or a source of payment of, the 2014 Bonds. Neither has the District covenanted to establish rates, fees and charges for the 2014 Project at any specified levels. The 2014 Bonds are payable solely from, and secured principally by, the 2014 Assessments. The Developer's obligation to pay the 2014 Assessments is limited solely to the obligation of any other landowner in the Expansion Area to pay 2014 Assessments levied against its land. The Developer is not a guarantor of payment on any 2014 Assessments and the recourse for the Developer's and any other landowner's failure to pay the 2014 Assessments is limited to its ownership interest in the assessed land.
- Delays in Enforcement of Collection of Delinquent 2014 Assessments May Arise. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of delinquent 2014 Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the 2014 Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District should commence a foreclosure action against a landowner for nonpayment of 2014 Assessments, such landowner may raise affirmative defenses which could result in delays or other obstacles to completing the foreclosure action. It is also possible that the District will not have sufficient funds to pursue the foreclosure action and/or will be compelled to request Bondholders to allow funds on deposit under the Indenture to be used to pay the costs of the foreclosure action. The use of funds on deposit under the Indenture is subject to the limitations on the use of proceeds of the 2014 Bonds for such purpose imposed by the Code (as hereinafter defined). If the District has difficulty in collecting the 2014 Assessments or has insufficient funds to pursue a foreclosure action the 2014 Reserve Account could be rapidly depleted and the ability of the District to pay debt service on the 2014 Bonds could be materially adversely affected.

A recent Florida bankruptcy court decision held that the board of supervisors of a community development district, as a creditor, may vote to approve a reorganization plan submitted by the majority landowner in the district, as debtor, notwithstanding that a majority of the members of the board of supervisors were affiliated with, or employed by, the landowner. In that instance, the reorganization plan approved by the community development district resulted in a significant delay in payment of debt service on outstanding bonds of the district. Currently, a majority of the members of the Board of the District are employees of the Developer or its affiliates, although ultimately the qualified electors of the District will elect Supervisors, as more fully described under "THE DISTRICT—Board of Supervisors." No mechanism exists under the Act or the Indenture to permit Bondholders to replace Supervisors following an Event of Default under the Indenture. See also Item No. 4—"2014 Assessments Are Non-Recourse" above.

- (6) <u>Challenges to the Superiority of the Lien of the 2014 Assessments by Mortgage Lenders, if any, May Arise</u>. Owners should note that several mortgage lenders have, in the past, raised legal challenges to the primacy of the liens similar to those of the 2014 Assessments in relation to the liens of mortgages burdening the same real property.
- (7) Amounts on Deposit in the 2014 Reserve Account May Be Insufficient to Fund Deficiencies Caused By Delinquent 2014 Assessments. Some of the risk factors described herein, which, if materialized, would result in a delay in the collection of the 2014 Assessments, may not affect the timely payment of debt service on the 2014 Bonds because of the 2014 Reserve Account established by the District for the 2014 Bonds. The ability of the 2014 Reserve Account to fund deficiencies caused by Delinquent 2014 Assessments is dependent upon the amount, duration and frequency of such deficiencies. Moneys on deposit in the 2014 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the 2014 Reserve Account to make up deficiencies.
- (8) <u>District Will Likely Have Insufficient Funds to Replenish Draws on the 2014 Reserve Account.</u> Owners of the 2014 Bonds should note that although the Indenture contains a 2014 Reserve Account Requirement for the 2014 Bonds, and a corresponding obligation on the part of the District to replenish the 2014 Reserve Account to the 2014 Reserve Account Requirement, if in fact that account is accessed for any purpose, the District does not have a designated revenue source for replenishing that fund. Moreover, the District will not be permitted to reassess real property then burdened by the 2014 Assessments in order to provide for the replenishment of the 2014 Reserve Account.
- Other Entities Levy Taxes and Assessments on the Expansion Area; District May Levy Additional (9)Assessments. The willingness and/or ability of an owner of land within the Expansion Area of the District to pay the 2014 Assessments levied on its land could be affected by the existence of other taxes and assessments imposed upon the land by the District or by the County, or by other public entities, which may be affected by the value of the land subjected to such taxation and assessment. Public entities whose boundaries overlap those of the District, such as the County and County school district, could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. The District has no control over the amount of taxes or assessments levied by governmental entities other than the District. The lien of the 2014 Assessments is, however, of equal dignity with the liens for State and County and certain taxes upon land. As referenced herein, the District has imposed or may also impose additional assessments, including for its operation, maintenance and administrative expenses, which could encumber the property burdened by the 2014 Assessments. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the 2014 Assessments, collected pursuant to the Uniform Method are payable at one time. As referenced above, a taxpayer cannot designate specific line items on the tax bill as being paid in full, except pursuant to a contest in compliance with the procedures set forth in Section 194.171(3), Florida Statutes. Therefore, in the absence of such a contest, the failure to pay any one line item would cause the 2014 Assessments collected on such tax bill to not be collected. In the event of such a contest, a taxpayer may be permitted to pay only that amount of the contested tax assessment, which may possibly include non-ad valorem special assessments such as the 2014 Assessments, that the taxpayer, in good faith, admits to be owing or otherwise make a partial payment, all as more fully described under "ENFORCEMENT OF ASSESSMENT COLLECTIONS—Alternative Uniform Tax Collection Procedure" herein. In either case, there could be a delay in the collection of the 2014 Assessments collected pursuant to the applicable tax bill. The election by a significant number of landowners in the Expansion Area to make partial payment of the amounts collected on a tax bill, or to

contest the 2014 Assessments collected on the tax bill, could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the 2014 Bonds.

- (10) Economic Conditions May Adversely Impact Development of the Expansion Area. The Expansion Area may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. Although the Developer expects to sell homes in the Expansion Area to end users, there can be no assurance that such purchases will occur or be realized in the manner currently anticipated. In addition, the Expansion Area is subject to comprehensive federal, state, and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of required public improvements, both public and private, and construction of the 2014 Project in accordance with applicable zoning, land use and environmental regulations for the Expansion Area. Although no delays are anticipated, failure to obtain any such approvals in a timely manner could delay or adversely affect the Expansion Area, which may negatively impact the Developer's desire or ability to develop the Expansion Area as contemplated. See "APPENDIX A—Consulting Engineer's Report" for a discussion of permits and approvals.
- (11) No Assurance District Will Have Sufficient Funds to Complete 2014 Project; No Assurance Other Entities Will Have Sufficient Funds to Complete Infrastructure For the Expansion Area. If amounts available from proceeds of the 2014 Bonds are insufficient to permit the District to construct and/or acquire the 2014 Project, it is unlikely that the District would have other funds to complete such 2014 Project. However, it should be noted that the Developer will agree in an agreement with the District to complete or cause to be completed or cause funds to be provided to the District to complete the portion of the 2014 Project not otherwise completed. The Developer's obligations as aforesaid are unsecured.
- (12) <u>District May Have Incomplete Information Regarding the Expansion Area, the Development and the Developer.</u> The District may have incomplete information concerning the Expansion Area, the Development and the Developer. For example, the District has limited information concerning the condition of land in the Expansion Area, its suitability for future development and its value. Furthermore, except to the extent described in this Limited Offering Memorandum under the captions "THE DEVELOPMENT" and "THE DEVELOPER," the District has not been provided information regarding the Developer and has not undertaken to independently verify or confirm any such information.
- Land Development in the Expansion Area May Be Adversely Impacted. Undeveloped or partially developed land in the Expansion Area is inherently less valuable than developed land and provides less security to the Owners of the 2014 Bonds should it be necessary to institute proceedings due to the nonpayment of the 2014 Assessments. Failure to complete development or substantial delays in the completion of the development of the Expansion Area due to litigation or other causes may reduce the value of the land subject to the 2014 Assessments and increase the length of time during which 2014 Assessments will be payable with respect to undeveloped property and may affect the willingness and ability of the owners of such property to pay the 2014 Assessments when due. A slowdown of the process of development of the land within the Expansion Area could adversely impact land values. There can be no assurance that land development operations within the Expansion Area will not be adversely affected by competition, a deterioration of the real estate market and economic conditions or future local, state and federal governmental policies relating to real estate development, the income tax treatment of real property ownership or the national or global economies.
- Assessments. The interest Rates May Adversely Impact a Landowner's Ability or Willingness to Pay 2014 Assessments. The interest rate borne by the 2014 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the 2014 Bonds. These higher interest rates are intended to compensate investors in the 2014 Bonds for the risk inherent in a purchase of the 2014 Bonds. However, such higher interest rates, in and of themselves, increase the amount of 2014 Assessments that the District must levy in order to provide for payments of debt service on the 2014 Bonds, and, in turn, may increase the burden upon owners of lands within the Development, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such 2014 Assessments.
- (15) There is No Assurance of a Liquid Secondary Market for the 2014 Bonds. There is no assurance that a liquid secondary market exists or will develop for the 2014 Bonds in the event a Beneficial Owner thereof determines to solicit purchasers for the 2014 Bonds it owns. Even if a liquid secondary market exists or develops, as

with any marketable securities, there can be no assurance as to the price for which the 2014 Bonds may be sold. Such price may be lower than that paid by the current Beneficial Owner of the 2014 Bonds, depending on the progress of development of the Expansion Area, existing real estate and financial market conditions and other factors.

No Adjustment To Interest Rate In The Event Of A Change in the Tax-Exempt Status Of The 2014 Bonds. The Indenture does not provide for any adjustment to the interest rates borne by the 2014 Bonds or for a redemption of the 2014 Bonds in the event of a change in the tax-exempt status of the interest on the 2014 Bonds. Such a change could occur as a result of an adverse determination by the IRS or a court with respect to the tax-exempt status of interest on the 2014 Bonds, because of the District's failure to comply with tax covenants contained in the Indenture, or because of a change in the United States income tax laws. Prospective purchasers of the 2014 Bonds should evaluate whether they can own the 2014 Bonds in the event that the interest on the 2014 Bonds becomes taxable.

The IRS is examining certain bonds (the "Audited Bonds") issued by Village Center Community Development District ("Village Center"). The formal conclusion of the IRS with respect to the Audited Bonds was issued on May 30, 2014 and publicly released on June 4, 2014, in the form of a technical advice memorandum (TAM 201434038) ("TAM") addressed to Village Center in connection with the Audited Bonds. The TAM only addresses the specific facts related to the Village Center and the Audited Bonds. The TAM concludes that Village Center is not a political subdivision authorized to issue tax-exempt bonds since it is not a division of state or local government because

"...[Village Center] was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected State or local governmental body. That fact is not consistent with qualification as a political subdivision. We need not discuss any other requirements that a division of a State or local governmental unit might need to meet to qualify as an District of tax exempt bonds. [Village Center] is not a "state or political subdivision thereof for purposes of section 103(c)(1)."

Purchasers of the 2014 Bonds should read the TAM addressed to Village Center in its entirety. Village Center may contest the findings of the TAM administratively or ultimately in the courts or may seek to enter into a voluntary settlement arrangement with the IRS. It is not possible to predict when the IRS's examinations of the Audited Bonds will be concluded, the outcome of the examinations and the impact, if any, of such outcome on the District and/or the 2014 Bonds. See "TAX MATTERS" herein.

The TAM is a private, non-precedential ruling addressed to, and binding only on, the IRS and Village Center and only in connection with the Audited Bonds, but it does describe the current official position of the Office of Chief Counsel of the IRS with respect to a community development district organized and operated in the same manner and for the same purposes as Village Center. Moreover, the cited legal basis for the TAM is limited and, accordingly, the value of the TAM as guidance is also limited. As noted above, the TAM describes Village Center as an entity organized and operated in a manner that resulted in continued effective control of the election of its board of supervisors by a single entity and/or its affiliates rather than by qualified electors. Nevertheless, the position asserted by the IRS in the TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other Districts with landowner-controlled boards for examination or on the basis of "other requirements that a division of a State or local governmental unit might need to meet to qualify as an District of tax exempt bonds" and may conclude that other community development districts or special districts are not political subdivisions. The IRS has also established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. There is no assurance that an audit by the IRS of the 2014 Bonds will not be commenced for the foregoing or any other reasons. If the 2014 Bonds were audited, the IRS may determine that the District is not a political subdivision and that interest on the 2014 Bonds is not excludable from gross income for the reasons stated above or other reasons.

It should be noted that the Board of Supervisors of the District is currently elected by landowners in the District as the public infrastructure needed to support the planned residential development within the District is currently under construction. See "THE DISTRICT—Board of Supervisors" herein. In addition, the Act, which

contains the uniform statutory charter for all community development districts, including the District, grants to the District certain traditional sovereign powers.

Contemporaneously with the issuance of the 2014 Bonds, the District will deliver its written certification with respect to certain tax matters relating to the 2014 Bonds, which will include representations by the Developer relating to the expected timing of construction and sale of residential units and the expected date by which transition to a Board of Supervisors elected by qualified electors will begin. Accordingly, it does not appear from the facts and circumstances that the District was organized with the intent to indefinitely avoid, or in a manner which will result in indefinitely avoiding, the transition from the temporary election of the Board of Supervisors by landowners to the election of the Board of Supervisors by the qualified electors of the District as contemplated by the Act.

Owners of the 2014 Bonds are advised that, if the IRS does audit the 2014 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the 2014 Bonds may have limited rights to participate in such procedure. The District could settle an audit of the 2014 Bonds in which the IRS determined the interest on the 2014 Bonds was not excludable from gross income or the District could file an administrative appeal with the IRS; however, the District may not have available revenues to contest such determination or to enable it to enter into a financial settlement with the IRS. If the District were to lose such an appeal, the interest on the 2014 Bonds would be declared subject to inclusion in gross income of the holders thereof from the issue date of the 2014 Bonds (unless the District entered into a settlement with the IRS). In the event IRS determines in an audit that the interest on the 2014 Bonds is not excludable from gross income, unless an Owner of the 2014 Bonds refuses to pay tax on the interest it receives or pays such tax and sues the IRS for a refund, there is no procedural avenue to bring the IRS determination to a court for review and, consequently, the ability of an Owner of the 2014 Bonds to seek relief from a court is limited.

The commencement of an audit by the IRS could adversely affect the market value and liquidity of the 2014 Bonds until the audit is concluded, regardless of the ultimate outcome. An adverse determination by the IRS with respect to the tax-exempt status of interest on the 2014 Bonds may adversely impact any secondary market for the 2014 Bonds, and if a secondary market exists, will likely adversely impact the price for which the 2014 Bonds may be sold.

It should be noted that the 2014 Bonds prior to their issuance will have been validated by a final, non-appealable order of the Circuit Court of the State of Florida in and for Manatee County, Florida, in which it was determined, inter alia, that the District has the authority under Florida law to issue such 2014 Bonds, that the purpose for which such 2014 Bonds were issued is legal under Florida law, and that the proceedings for issuance of such 2014 Bonds complies with the requirements of applicable Florida law. See "VALIDATION."

Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the 2014 Bonds, by eliminating or changing the tax exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the 2014 Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the 2014 Bonds.

See "TAX MATTERS" herein.

- (17) <u>Consultants May Not Perform.</u> While the District has represented the Underwriter that it has selected its District Manager, District Counsel, Consulting Engineers, Trustee and other professionals with the appropriate due diligence and care, and while the foregoing parties have each represented in their respective areas as having the requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guaranty any portion of the performance of these parties.
- (18) <u>Environmental Matters May Adversely Impact Land the Expansion Area</u>. The value of the land within the Expansion Area, the success of the Development and the likelihood of timely payment of principal and interest on the 2014 Bonds could be affected by environmental factors with respect to the land in the District.

Should the land in the Expansion Area be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the Expansion Area, which could materially and adversely affect the success of the Development and the likelihood of timely payment of the 2014 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District.

Impact of Existing and Potential Future Property Tax Reform Legislation Cannot Be Predicted. On June 21, 2007, Florida Governor Charlie Crist signed into law property tax reform legislation enacted by the Florida Legislature which, among other matters, required counties, cities and special districts to roll back their millage rates. Additional property tax reform legislation was enacted by the Florida Legislature in a special session ended October 29, 2007 and a constitutional amendment was approved by Florida voters on January 29, 2008 which, among other matters, increased the homestead exemption for certain properties. An additional constitutional amendment relating to property tax reform was approved in November, 2010. In its 2011 regular session, the Florida Legislature enacted additional legislation impacting ad valorem taxation. Constitutional amendments implementing a portion of this legislation to grant additional homestead exemptions for certain homeowners was approved by the electors in the 2012 general election. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor. and, if adopted, the form thereof. See also the discussion of the Executive Order directing an examination of the role of special districts in Florida under "THE DISTRICT—Legal Powers and Authority." It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the 2014 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

THE DISTRICT

General

The District was established by Ordinance No. 06-71 of Manatee County (the "County") effective on November 13, 2006. Pursuant to County Ordinance No. 10-4, the District was granted the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for (1) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (2) security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by the Manatee County Sheriff's Department or other proper governmental agencies; except that the District may not exercise any police power, but may contract with appropriate local general-purpose government agencies for an increased level of such services within the District boundaries. The District is located within unincorporated Manatee County and the original boundaries of the District included approximately 891.90 acres of land. Pursuant to County Ordinance 13-34, the boundaries of the District were expanded to include an additional 174.68 acres, bringing the total acreage of the District to 1,066.58 acres.

The District is an independent unit of local government created by and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida.

The Act provides that community development districts have the power to issue general obligation, revenue and special assessment bonds in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power to levy and assess taxes on all taxable real and tangible personal property, and to levy special assessments on specially benefitted lands, within their boundaries to pay the principal of and interest on bonds issued and to provide for any sinking or other funds established in connection with any such bond issues.

Among other provisions, the Act gives the District's Board of Supervisors the right: (i) to hold, control, and acquire by donation, purchase, condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by the Act and to make

use of such easements, dedications, or reservations for any of the purposes authorized by the Act; (ii) to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for various basic infrastructures, including district roads equal to or exceeding the specifications of the county in which such district roads are located, facilities for indoor and outdoor recreational, cultural and educational uses (if such powers are specifically granted), and any other project within or without the boundaries of the district when a local government has issued a development order approving or expressly requiring the construction or funding of the project by the District, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located or pursuant to a development order condition which applies to a district project; (iii) to borrow money and issue bonds of the District; and (iv) to exercise all other powers necessary, convenient, incidental, or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce land use plans or zoning ordinances, and the Act does not empower the District to grant building permits; with respect to the Development, these functions are performed by Manatee County, Florida acting through its governing body and its departments of government.

The Act exempts all property of the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of bonds of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with such bonds, including the 2014 Bonds.

On January 11, 2012, the Governor of the State of Florida issued an Executive Order (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor (the "OPB") to examine the role of special districts in Florida, with a "special focus on increasing efficiency, fiscal accountability and transparency of operations to the public" and to submit reports to the Governor setting forth its findings and recommendations, including any recommendations for legislative action. The Executive Order states that the OPB's review is necessary to determine whether special districts are serving a legitimate public purpose, governed efficiently, levying taxes, fees and assessments appropriately, being held accountable to the public whose lives they directly impact, operating in a transparent manner and prudently spending taxpayers' dollars. It is not possible to determine at this time what recommendations, if any, the OPB will make pursuant to the Executive Order that will impact the District and whether the Florida Legislature will implement any recommendations of the OPB through legislation that will impact the District. See "Bondholder's Risks—Item No. 18," which also notes that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

Board of Supervisors

The Act provides for a five-member Board of Supervisors (the "Board") to serve as the governing body of the District. Members of the Board ("Supervisors") must be residents of the State of Florida and citizens of the United States. Initially, the Supervisors are elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors shall fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election of Supervisors, the two Supervisors with the highest number of votes are elected to serve four-year terms and the remaining three Supervisors serve for two-year terms. Elections of Supervisors occur in November every two years. Until the later of six years after formation of the District or the year that the District attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each to a four-year term. The other Supervisor will be elected by qualified electors to serve four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner. The current members of the Board and the term of each member are set forth below:

<u>Title</u>	<u>Term Expires</u>
Chairman	11/2016
Vice Chairman	11/2014
Assistant Secretary	11/2014
Assistant Secretary	11/2014
Assistant Secretary	11/2016
	Chairman Vice Chairman Assistant Secretary Assistant Secretary

^{*} The following members of the Board are currently employees of the Developer or its affiliates.

A majority of the Supervisors constitutes a quorum for the purposes of conducting the business of the District and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of the majority of the Supervisors present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's "sunshine" or open meetings law.

The District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for: (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provision of the Act; (ii) maintaining and operating the equipment owned by the District; and (iii) performing such other duties as may be prescribed by the Board. James P. Ward serves as the District Manager with responsibility for day-to-day operations of the District. Mr. Ward has substantial experience managing community development districts for Florida.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, Coleman, Yovanovich & Koester, P.A., Naples, Florida, is serving as Counsel to the District; Banks Engineering, Fort Myers, Florida is serving as District Engineer; Greenspoon Marder, P.A., Fort Lauderdale, Florida, is serving as Bond Counsel; and JPWard & Associates, LLC, Fort Lauderdale, Florida, is serving as Assessment Consultant to the District.

THE DEVELOPMENT

The following information appearing below under the caption "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer and has not been independently verified by the District, its Bond Counsel and its general counsel or the Underwriter and its counsel. The Developer's obligation to pay the 2014 Assessments is limited solely to the obligation of any landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developers' failure to pay is limited to its ownership interest in the land subject to the 2014 Assessments.

Overview

River Strand (the "Development") encompasses approximately 1,067 acres situated in the Heritage Harbour Development of Regional Impact (the "Heritage Harbour DRI"), an approved development of regional impact located at the northeast corner of the State Road 64 and Interstate 75 interchange in northeast Manatee County, Florida. The Heritage Harbour DRI has been under development by Lennar Homes, LLC (hereinafter defined as the "Developer") since 2000 and encompasses approximately 2,800 acres and is bound on the west by Interstate 75, on the south by State Road 64, on the north by the Manatee River and on the east by a middle school, elementary

school, residential development and undeveloped land. The Development is located approximately twenty (20) minutes northeast of downtown Sarasota, approximately fifteen (15) minutes east of downtown Bradenton and approximately twenty (20) minutes northeast of the Sarasota-Bradenton International Airport. In addition, St. Petersburg and Tampa are located approximately twenty-five (25) and forty-five (45) minutes from the Development, respectively. Grocery stores, shopping, medical facilities, educational institutions and a hospital are conveniently located within five (5) to ten (10) minutes in the neighboring Lakewood Ranch community situated south of State Road 64.

The District is the third of four (4) community development districts established within the Heritage Harbour DRI for the acquisition, construction and long-term maintenance of certain public infrastructure for the benefit of the lands therein. Below is a description of the three (3) community development districts that are being or were developed by the Developer. The fourth community development district is known as the Heritage Harbour East CDD of which the lands included therein are owned by a third party and are undeveloped at this time. A more detailed description of the District and the Development will follow.

Heritage Harbour South CDD

The Heritage Harbour South CDD, located north and east of the Heritage Harbour Marketplace CDD and south of the District, was established in 2001 and includes two (2) residential communities known as Stoneybrook and Lighthouse Cove. Development activities commenced in the fourth quarter of 2000 in Stoneybrook which includes 947 single-family attached and detached homes and the Stoneybrook golf club consisting of an 18-hole Arthur Hills-designed golf course, clubhouse with restaurant, pro-shop, aqua driving range and putting greens. In addition, Stoneybrook includes additional recreational amenities such as a clubhouse with fitness center, Jr. Olympic-size swimming pool and courts for volleyball, tennis and basketball. All of the homes in Stoneybrook have been sold at prices ranging from the low \$200,000s to more than \$750,000.

Also included in the Heritage Harbour South CDD is Lighthouse Cove, the second residential community undertaken by the Developer which includes 500 single-family attached and detached homes. All of the homes in Lighthouse Cove have been sold at prices ranging from the low \$200,000s to \$350,000. Adjacent to Lighthouse Cove is a 30-acre park known as Central Park that serves all of the residents in the Heritage Harbour DRI. Central Park includes fields for soccer, baseball and softball, picnic areas, gazebos and playgrounds and is also situated next to a 70-acre lake with surrounding trails for walking, biking, jogging or in-line skating.

Heritage Harbour Marketplace CDD

The Heritage Harbour Marketplace CDD (the "Marketplace CDD") was established in 2003 and encompasses approximately 258 acres of land situated along State Road 64 just west of and south of the Heritage Harbour South CDD. The Marketplace CDD is planned to include approximately 967,000 square feet of mixed-use space consisting of commercial, office and retail uses as well as 300 hotel rooms. Horizontal infrastructure is complete and to date a two-story medical office building has been constructed which includes Sarasota Memorial Urgent Care and medical offices. In addition, located outside of the Marketplace CDD but immediately to the north is the Yacht Club at Heritage Harbour, a resort-style apartment community.

The District

The District is situated north of both the Heritage Harbour South CDD and the Marketplace CDD. In addition, the District is bound on the east and west by existing residential developments known as Cypress Creek Estates and Waterlefe. Further, the District is bound on the north by the Manatee River. The District was established in November 2006 and that time included approximately 892 acres (the "Original Boundary Area"). In September 2014, the boundaries of the District were expanded to include an additional approximately 175 acres (the "Expansion Area").

The Development is situated in the District and is being marketed under the name "River Strand Golf and Country Club". The Original Boundary Area is planned to include 1,365 single-family attached homes, single-family detached homes and condominiums as well as country club-style amenities. Home sale activity in the Original Boundary Area commenced in mid-2006 and to date approximately 400 single-family homes and 450 condominiums have been sold. In addition, a significant amount of amenities have been completed including a 27-

hole Arthur Hills-designed golf course; 39,000 square foot Tuscan-themed clubhouse with golf pro shop and restaurant; 3,500 square foot health and fitness spa with resort-style pool; a tennis facility with eight (8) lighted Har-Tru clay courts and tennis pro-shop; and pool and cabana facilities throughout the community.

The Expansion Area is planned to include an additional 499 single-family attached and detached homes and twenty-six (26) condominiums for a total of 525 residential units. In addition, the Expansion Area is planned to include an amenity complex with an approximately 6,600 square foot clubhouse, approximately 2,400 square foot resort-style swimming pool and basketball half-court. Development activity in the Expansion Area commenced in May 2012 and home sale activity is underway, as more fully discussed herein.

Land Acquisition/Development Financing

The acreage constituting the Expansion Area was acquired in June 2000 together with the remaining acreage in the Heritage Harbour DRI with the exception of the acreage in the Heritage Harbour East CDD for a purchase price of \$25 million. There are no mortgages on the acreage in the Expansion Area.

The Developer anticipates utilizing proceeds of the 2014 Bonds, equity as well as proceeds from land sales to fund development expenditures. The Developer estimates it has expended approximately \$4.5 million in development-related expenditures to date in the Expansion Area.

Entitlements/Concurrency/Permits

As previously discussed, the Expansion Area is located within the Heritage Harbour DRI. The development order (the "DO") governing the DRI was initially approved in March 2000 and has been modified multiple times to accommodate, among other things, modifications to the development plan and timing of development. The DO was last modified in October 2011 providing for the extension of the (i) certificate level of service ("CLOS") to December 30, 2017; (ii) build-out date of the second and final phase of the DO to December 30, 2017; and (iii) DO expiration to December 30, 2109.

A modification to the zoning approval (the "Zoning Ordinance") was approved in conjunction with the modification to the DO. However, the Zoning Ordinance did not include an extension of the CLOS as provided for through legislative actions of the state of Florida. Accordingly, the current expiration date of the CLOS is December 30, 2014. Approval of the amendment discussed in the immediately following paragraph will provide corrective action and thereby the re-issuance of the CLOS with an expiration date of December 30, ______.

In October 2012, the Developer filed a request to amend the DO. Given the minor nature of the modifications, such request did not constitute a Notice of Proposed Change but rather a request to the County to amend the DO in accordance with its procedures. The amendment to the DO and corresponding Zoning Ordinance amendment are intended to accommodate, among other things, (i) removal of the marina and designate such parcel for residential use; and (ii) update the phasing and build-out dates to reflect previously authorized legislative extensions including a CLOS expiration date of December 30, ______, build-out date of the second and final phase of the DO to December 30, _____, and DO expiration date of December 30, _____. Approval of the amendments is expected by _____.

The DO sets forth certain conditions related to air quality/wind and water erosion; soils; storm water management and water quality; transportation (construction of improvements as well as monitoring/modeling); open space/wetlands/vegetation and wildlife; water conservation; energy conservation; historical or archeological resources; floodplains; recreation and open space; wastewater management; police and fire protection; voluntary workforce housing; solid/hazardous/medical waste; and schools.

The Developer has previously satisfied a number of construction, financial and land dedication conditions required by the DO and Zoning Ordinance. The last major remaining requirement of the DO relates to the construction of the extension of Port Harbour Parkway ("PHP"), an east-west two-lane road running through the DRI. The Developer, together with the landowner of the land situated in the Heritage Harbour East CDD (the "HHE Landowner"), has entered into a local development agreement ("LDA") with the County setting forth the Developer's obligations pertaining to the extension of PHP. The LDA required the Developer to post a letter of credit in the amount of \$2.3 million as a condition to Final Site Plan approval for any residential units in Phase II of

the DRI, more specifically those units included in the Expansion Area. The Developer has satisfied such requirement. Further, the LDA required the construction of the extension of PHP to be complete by March 2014. However, construction of the extension of PHP has not yet commenced resulting from ongoing negotiations between the Developer and the HHE Landowner regarding PHP's alignment based upon the HHE Landowner's desire to realign it through their project rather than to the north of it as currently designed. Regardless of the condition of the completion of PHP not being met, the County continues to grant approvals for the residential units in the Expansion Area in light of the financial guaranty provided by the Developer and the Developer expects the County to continue to do the same. Finally, construction of PHP or payment of the fair share payment established in the DO and LDA give rise to impact fee credits. To the extent the District finances the cost of any such improvements, the Developer will assign such impact fee credits to the District.

Other than as described in the immediately preceding paragraph regarding the completion of the construction of PHP, as of this time the Development meets all concurrency requirements for transportation, schools and utilities subject to satisfaction of the requirements and conditions set forth in the DO, LDA and Zoning Ordinance as and when required. Further, the County has represented that it currently has sufficient utility and school capacity to service the Development. However, if the conditions of the DO, LDA or Zoning Ordinance are not met or the County does not have sufficient capacity to service the Development, cessation and/or delay of development and homebuilding activities could occur. Further, if all phases of the Expansion Area have not received Final Site Plan approval from the County by the expiration date stipulated in the CLOS via completion of construction or bonding, it will be necessary to obtain an extension of the CLOS. The Developer expects to have received Final Site Plan approval by the corrected expiration date of the CLOS.

In addition to the approvals described above, various permits and approvals are required to complete construction of the 2014 Project as well as Developer funded improvements. The Engineer's Report attached hereto as APPENDIX A includes a list of those permits that have been obtained and those that will need to obtained to complete the construction of the infrastructure necessary to serve the Expansion Area. Upon issuance of the 2014 Bonds, the District Engineer will certify that all such permits and approvals not previously obtained are expected to be obtained in the ordinary course of business.

Infrastructure Plan

The 2014 Project is estimated at \$8.88 million and includes public roadways, water, waste water, storm water management, landscaping, wetland mitigation and associated permitting/consultant fees and contingency. Proceeds of the 2014 Bonds will be utilized to acquire completed portions of the 2014 Project in the approximate amount of \$5.7 million as and when completed. Work on the 2014 Project commenced in May 2012 and the Developer estimates it has expended \$4.5 million to date.

The remainder of the 2014 Project not acquired with proceeds of the 2014 Bonds has been, and will continue to be, funded with proceeds from the Developer as more fully described under the heading "THE DEVELOPMENT – Land Acquisition/Development Financing". At the time of issuance of the 2014 Bonds, the Developer and the District will enter into a Completion Agreement whereby the Developer will agree to complete, cause to be completed or cause funds to be provided to the District to complete those portions of the 2014 Project not funded with proceeds of the 2014 Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the 2014 Project.

Land Use/Phasing Plan

The Expansion Area includes three (3) areas referred to as Sub-Phase J, Marina Area and Condo Area. The information in the table below depicts the number of units by product type for the three (3) areas in the Expansion Area, which information is subject to change.

Dev. Area	Condos	<u>Villas</u>	<u>SF- 55'</u>	<u>SF - 65'</u>	<u>SF-75'</u>	<u>SF - 85'</u>	Total
Sub-Phase J	0	182	142	140	0	0	464
Marina Area	0	0	0	0	24	11	35
Condo Area	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
Total	26	182	142	140	24	11	525

The Marina Area and Condo Area are intended to be developed in a single phase while Sub-Phase J is intended to be developed in multiple phases as illustrated in the table below.

Product Type	<u>Villas</u>	<u>SF- 55'</u>	<u>SF - 65'</u>	<u>Total</u>
Phase 1	0	8	2	10
Phase 2A	0	85	19	104
Phase 2B	126	0	7	133
Phase 3	<u>0</u>	<u>49</u>	<u>42</u>	<u>91</u>
Phase 4	<u>56</u>	<u>0</u>	<u>70</u>	126
Total	182	142	140	464

Development Status

Sub-Phase J

The Developer has completed horizontal construction activities in Phase 1 which is a model home center consisting of ten (10) home sites. In addition, horizontal development activities in Phase 2A planned for 104 residential units are substantially complete and the Developer expects to receive a certificate of completion by the end of October 2014. Phase 2B planned for 133 residential units is also underway and the Developer expects to receive a certificate of completion prior to the end of December 2014. The receipt of the aforementioned certificates of completion will allow for homes closings to commence in November 2014 and January 2014 for Phase 2A and Phase 2B, respectively. Further, the Expansion Area amenity center site work is scheduled to commence in November 2014 and construction of the amenity center is scheduled to commence in January 2014. Finally, development of the home sites planned for Phase 3 and Phase 4 is planned to commence in January 2014 and January 2015, respectively, based upon current absorption projections.

Condo Area

The contract has been awarded for the infrastructure for the Condo Area. Construction is scheduled to commence in November 2014 with completion expected in the summer of 2014.

Marina Area

As previously discussed herein, the Developer has submitted an amendment to the DO and Zoning Ordinance seeking, among other things, removal of the marina and designating such parcel for residential use. The approval of these amendments will be required in order to develop the Marina Area as currently planned which calls for thirty-five (35) residential units. Approval of the amendments is expected in the next ninety (90) days. Site planning is underway and development activities are scheduled to commence in January 2015 and to be completed by ________.

Product Offerings/Pricing

It is currently the intent of the Developer to be the sole homebuilder in the Expansion Area. Similar to the product it is marketing in the Original Boundary Area, each of the Developer's product offerings will include various home designs, floor plans and elevations at varying price ranges. The information in the table below illustrates the estimated base pricing and square footage for the residential units in the Expansion Area, which information is subject to change.

Product Type	Square Footage	Base Pricing
Condos	1,318 – 1,354	\$168,990 - \$180,990
Villas	1,417 – 1,564	\$180,990 - \$190,990
SF – 55'	1,677 – 3,357	\$236,990 - \$371,990
SF – 65'	1,861 – 3,867	\$269,990 - \$409,990
SF – 75'	TBD	TBD
SF – 85'	TBD	TBD

Model Homes/Sales Activity

As discussed above, the Developer has completed horizontal development activities for a model home center located in Phase 1 of Sub-Phase J consisting on ten (10) home sites. The Developer has constructed two (2) model homes and is actively selling in Phase 2 of Sub-Phase J. To date, the Developer has written forty-seven (47) sales contracts and is scheduled to close approximately twenty (20) homes by December 31, 2014.

Recreational Amenities

As previously discussed herein, a substantial amount of recreational facilities have been constructed in the Original Boundary Area including a 27-hole Arthur Hills-designed golf course; 39,000 square foot Tuscan-themed clubhouse with golf pro shop and restaurant; 3,500 square foot health and fitness spa with resort-style pool; a tennis facility with eight (8) lighted Har-Tru clay courts and tennis pro-shop; and pool and cabana facilities throughout the community.

The Expansion Area is planned to include an amenity complex with an approximately 6,600 square foot clubhouse, approximately 2,400 square foot resort-style swimming pool and basketball half-court. Construction of the Expansion Area amenities is expected to commence in January 2014 and be completed in January 2015. The Developer has estimated the total cost of the Expansion Area amenities at \$1.5 million.

All landowners in the Expansion Area will receive a Social Membership with the purchase of their homes which entitles them to the use of all of the aforementioned facilities other than the golf course.

Projected Absorption

Home sales in the Expansion Area commenced in February 2014 and to date approximately forty-seven (47) home sale contracts have been written. The table below provides the Developer's current expectation regarding the rate of home sales in the Expansion Area which is subject to change.

<u>Year</u>	<u>2014</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	Total
Condos	0	0	26	0	0	0	26
Villas	5	26	31	40	40	40	182
SF – 55'	24	42	42	34	0	0	142
SF - 65'	18	28	28	36	30	0	140
SF – 75'	0	0	5	10	9	0	24
SF - 85'	<u>0</u>	<u>0</u>	<u>2</u>	<u>5</u>	<u>4</u>	<u>0</u>	<u>11</u>
Total	47	96	134	125	83	40	525

Although the projected absorption rates set forth above are based upon estimates and assumptions deemed reasonable by the Developer, such are inherently uncertain and subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer.

Marketing

To date, the Development has attracted a wide demographic of home purchasers which have primarily consisted of empty nesters. Based upon the Developer's experience marketing product in the Development and its extensive experience marketing similar communities in Florida, it has devised an extensive marketing and advertising campaign that includes the use of print ads, billboards, television and radio advertisements, direct mail, online ads and displays and realtor promotions. In addition, the Developer has established a website specifically for the Development which can be accessed at www.River Strand.com.

The Developer is conducting sales activities from model homes. To date, the Developer has constructed two (2) model homes in Sub-Phase J of the Expansion Area.

Annual Taxes, Assessments, and Fees

All landowners in the Expansion Area are subject to ad-valorem property taxes, homeowner's association fees and special assessments levied by the District for debt service as well as operation and maintenance as discussed in more detail below.

Property Taxes

The current millage rate for the area of the County where the District is located is 18.0338. Assuming an average home price in the Expansion Area of approximately \$350,000 with a \$50,000 homestead exemption (\$300,000 taxable value), the annual property tax would be approximately \$5,410.

Homeowner's Association Fees

All landowners in the Expansion Area are subject to (i) an annual fee payable quarterly to the River Strand Homeowner's Association (the "RSHOA") for common area maintenance and use of all amenities other than the golf course; (ii) an annual fee payable quarterly to the RSHOA, in the case of the single-family product, for yard and landscape maintenance; (iii) an annual fee payable quarterly to the Villa Association, in the case of the villa product, for yard and landscape maintenance, roof replacements and painting; (iv) an annual fee payable quarterly to the Condominium Association, in the case of the condominium product, for condominium operations, lawn care and irrigation inspection, building maintenance, external pest control and building alarms, sprinklers and insurance; (v) an annual fee payable quarterly to the Heritage Harbour Master Association (the "HHHOA") for common grounds maintenance, cable TV, irrigation, community parks, entry monuments, lighthouse and reserves; and (vi) an annual fee payable quarterly to the RSHOA for a restaurant minimum. The table below details the aforementioned annual fees for each respective product type.

	Est. Annual	Est. Annual	Est. Annual Villa-	Est. Annual Condo-	Est. Annual Restaurant Fees	
Product <u>Type</u>	RHSHOA Fees	HHHOA Fees	<u>Fees</u>	Fees	Restaurant Fees	Total
Condos	\$1,403	\$709	\$0	\$2,677	\$500	\$5,289
Villas	\$1,403	\$709	\$1,668	\$0	\$500	\$4,280
SF – 55'	\$2,543	\$709	\$0	\$0	\$500	\$3,752
SF – 65'	\$2,663	\$709	\$0	\$0	\$500	\$3,872
SF – 75'	TBD	TBD	\$0	\$0	\$500	TBD
SF – 85'	TBD	TBD	\$0	\$0	\$500	TBD

District Special Assessments

All landowners in the Expansion Area are subject to the 2014 Assessments levied in connection with the 2014 Bonds. In addition to the 2014 Assessments, all landowners in the District are subject to annual operation and maintenance assessments levied by the District which are derived from the District's annual budget and are subject

to change each year. The table below illustrates the estimated annual assessments levied by the District for each of the respective product type.

	Est. Annual Series	Est. Annual Operation and
Product <u>Type</u>	2014 Assessments	Maintenance <u>Assessments</u>
Condos	\$1,240	\$65
Villas	\$900	\$65
SF – 55'	\$1,100	\$65
SF – 65'	\$1,200	\$65
SF – 75'	\$2,000	\$65
SF – 85'	\$2,200	\$65

Educational Facilities

Based upon the current school board zoning, which is subject to change at the discretion of the school board, children residing in the Development attend Freedom Elementary School and Carlos Haile Middle School which are adjacent to the Development and Braden River High School which is approximately seven (7) miles from the Development. In addition, there are a number of daycare, pre-school, private schools, undergraduate and graduate school opportunities within close proximity to the Development in neighboring Lakewood Ranch.

Competition

The Development is in a predominantly residential portion of Manatee County that has a number of large built-out and active residential master-planned developments (as well as community development districts). Based upon the product types, price ranges and level of amenities planned to be offered in the Expansion Area, the Developer anticipates that its primary competition will come from the Esplanade and Country Club East communities in Lakewood Ranch and Greyhawk Landing which are described in more detail below.

Country Club East ("CCE") is located approximately ten (10) miles southeast of the Development and is being by Schroeder Manatee Ranch, Inc. the master developer of Lakewood Ranch. CCE is planned for 1,194 residential units including single-family residential home sites ranging in size from one-sixth to over one-half acre and the potential for low-rise condominiums. CCE includes a Rick Robbins designed eighteen hole golf course and a driving range and clubhouse with related amenities are planned. CCE's target customer is the affluent, upscale buyer and has been attracting professionals with families, move-up buyers and retirees. To date, approximately 600 home sites have been sold to builders and 450 homes have been sold to retail buyers at prices ranging from \$300.000's to over \$1 million.

Esplanade is located at the northeast corner of Rangeland Parkway and Pope Road approximately five (5) miles southeast of the Development and is being developed by Taylor Morrison Homes. Esplanade was initially planned as a 450-unit age targeted community that was subsequently expanded and is currently being marketed as 1,250-unit active lifestyle community. Current amenities include a clubhouse with fitness and aerobics center, grand ballroom, card and craft room, catering kitchen, billiard room and library. In addition, Esplanade includes a heated lagoon-style pool and spa, resistance pool, outdoor barbeque space, fire pit, tennis, pickle ball and bocce courts. Homes are currently being offered from 1,686 to over 3,000 square feet, with base prices ranging from \$234,900 to \$384,900. Approximately 270 home sites have been completed and approximately 150 homes have been sold to retail buyers. Both the homes and the amenities are designed to appeal to the senior, empty nester and seasonal resident. The entire community is planned to be maintenance free via the homeowner's association.

Greyhawk Landing West is located approximately two (2) miles east of the Development on State Road 64 and is planned to include approximately 492 homes. It is adjacent to and an expansion of the built-out 790-unit Greyhawk Landing community. Homes sales in Greyhawk Landing West commenced in the first quarter of 2014 and to date approximately thirty (30) homes have been sold. There are three builders active in Greyhawk Landing

West offering homes at prices ranging from \$250,000 to \$325,000 and in size from approximately 1,850 - 2,800 square feet.

In addition, Taylor Morrison is in the process of launching another Esplanade community planned for 800 residential units. However, such project is in north Manatee County and outside of the sub-market of the Development. Further, it is planned to have substantially less amenities and offer homes at lower price points than the Development.

This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather to provide a description of those that the Developer feels pose primary competition to the Development.

THE DEVELOPER

The landowner and developer of the lands within the Development and the Expansion Area is Lennar Homes, LLC, a Florida limited liability company. The membership interests of the Developer are owned 99% by Lennar Corporation ("Lennar") and 1% by U.S. Home Corporation, which is a wholly owned subsidiary of Lennar.

Lennar stock trades on the New York Stock Exchange under the symbol LEN. Lennar is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "SEC"). The file number for Lennar is No-1-11749. Such reports, proxy statements and other information can be inspected and copied at the Public Reference Section of the SEC, Room 1024, 450 Fifth Street NW, Judiciary Plaza, Washington, D.C. and at the SEC's regional offices in Chicago (Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois). Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. The most recent Annual Report on Form 10-K of Lennar on file with the SEC and any other documents and reports filed with the SEC by Lennar subsequent to the date of such Annual Report (including Form 10-Q) through and including the end of the "underwriting period" (as defined in SEC Rule 15c2-12) are hereby incorporated herein by reference.

All documents subsequently filed by Lennar pursuant to the requirements of the Securities Exchange Commission Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

OUTSTANDING INDEBTEDNESS

In October 2007, the District issued its \$24,000,000 original principal amount of Capital Improvement Revenue Bonds, Series 2007 (the "2007 Bonds") of which \$______ is currently outstanding. Proceeds of the 2007 Bonds were utilized to acquire and construct public infrastructure improvements for the benefit of the lands located in the original boundaries of the District which is planned to include 1,365 residential units (the "Original Boundary Area"). The 2007 Bonds are secured by special assessments levied on the residential units located in the Original Boundary Area of the District only. The 2014 Bonds are secured by the 2014 Assessments which are levied on an approximately 175 acre area of the District planned for approximately 525 residential units (the "Expansion Area"). The Expansion Area is adjacent to but a separate and distinct Expansion Area from the Original Boundary Area. Accordingly, the special assessments securing the 2007 Bonds and the 2014 Assessments do not overlap nor are on parity with one another.

THE 2014 PROJECT

Reference is made to "APPENDIX A – Consulting Engineer's Report" for a detailed description of the 2014 Project which is estimated to cost approximately \$8.88 million. The 2014 Project includes public roadways, water, waste water, storm water management, landscaping, wetland mitigation and associated permitting/consultant fees and contingency. Proceeds of the 2014 Bonds will be utilized to acquire completed portions of the 2014 Project in the approximate amount of \$5.7 million as and when completed. Work on the 2014 Project commenced in May, 2012 and the Developer estimates it has expended \$4.5 million to date.

The remainder of the 2014 Project not acquired with proceeds of the 2014 Bonds has been, and will continue to be, funded with proceeds from the Developer as more fully described under the heading "THE DEVELOPMENT – Land Acquisition/Development Financing". At the time of issuance of the 2014 Bonds, the Developer and the District will enter into an agreement (the "Completion Agreement") whereby the Developer will agree to complete, cause to be completed or cause funds to be provided to the District to complete those portions of the 2014 Project not funded with proceeds of the 2014 Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the 2014 Project.

ASSESSMENT METHODOLOGY

The District's Assessment Consultant has developed a Special Assessment Methodology Report attached hereto as APPENDIX E that allocates the total benefit derived from the 2014 Project to the benefitted lands in the Expansion Area. In addition, the Assessment Consultant has developed a Supplemental Special Assessment Methodology Report that allocates the 2014 Assessments for that portion of the 2014 Project funded with proceeds of the 2014 Bonds.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met on a continuing basis subsequent to the issuance of the 2014 Bonds in order to assure that interest on the 2014 Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code. The District's failure to comply with these requirements may cause interest on the 2014 Bonds to be included in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted in the Indenture to take all actions required by the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2014 Bonds. The opinion of Bond Counsel, the form of which is attached hereto as APPENDIX C, will be based upon and assume the accuracy of certain representations and certifications and is conditioned on compliance by the District with such requirements, and Bond Counsel has not been retained to monitor compliance with requirements such as described above subsequent to the issuance of the 2014 Bonds. The Indenture does not require the District to redeem the 2014 Bonds or to pay any additional interest or penalty in the event the interest on the 2014 Bonds becomes taxable.

In the opinion of Bond Counsel, assuming continuing compliance by the District with the tax covenants referred to above, under existing law, interest on the 2014 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations under the Code. Bond Counsel is further of the opinion that the 2014 Bonds and the interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income and profits on debt obligations owned by corporations as defined therein.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the 2014 Bonds.

Bond Counsel will render their opinions as of the issue date, and will assume no obligation to update the opinions after the issue date to reflect any future facts or circumstances, or any future changes in law or interpretation, or otherwise. The opinions of Bond Counsel are based on existing law, which is subject to change. As to questions of fact material to such opinions, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and others (including certifications as to the use of proceeds of the 2014 Bonds and of the property financed and refinanced thereby), without undertaking to verify the same by independent investigation. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in law that may thereafter occur or become effective. Moreover, the opinions of Bond Counsel are only opinions and not a warranty or guaranty of the matters discussed or of a particular result, and are not binding on the Internal Revenue Service or the courts; rather such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinions.

Additional Federal Income Tax Consequences

Prospective purchasers of the 2014 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax exempt obligations, such as the 2014 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, taxpayers eligible for the earned income credit, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, financial institutions, property and casualty companies, foreign corporations and certain S corporations. Prospective purchasers of the 2014 Bonds should also consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE 2014 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Purchasers of the 2014 Bonds at other than their original issuance at the respective prices indicated on the cover of this Limited Offering Memorandum should consult their own tax advisors regarding other tax considerations such as the consequences of market discount.

Changes in Federal Tax Law

Federal, state or local legislation, administrative pronouncements or court decisions may affect the tax-exempt status of interest on the 2014 Bonds, gain from the sale or other disposition of the 2014 Bonds, the market value of the 2014 Bonds, or the marketability of the 2014 Bonds. For example, the President of the United States has submitted proposals to Congress for legislation that would, among other things, limit the value of tax-exempt interest for higher-income taxpayers. No prediction can be made as to the ultimate outcome of these legislative proposals. If enacted into law, such proposals (or any other proposal involving a piecemeal or comprehensive review of the provisions of the Code, including provisions affecting the federal tax treatment of interest on tax-exempt bonds, that Congress might consider) could affect the tax exemption of interest, market price or marketability of tax-exempt bonds (including the 2014 Bonds). Prospective purchasers of the 2014 Bonds should consult their own tax and financial advisers regarding such matters.

State Taxation

In the opinion of Bond Counsel, pursuant to the Act, the 2014 Bonds and the interest thereon are exempt from taxation under the laws of the State of Florida, except estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Additional Matters Relating to On-going IRS Audit Program and Special Districts

The Internal Revenue Service (the "IRS") has established an on-going program to audit tax-exempt obligations to determine whether interest on such obligations is includible in gross income for federal income tax purposes. In addition, reference is made to "BONDHOLDERS' RISKS—Item No. 16" herein regarding recent developments with respect to certain special district financings. The release of the Villages TAM referenced in "BONDHOLDERS' RISKS—Item No. 16" may result in an increased risk of examination of the 2014 Bonds.

Bond Counsel cannot predict whether the IRS will commence an audit of the 2014 Bonds. Owners of the 2014 Bonds are advised that, if the IRS does audit the 2014 Bonds, under current IRS procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the 2014 Bonds may have limited rights to participate in such procedure. The commencement of audit could adversely affect the market value and liquidity of the 2014 Bonds until the audit is concluded, regardless of the ultimate outcome. As noted above, the Indenture does not require the District to redeem the 2014 Bonds or to pay any additional interest or penalty in the event the interest on the 2014 Bonds becomes taxable.

Tax Treatment of Original Issue Discount

The 2014 Bonds maturing on May 1, _____, were sold at prices less than the stated principal amounts thereof (the "Discount Bonds"). The difference between the principal amount of the Discount Bonds and the initial offering price to the public, excluding bond houses and brokers, at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent and subject to the same considerations discussed above as to stated interest on the 2014 Bonds. Such interest is taken into account for purposes of determining the alternative minimum tax liability, and other collateral tax consequences, although the owner of such Discount Bonds may not have received cash in such year. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded on interest payment dates. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Discount Bonds which are not purchased in the initial offering may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or the disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

Tax Treatment of Original Issue Premium

The 2014 Bonds maturing on May 1, ____ (the "Premium Bonds") were offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity. That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the inside cover of this Official Statement who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond. Purchasers of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to the state and local consequences of owning and disposing of Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the 2014 Bonds, that it will not limit or alter the rights of the District of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that bonds issued by community development districts are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of

the State of Florida, and constitute securities that may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served on as a conduit District such as industrial development or private activity bonds issued on behalf of private businesses). The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2014 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2014 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2014 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery.

SUITABILITY FOR INVESTMENT

While the 2014 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter will, as required by Chapter 189, Florida Statutes, offer the 2014 Bonds only to "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder. However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the 2014 Bonds. Prospective investors in the 2014 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the 2014 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the 2014 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the 2014 Bonds. Prospective investors are encouraged to request such additional information, visit the District and ask such questions. Such requests should be directed to:

Brett Sealy
MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Ph: (407) 622-0130 ext. 303 (office)

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC Rule"), the District, the Developer and [Prager & Co., LLC], as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX D. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide to the Dissemination Agent certain financial information and operating data relating to the District and the 2014 Bonds in each year (the "District Annual").

Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the 2014 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of Bondholders to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Developement (the "Developer Report"). Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the 2014 Bonds, or (y) the date on which the Developer owns less than twenty (20) percent of the real property encumbered by the 2014 Assessments that secure the 2014 Bonds; provided, however, that the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (together, the "Reports") will each be filed by the Dissemination Agent with the Municipal Security Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX D. The notices of material events will also be filed by the District with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX D. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the 2014 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the 2014 Bonds, no parties other than the District and the Developer are obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the SEC Rule.

The District and Developer have previously entered into continuing disclosure undertakings with respect to other bond issuances. [Over the past five years, the District and the Developer have filed all required reports with recognized repositories as required by Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "Rule") but such reports have not always been filed timely. The District and the Developer believe that procedures are now in place to ensure that all future filings will be filed in a timely manner.]

FINANCIAL STATEMENTS

The audited financial statements of the District for the fiscal year ended September 30, 2013 are included as APPENDIX F hereto. Such audited financial statements, including the auditor's report thereon, have been included as APPENDIX F hereto as public documents and the consent of the auditors to include such document was not requested.

LITIGATION

The District. There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the 2014 Bonds, or in any way contesting or affecting the validity of the 2014 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the 2014 Bonds, or the existence or powers of the District.

[*The Developer*. There is no litigation pending, or to the knowledge of the Developer, threatened against the Developer that could in any way affect the performance of the Development.]

NO RATING OR CREDIT ENHANCED

The 2014 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the 2014 Bonds was made.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the 2014 Bonds from the District at an aggregate purchase price of \$_____

The Underwriter intends to offer the 2014 Bonds at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the 2014 Bonds to certain dealers (including dealers depositing the 2014 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

DISCLOSURE OF MULTIPLE ROLES

Bondholders should note that (a) JPWard & Associates, LLC is acting in dual capacities as both District Manager responsible for the administrative operations of the District and Financial Advisor responsible for the Special Assessment Methodology attached hereto as "APPENDIX E – SPECIAL ASSESSMENT METHODOLOGY" and (b) Banks Engineering, is acting in dual capacities as both as District Engineer responsible for, among other things, the preparation of the Engineer's Report attached hereto as "APPENDIX A – CONSULTING ENGINEER'S REPORT" and as Developer's engineer in connection with the Development.

EXPERTS

The references herein to Banks Engineering, as the District Engineer and the inclusion of "APPENDIX A – CONSULTING ENGINEER'S REPORT" attached hereto, have been approved by said firm. The Consulting Engineer's Report should be read in its entirety for complete information with respect to the subjects discussed therein. JPWard & Associates, LLC has prepared the Special Assessment Methodology set forth in APPENDIX E hereto and such appendix should be read in its entirety for complete information with respect to the subjects discussed therein.

CONTINGENT FEES

Bond Counsel, the Underwriter and Counsel to the Underwriter will receive fees for services rendered in connection with the issuance of the Bonds, which fees are contingent upon such issuance.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Bonds are subject to the approval of Greenspoon, Marder, P.A., Fort Lauderdale, Florida, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel Akerman LLP, Orlando, Florida. Certain legal matters will be passed upon for the District by its counsel, Coleman, Yovanovich & Koester, P.A., Naples, Florida. Certain legal matters will be passed upon for the Trustee by Holland & Knight, LLP, Miami, Florida. Certain legal matters will be passed upon for the Developer by Pavese Law Firm, Fort Myers, Florida and Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L., Bradenton, Florida.

VALIDATION

On November 5, 2014, the Circuit Court in and for Manatee County, Florida validated the issuance by the District of not exceeding \$12.2 million in principal amount of its special assessment bonds. The appeal period from such final judgment will expire with no appeal having been filed prior to the issuance of the 2014 Bonds. The 2014 Bonds are included within the validated amount.

FORWARD-LOOKING STATEMENTS

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to

update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions` related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2014 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum has been prepared in connection with the sale of the 2014 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contact with the purchaser or the Owner or Beneficial Owners of any of the 2014 Bonds.

This Limited Offering Memorandum has been duly authorized, executed and delivered by the District.

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

By:			
•	Chairman	Roard of Supervisors	



APPENDIX A CONSULTING ENGINEER'S REPORT



APPENDIX B

FORM OF INDENTURE



APPENDIX C FORM OF OPINION OF BOND COUNSEL



APPENDIX D FORM OF CONTINUING DISCLOSURE AGREEMENT



CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement") dated November __, 2014 is executed and delivered by the HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (the "District" or the "Issuer"), LENNAR HOMES, LLC a Florida limited liability company (the "Developer") and joined in by the Disclosure Representative and the Trustee (as such terms are herein defined), in connection with the issuance of \$______ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2014, as supplemented by a First Supplemental Trust Indenture dated as of November 1, 2014 (collectively, the "Indenture"), each between the District and U.S. Bank National Association, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other considerations contained herein, the District and the Developer covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Developer for the benefit of the Owners of the Bonds and to assist the Participating Underwriter of the Bonds in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule"). The District and the Developer understand and acknowledge that the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District or the Developer to provide additional information, the District and the Developer, as applicable, agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **<u>Definitions</u>**. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Beneficial Owners" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business and (b) a day on which the New York Stock Exchange is closed.

"Development" shall have meaning ascribed thereto in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (i) as to the District, the District Manager or its designee, or such other person as the District shall appoint from time to time, with notice to the Dissemination Agent, as the person responsible for providing information to the Dissemination Agent; and (ii) as to the Developer while it is an Obligated Person, the individual executing this Disclosure Agreement on behalf of the Developer or such person(s) as the Developer shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent

"Dissemination Agent' shall mean Prager & Co., LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent appointed by the District.

"District Manager" shall mean the person or entity serving as District Manager from time to time.

"EMMA" means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated ______, 2014 prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds, which person(s) shall include the District and the Developer or other landowner in the District, while the Developer or such landowner is the owner of at least twenty percent (20%) of the District Lands which have been determined by the District to be lands benefited by the 2014 Project or is responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include beneficial owners of the Bonds, including those that have the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or are treated as the owner of any Bonds for federal income tax purposes.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer, its successors or assigns pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"State" shall mean the State of Florida.

3. <u>Content of Annual Reports.</u>

- (a) The District's Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:
 - (i) The amount of Assessments levied for the most recent Fiscal Year.
 - (ii) The amount of Assessments collected from property owners during the most recent Fiscal Year.

- (iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners.
- (iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.
- (v) The balances in all Funds and Accounts for the Bonds. The District shall provide any Owners and the Dissemination Agent with this information more frequently than annually within thirty (30) days of the written request of the Owners.
 - (vi) The total amount of Bonds Outstanding.
- (vii) The amount of principal and interest due on the Bonds in the current Fiscal Year.
 - (viii) The most recent Audited Financial Statements of the District.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by reference from other documents, including offering documents of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final offering document, it must be available from the MSRB or EMMA. The District shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2014 in an electronic format as prescribed by a Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) of this Disclosure Agreement; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report, and may be submitted no later than the date such Audited Financial Statements are required to be filed in accordance with applicable Florida law after the close of the District's Fiscal Year. Provided that if the audited financial statements are not available at the time of the filing of the Annual Report unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under the Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Notice Event as described in Section 7(a)(xvi) has occurred and to immediately send a notice to any Repository in electronic format as required by such repository in substantially the for form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

- (i) determine each year prior to the date for providing the Annual Report the name and address of any Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (b) above, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, state the date(s) it was provided and listing any Repository to which it was provided.

5. <u>Content of Quarterly Reports.</u>

- (a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Quarterly Report no later than thirty (30) days after the end of each calendar quarter commencing, March 31, 2015; provided, however, that so long as any Developer is a reporting company, such thirty (30) days shall be extended to the date of filing of its respective 10K or 10Q if later, as the case may be (each, a "Quarterly Receipt Date"). At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement.
- (b) The Quarterly Report shall contain an update of the financial and operating data for the Developer to the extent presented in the Limited Offering Memorandum under the caption "THE DEVELOPMENT," including an update of all tables presented therein.
- (c) Each Quarterly Report shall also address the following information if such information is not otherwise provided pursuant to subsection (b) or (d) of this Section 6:
 - (i) A description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Bonds.
 - (ii) The percentage of the infrastructure financed by the Bonds that has been completed.

- (iii) The number of single-family homes planned on property subject to the Assessments.
- (iv) The number of single-family homes closed with retail end users.
- (v) The number of single-family homes under contract with retail end users.
- (vi) The number of single-family lots under contract with builders, together with the name of each builder.
- (vii) The number of single-family lots closed with builders, together with name of each builder.
- (viii) The estimated date of complete build-out of residential units.
- (ix) Whether the Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum.
- (x) The status of development approvals for the Development.
- (xi) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's landuse or other plans for the Development.
- (xii) Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.).
- (xiii) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.
- (d) Any of the items listed in subsections (b) and (c) above may be incorporated by reference from other documents which have been submitted to each of the Repositories or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.
- (e) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of the Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Section 5 and 6 hereof, the term "Developer" shall be deemed to

include any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from their obligations hereunder.

6. **Provision of Quarterly Reports**.

- (a) The Developer shall provide a Quarterly Report which contains the information in Sections 5(b) and (c) of this Disclosure Agreement to the Dissemination Agent no later than the Quarterly Receipt Date for such Quarterly Report. Within thirty (30) days of the Quarterly Receipt Date, the Dissemination Agent shall file the Quarterly Report provided to it by the Developer with each Repository (the "Quarterly Filing Date").
- (b) Notwithstanding anything to the contrary herein, the failure of the Developer to provide Quarterly Report which includes the information set forth in Section 5(c) of this Disclosure Agreement shall not constitute a Listed Event if such Quarterly Report includes the information set forth in Section 5(b) of this Disclosure Agreement.
- (c) If on the seventh (7th) day prior to each Quarterly Receipt Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Receipt Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Quarterly Report pursuant to Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.
- (d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first business day following each Quarterly Receipt Date, a Listed Event described in Section 7(a)(xvi) shall have occurred and the District and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30 days following the applicable Quarterly Receipt Date.

(e) The Dissemination Agent shall:

- (i) determine prior to each Quarterly Filing Date the name and address of each Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the District stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

7. **Reporting of Significant Events.**

- (a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number (xvi) below, which notice shall be given in a timely manner:
- (i) Delinquency in payment when due of any principal or interest on the Bonds.
- (ii) Amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds, if material.
- (iii) Giving a notice of optional or unscheduled redemption of any Bonds.
 - (iv) Defeasance of the Bonds or any portion thereof.
 - (v) Any change in any rating of the Bonds.*
- (vi) Adverse tax opinions or other material events affecting the taxexempt status of the Bonds, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS From 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds.
- (vii) Any unscheduled draw on the 2014 Reserve Account reflecting financial difficulties.
- (viii) Any unscheduled draw on credit enhancements reflecting financial difficulties.**
- (ix) The release, substitution or sale of property securing repayment of the Bonds (including property leased, mortgaged or pledged as such security). The sale of any real property owned by a Landowner within the District in the ordinary course of the Landowner's respective business shall not be a Listed Event for purposes of the foregoing.
- (x) The substitution of credit or liquidity providers or their failure to perform.**
- (xi) Bankruptcy, insolvency, receivership or similar event of the District or any Obligated Person (which is considered to occur when any of the following

Note: The Bonds are not rated.

^{**} Note: There are currently no credit or liquidity providers for the Bonds.

occur: the appointment of a receiver, fiscal agent or similar officer for the District or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or any Obligated Person).

- (xii) Consummation of a merger, consolidation, or acquisition involving the District or any Obligated Person or the sale of all or substantially all of the assets of the District or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (xiii) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material.
- (xiv) Occurrence of any Event of Default under the Indenture (other than as described in clause (i) above).
 - (xv) tender offers.
- (xvi) Failure to provide any Annual Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 3(a) of this Disclosure Agreement, respectively.
- 8. <u>Identifying Information</u>. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:
 - (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
 - (d) the name of any Obligated Person other than the Issuer;
 - (e) the name and date of the document being submitted; and

- (f) contact information for the submitter.
- 9. <u>Termination of Disclosure Agreement</u>. The Issuer's and the Developer's obligation under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer and/or the Developer, or if the Rule is repealed or no longer in effect and the Developer's obligations hereunder shall terminate at such time as it is no longer an Obligated Person. If such termination occurs prior to the final maturity of the Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.
- 10. <u>Dissemination Agent.</u> The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Prager & Co., LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.
- 11. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent may amend this Disclosure Agreement, any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:
- (a) If the amendment or waiver relates to the provisions of Section 3(a), 4, 5, 6 or 7(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would in the opinion of counsel to the District expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interest of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer, or the Developer shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer, as applicable, shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 11, the District may amend this Disclosure Agreement in accordance with this Section 11 without the consent of the Developer, provided that no amendment to the provisions of Sections 5 and 6 hereof may be made without the consent of the Developer as long as the Developer is an Obligated Person.

- Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a potential material event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the Issuer or the Developer shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.
- 13. Default. In the event of a failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of more than 50% aggregate principal amount of outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Disclosure Representative, of the District, the Disclosure Representative of the Developer or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent, to comply with the Disclosure Agreement shall be an action to compel performance.

- 14. **Duties of Issuer, Developer and Dissemination Agent.** The District and the Developer each represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District and the Developer each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Developer, and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Developer, or others as thereafter disseminated by the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. Notwithstanding anything to the contrary herein, the District shall have no responsibility for any information provided by the Developer or others in connection with the Quarterly Reports or to cause the Quarterly Reports to be provided by the Developer.
- 15. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Participating Underwriter and Beneficial Owners, of the Bonds, and shall create no rights in any other person or entity.
- 16. <u>Counterparts.</u> This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 17. <u>Governing Law.</u> This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law.
- 18. <u>Dissemination Agent Right to Information</u>. The Issuer and the Developer, respectively agree that the Dissemination Agent is a bona fide agent of the Issuer and the Developer and may receive, on a timely basis, any information or reports it requests that the Issuer and the Developer are required to provide hereunder.

SIGNATURE PAGE FOR CONTINUING DISCLOSURE AGREEMENT

(Heritage Harbour North Community Development District)

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

	HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
Secretary	By: Chairman, Board of Supervisors
CONSENTED TO AND AGREED TO BY: JAMES P. WARD., as Disclosure Representative	LENNAR HOMES, LLC a Florida limited liability company
By:	By:
Title:	Acknowledged and agreed to for purposes of Section 113 only:
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:Title:
	PRAGER & CO., LLC, as Dissemination Agent
	By:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Heritage Harbour North Community Development District		
Obligated Person(s):	Heritage Harbour North Community Development District Lennar Homes, LLC		
Name of Bond Issue:	\$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014		
Date of Issuance:	, 2014		
respect to the above-n Agreement dated Agent and the Trustee n	REBY GIVEN that the District has not provided an Annual Report with amed Bonds as required by Section 3 of the Continuing Disclosure, 2014, among the District, the Developer, the Dissemination amed therein. The District has advised the undersigned that it anticipates will be filed by, 20		
	behalf of the Issuer, as Dissemination Agent, or		
cc: Issuer Obligated Person	n(s)		

APPENDIX E SPECIAL ASSESSMENT METHODOLOGY



APPENDIX F

AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR THE YEAR ENDED SEPTEMBER 30, 2013



HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDED AND RESTATED RESOLUTION NO. 2015-1

EXHIBIT D

CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT (the "Disclosure Agreement") dated November __, 2014 is executed and delivered by the HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT (the "District" or the "Issuer"), LENNAR HOMES, LLC a Florida limited liability company (the "Developer") and joined in by the Disclosure Representative and the Trustee (as such terms are herein defined), in connection with the issuance of \$______ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014 (the "Bonds"). The Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2014, as supplemented by a First Supplemental Trust Indenture dated as of November 1, 2014 (collectively, the "Indenture"), each between the District and U.S. Bank National Association, as trustee (the "Trustee"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and other considerations contained herein, the District and the Developer covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the District and the Developer for the benefit of the Owners of the Bonds and to assist the Participating Underwriter of the Bonds in complying with the applicable provisions of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule"). The District and the Developer understand and acknowledge that the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction or a governmental regulatory agency that the Rule requires the District or the Developer to provide additional information, the District and the Developer, as applicable, agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the District, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the District, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **<u>Definitions</u>**. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 4(a) hereof by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non ad valorem special assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Beneficial Owners" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or day on which banks located in the city in which the designated corporate trust office of the Trustee and Paying Agent is located are required or authorized by law or executive order to close for business and (b) a day on which the New York Stock Exchange is closed.

"Development" shall have meaning ascribed thereto in the Limited Offering Memorandum.

"Disclosure Representative" shall mean (i) as to the District, the District Manager or its designee, or such other person as the District shall appoint from time to time, with notice to the Dissemination Agent, as the person responsible for providing information to the Dissemination Agent; and (ii) as to the Developer while it is an Obligated Person, the individual executing this Disclosure Agreement on behalf of the Developer or such person(s) as the Developer shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent

"Dissemination Agent' shall mean Prager & Co., LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent appointed by the District.

"District Manager" shall mean the person or entity serving as District Manager from time to time.

"EMMA" means the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean the Limited Offering Memorandum dated ______, 2014 prepared in connection with the issuance of the Bonds.

"Listed Event" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"MSRB Website" shall mean www.emma.msrb.org.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds, which person(s) shall include the District and the Developer or other landowner in the District, while the Developer or such landowner is the owner of at least twenty percent (20%) of the District Lands which have been determined by the District to be lands benefited by the 2014 Project or is responsible for payment of at least twenty percent (20%) of the Assessments.

"Owners" shall have the meaning ascribed thereto in the Indenture with respect to the Bonds and shall include beneficial owners of the Bonds, including those that have the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or are treated as the owner of any Bonds for federal income tax purposes.

"Participating Underwriter" shall mean MBS Capital Markets, LLC, in its capacity as the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Quarterly Report" shall mean any Quarterly Report provided by the Developer, its successors or assigns pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the Securities and Exchange Commission may be found by visiting the Securities and Exchange Commission's website at http://www.sec.gov/info/municipal/nrmsir.htm. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "http://emma.msrb.org."

"State" shall mean the State of Florida.

3. <u>Content of Annual Reports.</u>

- (a) The District's Annual Report shall contain or incorporate by reference Annual Financial Information with respect to the District, which includes an update of the financial and operating data of the District to the extent presented in the Limited Offering Memorandum, including:
 - (i) The amount of Assessments levied for the most recent Fiscal Year.
 - (ii) The amount of Assessments collected from property owners during the most recent Fiscal Year.

- (iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners.
- (iv) If available, the amount of tax certificates sold, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.
- (v) The balances in all Funds and Accounts for the Bonds. The District shall provide any Owners and the Dissemination Agent with this information more frequently than annually within thirty (30) days of the written request of the Owners.
 - (vi) The total amount of Bonds Outstanding.
- (vii) The amount of principal and interest due on the Bonds in the current Fiscal Year.
 - (viii) The most recent Audited Financial Statements of the District.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth. Any or all of the items listed above may be incorporated by reference from other documents, including offering documents of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final offering document, it must be available from the MSRB or EMMA. The District shall clearly identify each such other document so incorporated by reference.

(b) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

4. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year, commencing with the Fiscal Year ended September 30, 2014 in an electronic format as prescribed by a Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3(a) of this Disclosure Agreement; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report, and may be submitted no later than the date such Audited Financial Statements are required to be filed in accordance with applicable Florida law after the close of the District's Fiscal Year. Provided that if the audited financial statements are not available at the time of the filing of the Annual Report unaudited financial statements are required to be delivered as part of the Annual Report in a format similar to the Audited Financial Statements.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Disclosure Representative of the District by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 4(a) above. Upon such reminder, the Disclosure Representative of the District, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 4(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under the Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Notice Event as described in Section 7(a)(xvi) has occurred and to immediately send a notice to any Repository in electronic format as required by such repository in substantially the for form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

- (i) determine each year prior to the date for providing the Annual Report the name and address of any Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (b) above, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, state the date(s) it was provided and listing any Repository to which it was provided.

5. <u>Content of Quarterly Reports.</u>

- (a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall prepare a Quarterly Report no later than thirty (30) days after the end of each calendar quarter commencing, March 31, 2015; provided, however, that so long as any Developer is a reporting company, such thirty (30) days shall be extended to the date of filing of its respective 10K or 10Q if later, as the case may be (each, a "Quarterly Receipt Date"). At such time as the Developer is no longer an Obligated Person, the Developer will no longer be obligated to prepare any Quarterly Report pursuant to this Disclosure Agreement.
- (b) The Quarterly Report shall contain an update of the financial and operating data for the Developer to the extent presented in the Limited Offering Memorandum under the caption "THE DEVELOPMENT," including an update of all tables presented therein.
- (c) Each Quarterly Report shall also address the following information if such information is not otherwise provided pursuant to subsection (b) or (d) of this Section 6:
 - (i) A description of the infrastructure improvements and recreational amenities needed for the Development that have been completed and that are currently under construction, including infrastructure financed by the Bonds.
 - (ii) The percentage of the infrastructure financed by the Bonds that has been completed.

- (iii) The number of single-family homes planned on property subject to the Assessments.
- (iv) The number of single-family homes closed with retail end users.
- (v) The number of single-family homes under contract with retail end users.
- (vi) The number of single-family lots under contract with builders, together with the name of each builder.
- (vii) The number of single-family lots closed with builders, together with name of each builder.
- (viii) The estimated date of complete build-out of residential units.
- (ix) Whether the Developer has made any bulk sale of the land subject to the Assessments other than as contemplated by the Limited Offering Memorandum.
- (x) The status of development approvals for the Development.
- (xi) Materially adverse changes or determinations to permits/approvals for the Development which necessitate changes to the Developer's landuse or other plans for the Development.
- (xii) Updated plan of finance (i.e., status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.).
- (xiii) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.
- (d) Any of the items listed in subsections (b) and (c) above may be incorporated by reference from other documents which have been submitted to each of the Repositories or the SEC. The Developer shall clearly identify each such other document so incorporated by reference.
- (e) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of the Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the District and the Dissemination Agent in writing of the Transfer. For purposes of Section 5 and 6 hereof, the term "Developer" shall be deemed to

include any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from their obligations hereunder.

6. **Provision of Quarterly Reports**.

- (a) The Developer shall provide a Quarterly Report which contains the information in Sections 5(b) and (c) of this Disclosure Agreement to the Dissemination Agent no later than the Quarterly Receipt Date for such Quarterly Report. Within thirty (30) days of the Quarterly Receipt Date, the Dissemination Agent shall file the Quarterly Report provided to it by the Developer with each Repository (the "Quarterly Filing Date").
- (b) Notwithstanding anything to the contrary herein, the failure of the Developer to provide Quarterly Report which includes the information set forth in Section 5(c) of this Disclosure Agreement shall not constitute a Listed Event if such Quarterly Report includes the information set forth in Section 5(b) of this Disclosure Agreement.
- (c) If on the seventh (7th) day prior to each Quarterly Receipt Date the Dissemination Agent has not received a copy of the Quarterly Report due on such Quarterly Receipt Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Quarterly Report pursuant to Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Quarterly Report in accordance with Section 6(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Quarterly Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.
- (d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00 noon on the first business day following each Quarterly Receipt Date, a Listed Event described in Section 7(a)(xvi) shall have occurred and the District and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the District. The Dissemination Agent shall file such notice no later than thirty (30 days following the applicable Quarterly Receipt Date.

(e) The Dissemination Agent shall:

- (i) determine prior to each Quarterly Filing Date the name and address of each Repository; and
- (ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the District stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

7. **Reporting of Significant Events**.

- (a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number (xvi) below, which notice shall be given in a timely manner:
- (i) Delinquency in payment when due of any principal or interest on the Bonds.
- (ii) Amendment to the Indenture or this Disclosure Agreement modifying the rights of the Owners of the Bonds, if material.
- (iii) Giving a notice of optional or unscheduled redemption of any Bonds.
 - (iv) Defeasance of the Bonds or any portion thereof.
 - (v) Any change in any rating of the Bonds.*
- (vi) Adverse tax opinions or other material events affecting the taxexempt status of the Bonds, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS From 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds.
- (vii) Any unscheduled draw on the 2014 Reserve Account reflecting financial difficulties.
- (viii) Any unscheduled draw on credit enhancements reflecting financial difficulties.**
- (ix) The release, substitution or sale of property securing repayment of the Bonds (including property leased, mortgaged or pledged as such security). The sale of any real property owned by a Landowner within the District in the ordinary course of the Landowner's respective business shall not be a Listed Event for purposes of the foregoing.
- (x) The substitution of credit or liquidity providers or their failure to perform.**
- (xi) Bankruptcy, insolvency, receivership or similar event of the District or any Obligated Person (which is considered to occur when any of the following

Note: The Bonds are not rated.

^{**} Note: There are currently no credit or liquidity providers for the Bonds.

occur: the appointment of a receiver, fiscal agent or similar officer for the District or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District or any Obligated Person).

- (xii) Consummation of a merger, consolidation, or acquisition involving the District or any Obligated Person or the sale of all or substantially all of the assets of the District or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (xiii) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material.
- (xiv) Occurrence of any Event of Default under the Indenture (other than as described in clause (i) above).
 - (xv) tender offers.
- (xvi) Failure to provide any Annual Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 3(a) of this Disclosure Agreement, respectively.
- 8. <u>Identifying Information</u>. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:
 - (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
 - (d) the name of any Obligated Person other than the Issuer;
 - (e) the name and date of the document being submitted; and

- (f) contact information for the submitter.
- 9. <u>Termination of Disclosure Agreement</u>. The Issuer's and the Developer's obligation under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer and/or the Developer, or if the Rule is repealed or no longer in effect and the Developer's obligations hereunder shall terminate at such time as it is no longer an Obligated Person. If such termination occurs prior to the final maturity of the Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.
- 10. <u>Dissemination Agent.</u> The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Prager & Co., LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.
- 11. <u>Amendment; Waiver</u>. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent may amend this Disclosure Agreement, any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:
- (a) If the amendment or waiver relates to the provisions of Section 3(a), 4, 5, 6 or 7(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would in the opinion of counsel to the District expert in federal securities laws, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interest of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer, or the Developer shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer, as applicable, shall describe such amendment in its next Annual Report or Quarterly Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed by the District in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding the above provisions of this Section 11, the District may amend this Disclosure Agreement in accordance with this Section 11 without the consent of the Developer, provided that no amendment to the provisions of Sections 5 and 6 hereof may be made without the consent of the Developer as long as the Developer is an Obligated Person.

- Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a potential material event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by the Disclosure Agreement, the Issuer or the Developer shall have no obligation under the Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.
- 13. Default. In the event of a failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Holders of more than 50% aggregate principal amount of outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Disclosure Representative, of the District, the Disclosure Representative of the Developer or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Disclosure Representative of the District, the Disclosure Representative of the Developer or a Dissemination Agent, to comply with the Disclosure Agreement shall be an action to compel performance.

- 14. **Duties of Issuer, Developer and Dissemination Agent.** The District and the Developer each represent and warrant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District and the Developer each acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, the Developer, and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, the Developer, or others as thereafter disseminated by the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. Notwithstanding anything to the contrary herein, the District shall have no responsibility for any information provided by the Developer or others in connection with the Quarterly Reports or to cause the Quarterly Reports to be provided by the Developer.
- 15. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Participating Underwriter and Beneficial Owners, of the Bonds, and shall create no rights in any other person or entity.
- 16. <u>Counterparts.</u> This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 17. <u>Governing Law.</u> This Disclosure Agreement shall be governed by the laws of the State of Florida and Federal law.
- 18. <u>Dissemination Agent Right to Information</u>. The Issuer and the Developer, respectively agree that the Dissemination Agent is a bona fide agent of the Issuer and the Developer and may receive, on a timely basis, any information or reports it requests that the Issuer and the Developer are required to provide hereunder.

SIGNATURE PAGE FOR CONTINUING DISCLOSURE AGREEMENT

(Heritage Harbour North Community Development District)

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

	HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT
ATTEST:	
Secretary	By: Chairman, Board of Supervisors
CONSENTED TO AND AGREED TO BY: JAMES P. WARD., as Disclosure Representative	LENNAR HOMES, LLC a Florida limited liability company
By:	By:
Title:	Acknowledged and agreed to for purposes of Section 113 only:
	U.S. BANK NATIONAL ASSOCIATION, as Trustee
	By:Title:
	PRAGER & CO., LLC, as Dissemination Agent
	By:

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Heritage Harbour North Community Development District						
Obligated Person(s): Heritage Harbour North Community Development District Lennar Homes, LLC							
Name of Bond Issue:	\$ Heritage Harbour North Community Development District Special Assessment Bonds, Series 2014						
Date of Issuance:	, 2014						
respect to the above-n Agreement dated Agent and the Trustee n	REBY GIVEN that the District has not provided an Annual Report with amed Bonds as required by Section 3 of the Continuing Disclosure, 2014, among the District, the Developer, the Dissemination amed therein. The District has advised the undersigned that it anticipates will be filed by, 20						
	behalf of the Issuer, as Dissemination Agent, or						
cc: Issuer Obligated Person	n(s)						

Prepared by and return to: Charles Mann, Esquire Pavese Law Firm 1833 Hendry Street Fort Myers, Florida 33901

GRANT OF EASEMENT Drainage

THIS EASEMENT, made and executed this 24 day of September, 2014, by and between LENNAR HOMES, LLC, a Florida limited liability company, hereinafter called "Grantor", HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 06-71 hereinafter referred to as "Grantee."

WITNESSETH:

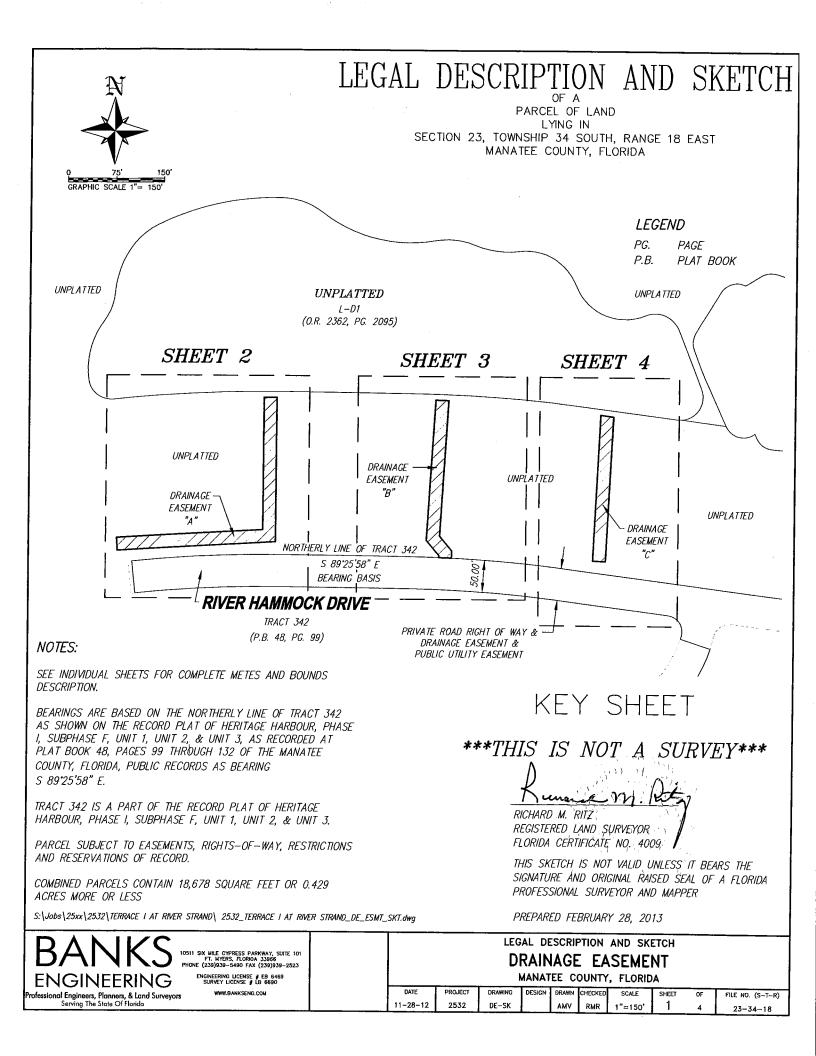
In consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants in perpetuity to Grantee, its successors or assigns, a nonexclusive easement for drainage purposes, over and across the property described in Exhibit "A" (the "Easement Area"), which is attached hereto and incorporated herein. The drainage easement granted herein shall include the purposes of water drainage, management, and control on, over, across and through the Easement Area, together with the right of ingress and egress over, across, upon, and through the Easement Area for purposes of effectuating this grant of Easement, as well as any necessary construction, maintenance, repair, installation, or reconstruction of any stormwater facilities which are deemed necessary or desirable by the Grantee.

Grantor hereby represents that it owns fee simple title to the Easement Area and that this Easement is intended to run with the land, be binding upon the Grantor, and all future owners of the Easement Area and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused the same to be executed by its representatives, thereunto duly authorized, on the day and year first above written.

[Remainder of page intentionally left blank]

Signed, sealed and delivered in our presence:	
First Witness Printed name:	Lengar Homes, LLC, a Florida limited liability company, By:
Second Witness Printed name:	Darin McMurray, Vice President
STATE OF FLORIDA COUNTY OF LEE	
September, 2014 by Darin McMurray, a	acknowledged before me this 24 day of as Vice President of Lennar Homes, LLC of ability company on behalf of the company. He
(Affix Seal)	Deasn Crost
DEANNA J. CRAFT Commission # FF 000946 Expires July 20, 2017 Bonded Thru Troy Fein Insurance 800-385-7019	





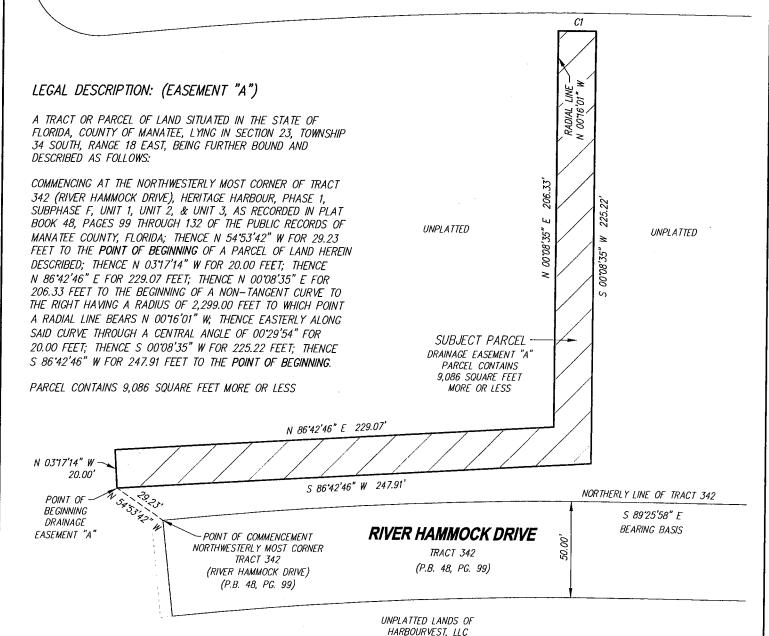
LEGAL DESCRIPTION AND SKETCH

PARCEL OF LAND LYING IN

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

UNPLATTED

L-D1(O.R. 2362, PG. 2095)



LEGEND

PG. PAGE

P.B. PLAT BOOK

CURVE 1 OF CURVE TABLE C1

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	2299.00'	00'29'54"	20.00'	20.00'	N 89*58'56" E

THIS IS NOT A SURVEY



10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

WWW.BANKSENG.COM

LEGAL DESCRIPTION AND SKETCH DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

11-28-12 2532 DE-SK AMV RMR 1"=50' 2 4 23-34-18	ı	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
	İ	11-28-12	2532	DE-SK		AMV	RMR	1"=50′	2	4	23-34-18

LEGAL DESCRIPTION AND SKETCH

LEGAL DESCRIPTION: (EASEMENT "B")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT 342 (RIVER HAMMOCK DRIVE), HERITAGE HARBOUR, PHASE 1. SUBPHASE E. UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 06'00'16" W; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT 342 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06'34'18" FOR 235.59 FEET; THENCE S 89'25'58" E ALONG SAID NORTHERLY LINE FOR 193.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'57" FOR 50.16 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 02"13"35" E FOR 3.29 FEET; THENCE N 39'58'17" W FOR 30.21 FEET; THENCE N 03'23'02" E FOR 219.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,299.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 01'35'55" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'55" FOR 20.01 FEET; THENCE S 03°23'02" W FOR 211.84 FEET: THENCE

S 39'58'17" E FOR 29.98 FEET; THENCE S 02'13'35" W FOR 11.01 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 342 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 02'31'27" E; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00'33'28" FOR 20.00 FEET TO THE POINT OF BEGINNING.

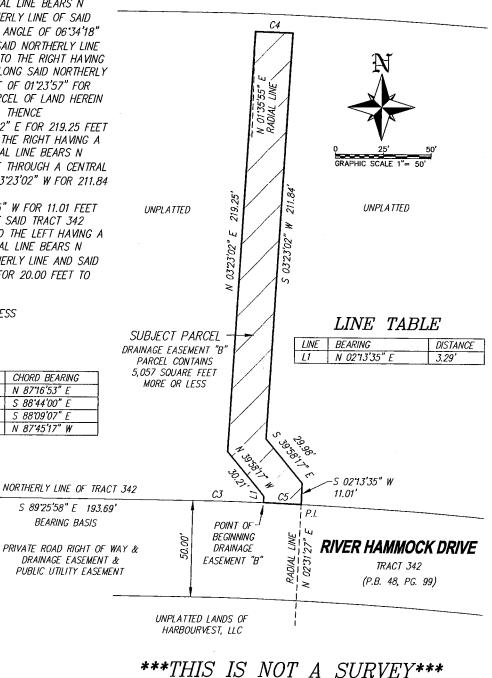
PARCEL CONTAINS 5,057 SQUARE FEET MORE OR LESS

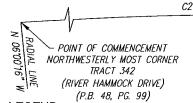
CURVE TABLE

CURVE	RADIUS	DEL TA	ARC	CHORD	CHORD BEARING
C2	2054.00'	06 34 18"	235.59	235.46	N 87°16'53" E
C3	2054.00'	01'23'57"	50.16'	50.16	S 88'44'00" E
C4	2299.00'	00 * 29 ' 55"	20.01	20.01	S 88'09'07" E
C5	2054.00'	00°33'28"	20.00'	20.00'	N 87'45'17" W

PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

> UNPLATTED L-D1(O.R. 2362, PG. 2095)





LEGEND

PG. PAGE

P.B. PLAT BOOK

LINE 1 OF LINE TABLE 11 P.I.

POINT OF INTERSECTION

CURVE 1 OF CURVE TABLE C1

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

BEARING BASIS

LEGAL DESCRIPTION AND SKETCH DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

PROJECT DRAWING DESIGN DRAWN CHECKET FILE NO. (S-T-R) 11-28-12 RMR 3 1"=50 23-34-18

ENGINEERING

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

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0 25' 50'

LEGAL DESCRIPTION AND SKETCH

PARCEL OF LAND

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

227.

ч

46,17"

05

05.46'17"

N 8713'43" W

20.00

UNPLATTED L-D1

(O.R. 2362, PG. 2095)

S 82'46'28" E

20.06

LEGAL DESCRIPTION: (EASEMENT "C")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT 342 (RIVER HAMMOCK DRIVE), HERITAGE HARBOUR, PHASE 1, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE BEGINNING OF A NON-TANGET CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 06°00'16" W; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT 342 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06'34'18" FOR 235.59 FEET; THENCE S 89'25'58" E ALONG SAID NORTHERLY LINE FOR 193.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06'39'30" FOR 238.69 FEET; THENCE S 82°46'28" E ALONG SAID NORTHERLY LINE FOR 54.16 FEET; THENCE N 02'46'17" E FOR 18.33 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 02'46'17" E FOR 227.41 FEET; **THENCE**

S 82'46'28" E FOR 20.06 FEET; THENCE S 02'46'17" W FOR 225.85 FEET; THENCE N 87'13'43" W FOR 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,535 SQUARE FEET MORE OR LESS

CURVE TABLE

Į	CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	C2	2054.00'	06°34′18″	235.59'	235.46'	N 8716'53" E
I	C6	2054.00'	06 39 30"	238.69	238.56	S 86°06′13″ E

POINT OF COMMENCEMENT
NORTHWESTERLY MOST CORNER
TRACT 342
(RIVER HAMMOCK DRIVE)
(P.B. 48, PG. 99)

NORTHERLY LINE OF TRACT 342

S 89°25'58" E 193.69'

BEARING BASIS

S 82'46'28" E 54.16'

PRIVATE ROAD RIGHT OF WAY &

DRAINAGE EASEMENT &

PUBLIC UTILITY EASEMENT

UNPLATTED

SUBJECT PARCEL .

DRAINAGE EASEMENT "C" PARCEL CONTAINS

4,535 SQUARE FEET MORE OR LESS

> POINT OF — BEGINNING DRAINAGE EASEMENT "C

N 02'46'17" E

18.33

C6

RIVER HAMMOCK DRIVE

UNPLATTED

TRACT 342 (P.B. 48, PG. 99)

UNPLATTED LANDS OF HARBOURVEST, LLC

8

LEGEND

11

PG. PAGE

P.B. PLAT BOOK

LINE 1 OF LINE TABLE

C1 CURVE 1 OF CURVE TABLE

THIS IS NOT A SURVEY



10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 8469 SURVEY LICENSE # EB 6469

SURVEY LICENSE # LB 6890
WWW.BANKSENG.COM

LEGAL DESCRIPTION AND SKETCH

DRAINAGE EASEMENT

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWIN CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 11-28-12
 2532
 DE-SK
 AMV
 RMR
 1"=50'
 4
 4
 23-34-18



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

DRAINAGE EASEMENT

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

DRAINAGE EASEMENT-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,555.92 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 567.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 23°33'18" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'16" FOR 25.00 FEET; THENCE S 23°04'05" E FOR 132.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,342.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 22°32'10" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°04'00" FOR 25.00 FEET; THENCE N 23°04'05" W FOR 132.11 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,603.73 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 551.69 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 09°30'33" W FOR 39.04 FEET; THENCE N 71°37'14" E FOR 272.08 FEET; THENCE S 18°22'46" E FOR 20.00 FEET; THENCE S 71°37'14" W FOR 254.95 FEET; THENCE S 09°30'33" E FOR 17.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 22°35'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°46'22" FOR 20.57 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-3

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,668.62 FEET; THENCE S 89°51'39" E LEAVING SAID WEST

SHEET 1 OF 8

• SERVING THE STATE OF FLORIDA •

LINE FOR 1,344.80 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°20'29" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'55" FOR 30.00 FEET; THENCE S 07°55'02" W FOR 129.35 FEET; THENCE S 32°49'17" E FOR 6.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 37.45 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 09°15'38" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°13'23" FOR 30.87 FEET; THENCE N 32°49'17" W FOR 17.20 FEET; THENCE N 07°55'02" E FOR 140.49 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-4

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,715.27 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,373.16 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 12°32'41" E FOR 27.87 FEET; THENCE N 87°47'38" W FOR 201.21 FEET; THENCE N 01°55'24" E FOR 20.00 FEET; THENCE S 87°47'38" E FOR 225.29 FEET; THENCE S 12°32'41" W FOR 50.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°55'55" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'12" FOR 20.05 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-5

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,689.41 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,999.52 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 16°45'03" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'24" FOR 2.28 FEET; THENCE N 73°08'32" E FOR 17.72 FEET; THENCE S 16°51'35" E FOR 133.45 FEET; THENCE S 73°08'32" W FOR 20.00 FEET; THENCE N 16°51'35" W FOR 133.45 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-6

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,736.74 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,983.30 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 25°47'05" W FOR 61.78 FEET; THENCE N 64°12'55" E FOR 20.00 FEET; THENCE S 25°47'05" E FOR 64.93 FEET; THENCE S 73°08'32" W FOR 16.29 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'35" FOR 3.96 FEET TO THE **POINT OF BEGINNING**.

AND

DRAINAGE EASEMENT-7

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,788.62 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 2,592.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°16'10" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'31" FOR 20.00 FEET; THENCE S 06°51'19" W FOR 139.82 FEET; THENCE S 58°50'27" W FOR 28.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 36.55 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 74°43'10" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°45'25" FOR 20.26 FEET; THENCE N 58°50'27" E FOR 18.98 FEET; THENCE N 06°51'19" E FOR 130.07 FEET TO THE **POINT OF BEGINNING**.

AND

DRAINAGE EASEMENT-8

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,840.19 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 2,578.55 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 46°31'16" W FOR 84.56 FEET; THENCE N 43°28'44" E FOR 20.00 FEET; THENCE S 46°31'16" E FOR 110.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°02'55" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°50'34" FOR 32.97 FEET TO THE **POINT OF BEGINNING.**

COMBINED PARCELS CONTAIN 27,560.7 SQUARE FEET OR 0.633 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

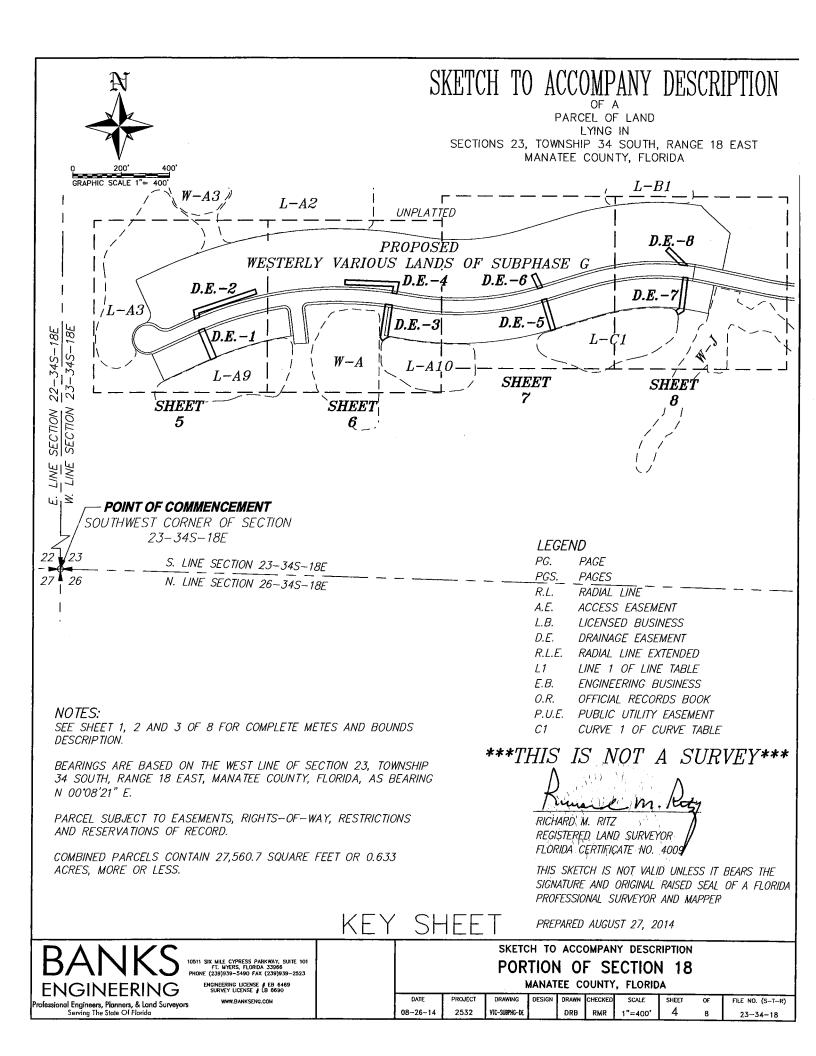
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

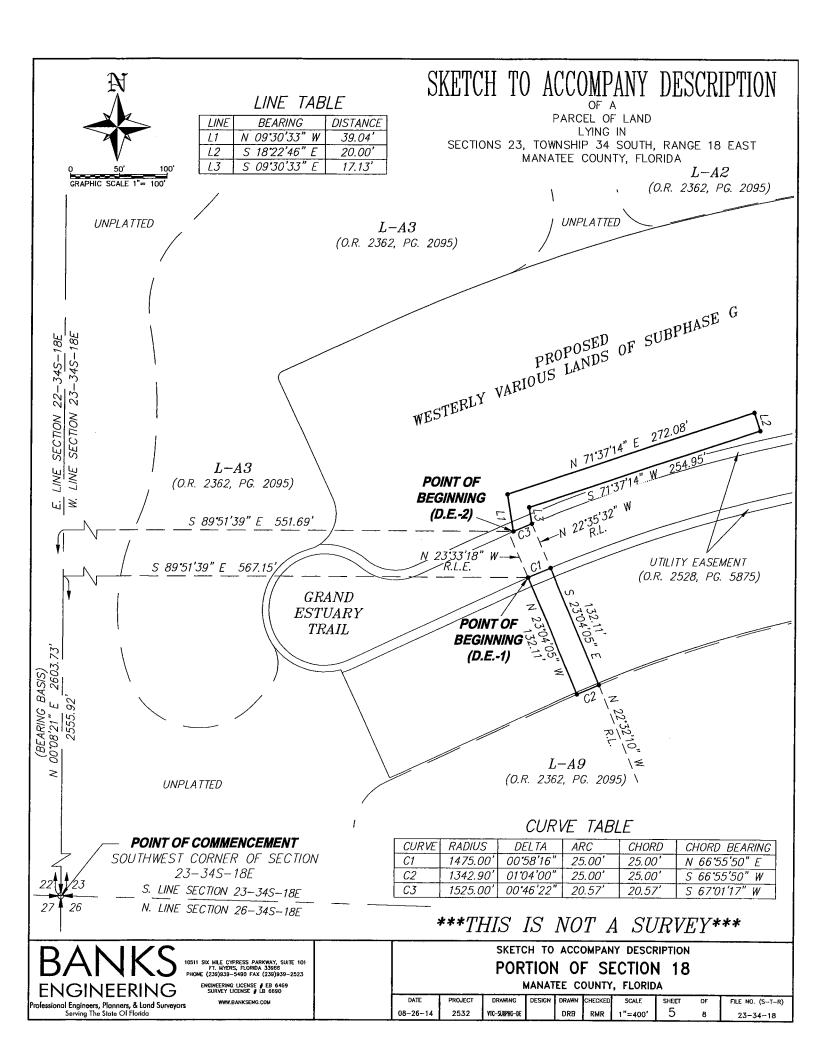
AUGUST 27, 2014

RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009





LINE TABLE SKETCH TO ACCOMPANY DESCRIPTION LINE BEARING DISTANCE OF A PARCEL OF LAND S 32'49'17" E 6.03 N 32°49'17" W L5 17.20 LYING IN N 12'32'41" E L6 27.87 SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST N 01°55'24" E *L7* 20.00 MANATEE COUNTY, FLORIDA S 12'32'41" W L8 50.45 GRAPHIC SCALE 1"= 100" L-A2(O.R. 2362, PG. 2095) **UNPLATTED** UNPLATTED SECTION 23-345-18E 22-34S-18E PROPOSED WESTERLY VARIOUS LANDS OF SUBPHASE G S 87°47'38" E 225.29' JN/7 TINE **POINT OF** N 87°47'38' **∞ BEGINNING** E E S 89°51'39" E 1373.16 (D.E.-4)GRAND ESTUARY TRAIL N 07'20'29" R.L.E. N 08'55'55" E S <u>89°51'39" E</u> 1344.80' R.L. **POINT OF** HERITAGE PRESERVE BEGINNING UNPLATTED (D.E.-3) 8.9 UTILITY EASEMENT UTILITY EASEMENT (O.R. 2528, PG. 5875) (O.R. 2528, PG. 5875) (BEARING BASIS) 1 00'08'21" E 2715.27' 2668.62' W-A`N 0915'38" W (O.R. 2362, PG. 2095) L-A9L-A10(O.R. 2362, PG. 2095) (O.R. 2362, PG. 2095) CURVE TABLE **POINT OF COMMENCEMENT** CURVE RADIUS **DELTA** ARC CHORD CHORD BEARING SOUTHWEST CORNER OF SECTION 1475.00 01'09'55" C4 *30.00'* 30.00° S 82'04'34" E 23-34S-18E S 57°07'40" W 4713'23" C5 *37.45*′ 30.87 30.00 S. LINE SECTION 23-34S-18E 00°45′12" N 81°26'40" *C6* 1525.00° 20.05 20.05 N. LINE SECTION 26-34S-18E 27 ***THIS IS NOT A SURVEY*** SKETCH TO ACCOMPANY DESCRIPTION 10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

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DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

SCALE

1"=400"

SHEET

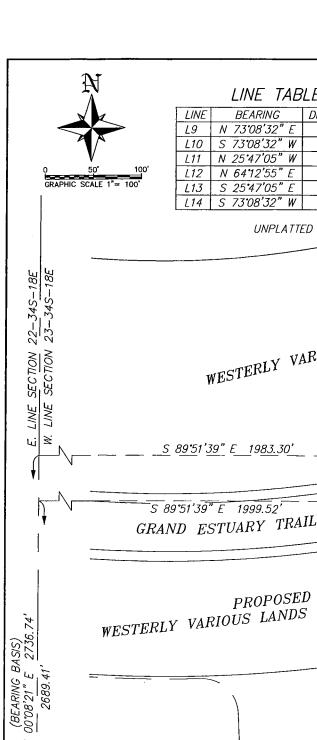
FILE NO. (S-T-R)

23-34-18

DRAWN CHECKED

DRB

PROJECT



LINF TABLE

	2,,,2	
LINE	BEARING	DISTANCE
L9	N 73'08'32" E	17.72'
L10	S 73'08'32" W	20.00'
L11	N 25°47′05" W	61.78'
L12	N 6412'55" E	20.00
L13	S 25'47'05" E	64.93'
L14	S 73'08'32" W	16.29'

SKETCH TO ACCOMPANY DESCRIPTION PARCEL OF LAND

LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

.s 16.51,28" E

UNPLATTED

PROPOSED OF SUBPHASE G
WESTERLY VARIOUS LANDS

S 89'51'39" E 1983.30'

POINT OF BEGINNING (D.E.-6)

> UTILITY EASEMENT (O.R. 2528, PG. 5875)

POINT OF

S 16°45'03" E R.L.

BEGINNING (D.E.-5)

WESTERLY VARIOUS LANDS OF SUBPHASE G

L-C1(O.R. 2362, PG. 2095)

UNPLATTED

L-A10(O.R. 2362, PG. 2095)

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION 23-34S-18E

S. LINE SECTION 23-34S-18E N. LINE SECTION 26-345-18E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
<i>C7</i>	1225.00'	00'06'24"	2.28'	2.28'	N 73°11'45" E
C8	1175.00'	00 ʻ 11 ' 35"	3.96'	3.96'	S 73"14'20" W

THIS IS NOT A SURVEY

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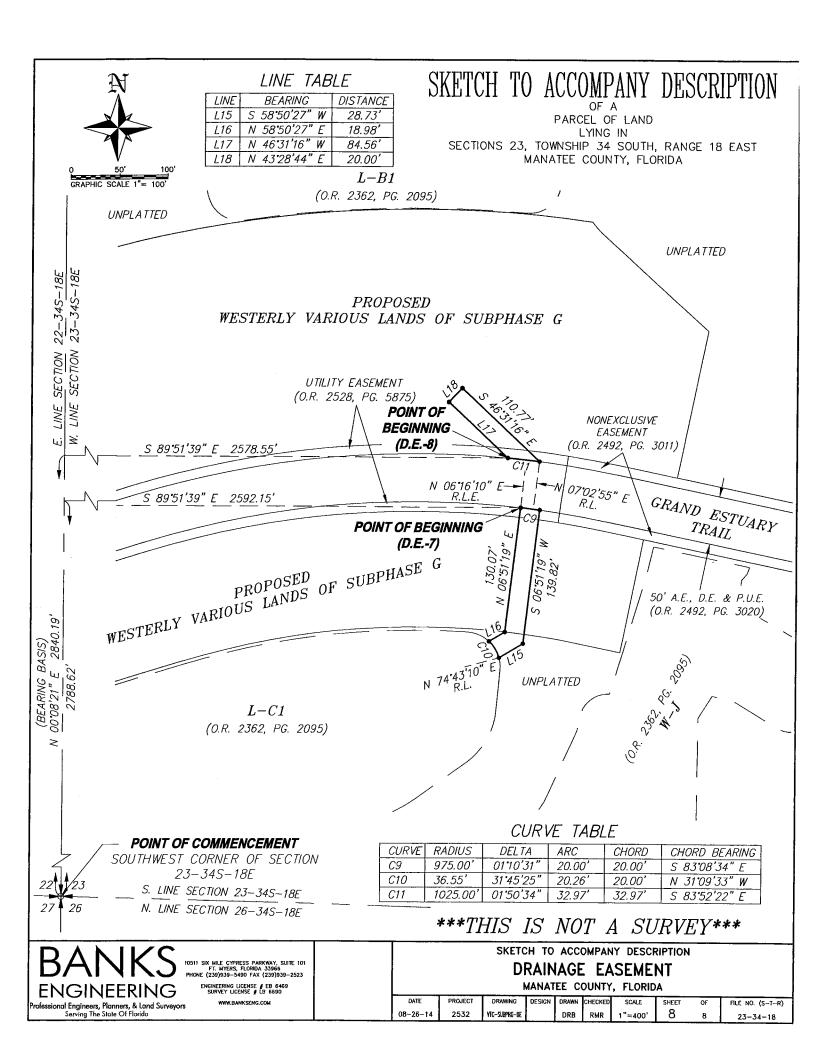
10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

DRAWN CHECKE FILE ND. (S~T-R) 23-34-18





Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I, SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804; THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

• SERVING THE STATE OF FLORIDA •

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225,00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET: THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

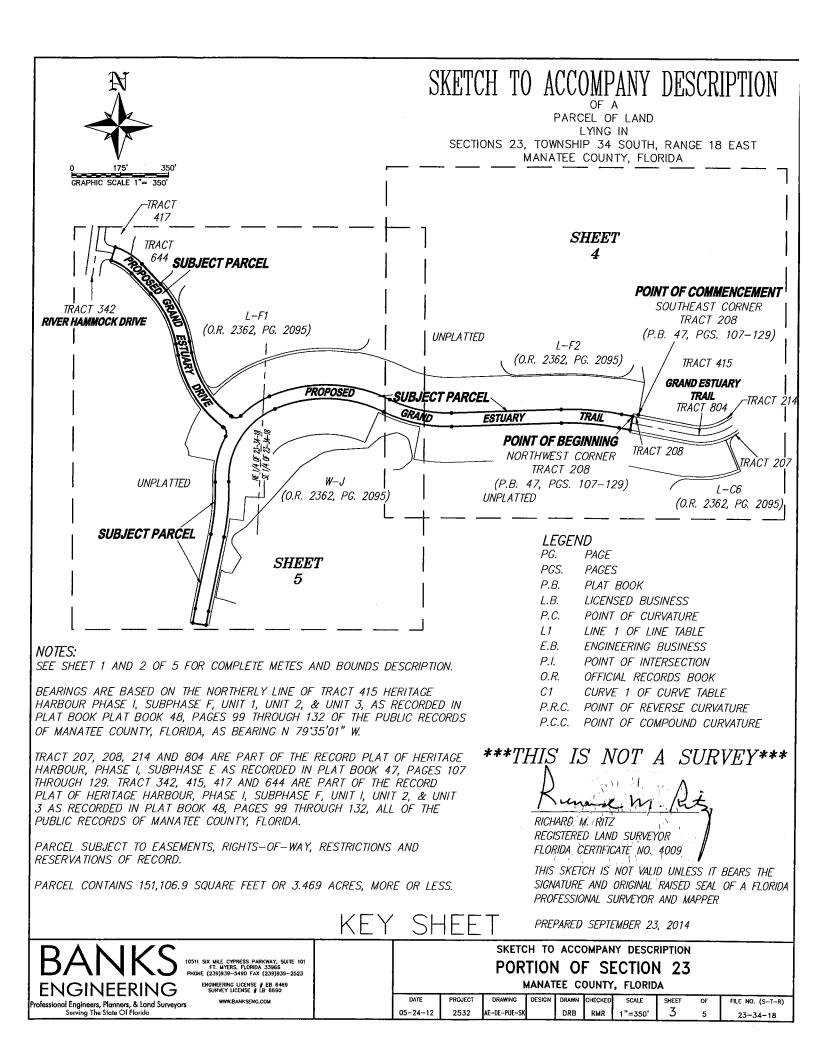
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

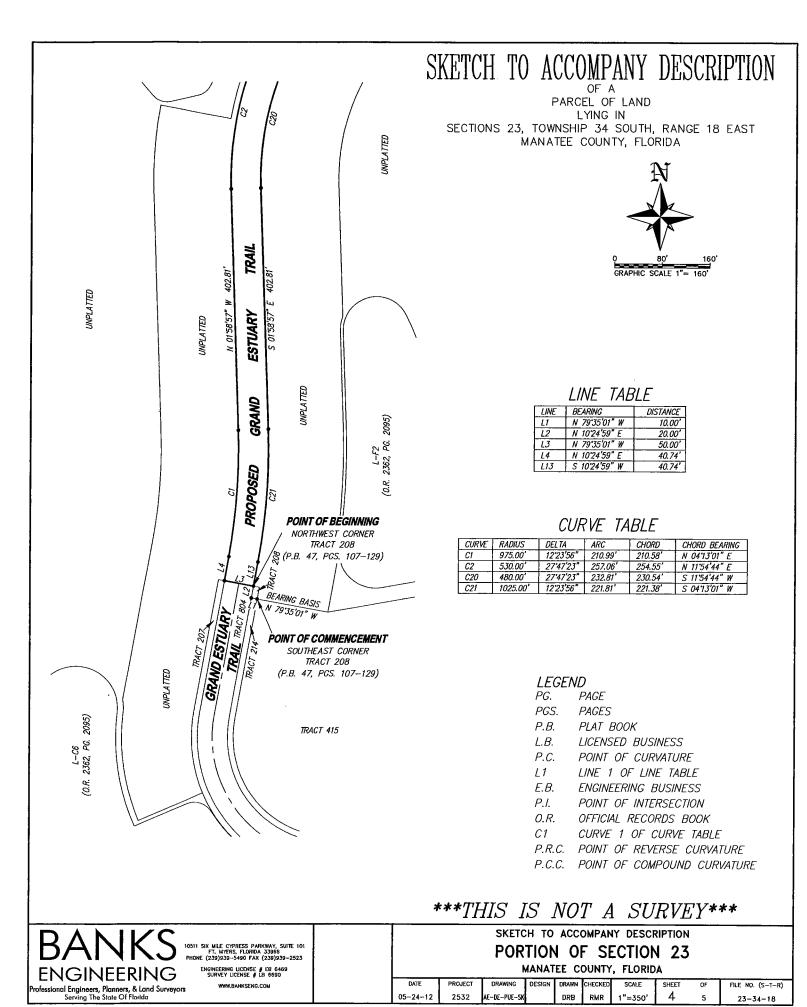
SEPTEMBER 23, 2014.

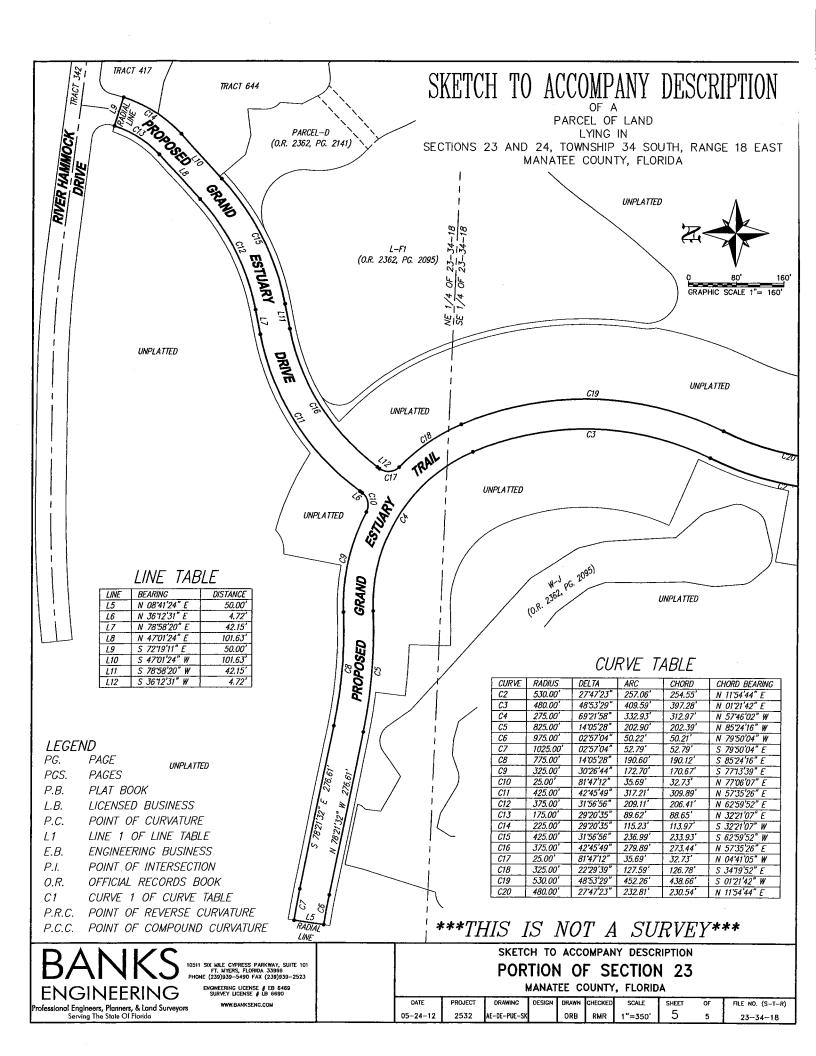
RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009









Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242.23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.60 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

SERVING THE STATE OF FLORIDA

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET: THENCE N 08°41'24" E FOR 10.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE **POINT OF BEGINNING.**

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT** "A"; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 57,129.2 SQUARE FEET OR 1.312 ACRES MORE OR LESS.

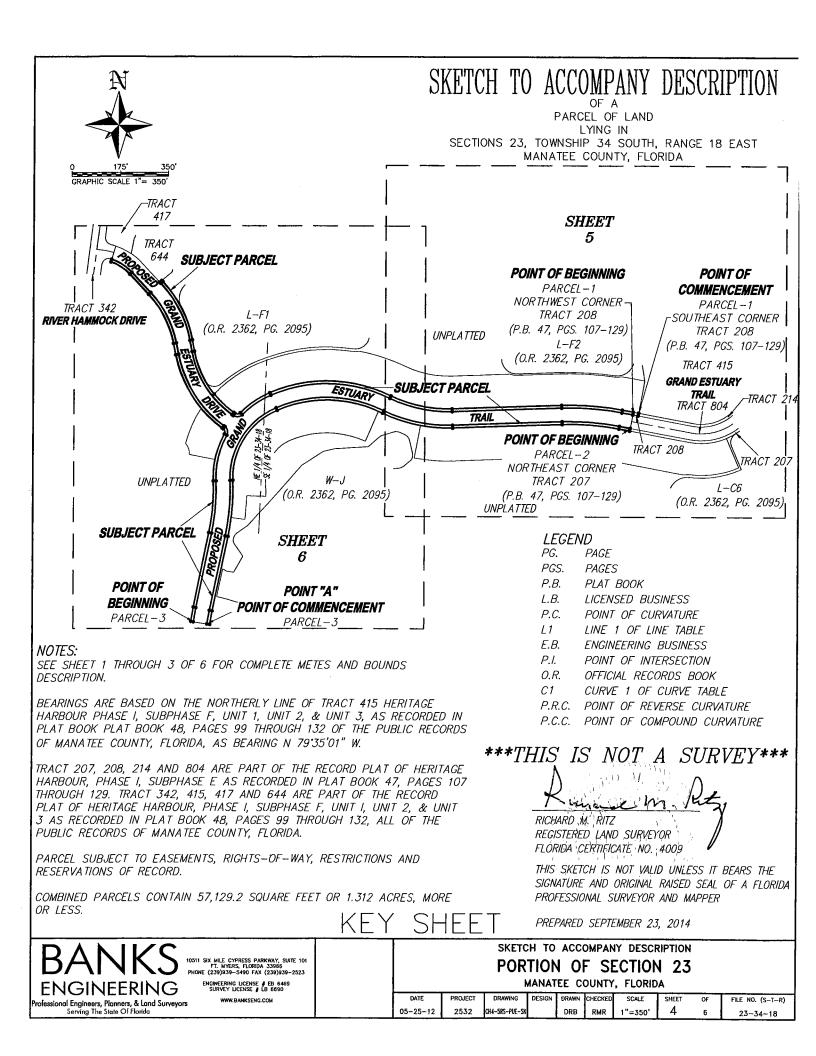
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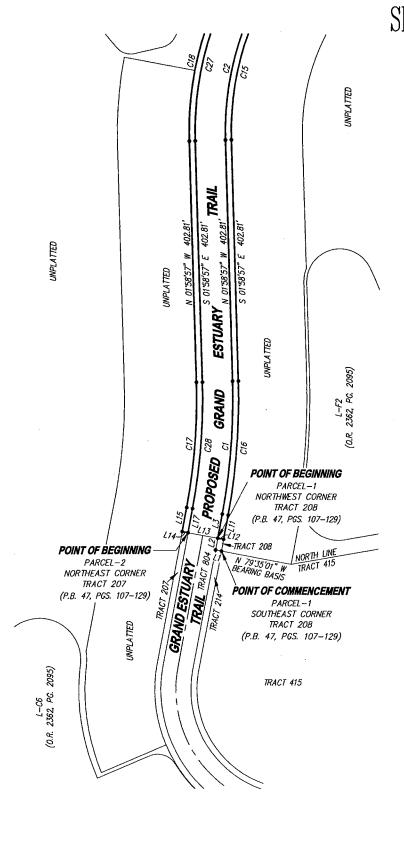
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

RICHARD M. RITZ

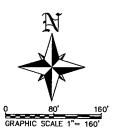
REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. #009





SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00'
L2	N 10'24'59" E	20.00'
L3	N 10'24'59" E	40.74
L11	S 10'24'59" W	40.74
L12	N 79'35'01" W	10.00'
L13	N 79'35'01" W	50.00
L14	N 79°35'01" W	10.00'
L15	N 10'24'59" E	40.74'
L17	S 10'24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1025.00'	12'23'56"	221.81'	221.38'	N 0473'01" E
C2	480.00'	27'47'23"	232.81'	230.54	N 11'54'44" E
C15	470.00'	27'47'23"	227.96	225.73'	S 11'54'44" W
C16	1035.00'	12'23'56"	223.98	223.54	S 0473'01" W
C17	965.00'	12"23"56"	208.83	208.42'	N 04'13'01" E
C18	540.00'	27'47'23"	261.91'	259.35'	N 11*54'44" E
C27	530.00'	27'47'23"	257.06	254.55'	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58	S 0473'01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

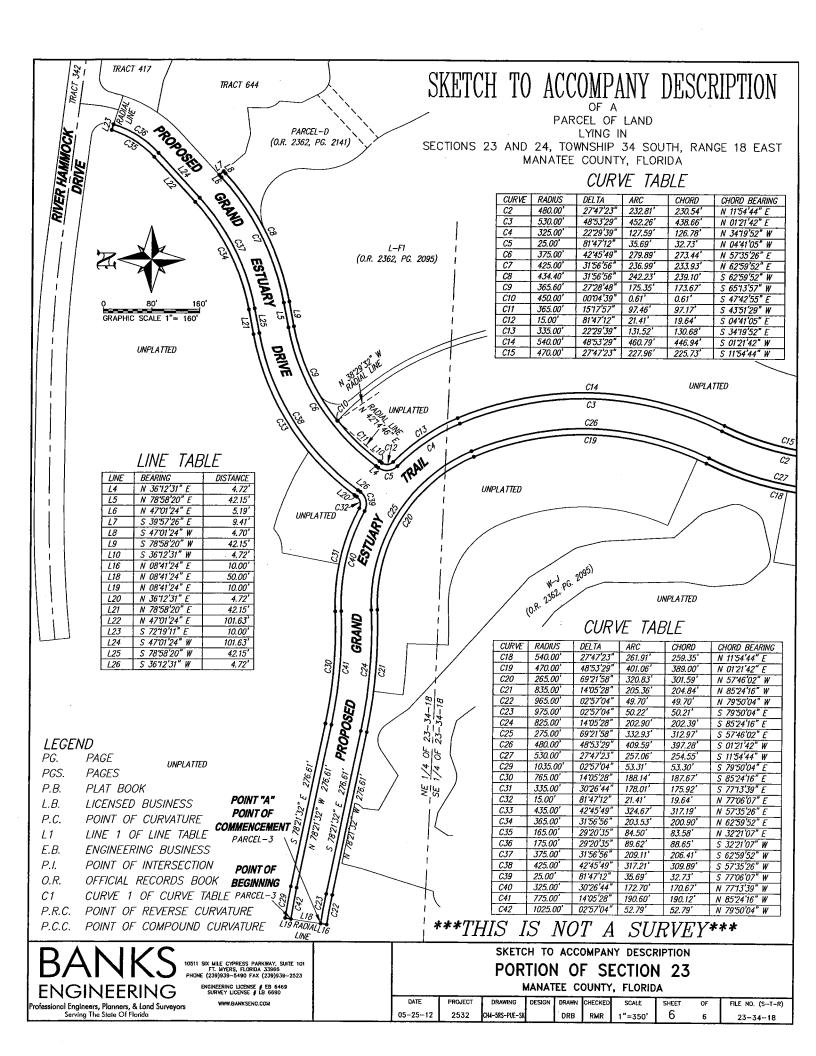
THIS IS NOT A SURVEY

10511 SIX MILE CYPRESS PARKWAY, SUITE 10'
FT. MYER, FLORIDA 33966
PHONE (239)339-2490 FAX (239)339-2523

VICENSE PROMETERS OF THE STATE
PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

						,	· ·		
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
05-25-12	2532	CH4-5RS-PUE-SK		DRB	RMR	1"=350'	5	6	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 127.55 FEET; THENCE N 65°43'24" E FOR 34.53 FEET TO POINT "A" AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 65°43'24" E FOR 219.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 31.09 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 31.12 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 29.24 FEET: THENCE S 88°04'36" E FOR 239.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 75°47'13" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'31" FOR 3.40 FEET; THENCE S 27°49'18" E FOR 6.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'42" FOR 26.30 FEET; THENCE S 01°55'24" W FOR 11.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'10" FOR 21.35 FEET; THENCE S 83°25'47" E FOR 136.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'22" FOR 93.88 FEET; THENCE N 85°47'52" E FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 54.33 FEET; THENCE N 79°33'49" E FOR 181.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.33 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°29'08" FOR 127.43 FEET;

SHEET 1 OF 12

• SERVING THE STATE OF FLORIDA •

THENCE N 72°04'41" E FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 524.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'08" FOR 110.36 FEET; THENCE N 84°07'49" E FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.97 FEET; THENCE N 85°43'54" E FOR 162.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.67 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 110.24 FEET; THENCE S 11°35'34" W FOR 33.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°29'59" FOR 12.53 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 78°21'32" W ALONG SAID NORTH LINE FOR 17.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET: THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'14" FOR 15.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 48°18'38" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'48" FOR 12.08 FEET; THENCE N 11°35'34" E FOR 33.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 60.97 FEET; THENCE S 85°43'54" W FOR 13.84 FEET: THENCE S 68°45'34" E FOR 11.07 FEET; THENCE S 21°14'26" W FOR 12.83 FEET; THENCE N 68°45'34" W FOR 37.97 FEET; THENCE S 85°43'54" W FOR 119.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 974.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.23 FEET; THENCE S 84°07'49" W FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°50'53" FOR 33.45 FEET; THENCE S 72°36'16" E FOR 14.48 FEET; THENCE S 17°23'44" W FOR 12.83 FEET; THENCE N 72°36'16" W FOR 37.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 12°47'51" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'28" FOR 44.54 FEET; THENCE S 72°04'41" W FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,002.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'32" FOR 121.70 FEET; THENCE S 74°10'16" E FOR 12.04 FEET; THENCE S 15°49'44" W FOR 12.83 FEET; THENCE N 74°10'16" W FOR 37.95 FEET; THENCE S 79°33'49" W FOR 161.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 57.23 FEET; THENCE S 85°47'52" W FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'30" FOR 10.17 FEET; THENCE S 68°36'27" E FOR 12.00 FEET; THENCE S 21°23'33" W FOR 12.83 FEET; THENCE N 68°36'27" W FOR 42.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 00°31'59" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'14" FOR 55.43 FEET; THENCE N 83°25'47" W FOR 121.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°38'50" FOR 37.99 FEET; THENCE S 01°55'24" W FOR 5.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'35" FOR 10.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°35'19" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'17" FOR 76.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,175.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY: THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE WESTERLYMOST CORNER OF SAID LANDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,225.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 27°19'04" FOR 584.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE S 87°02'34" W FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E: THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET: THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'45" FOR 47.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 82°24'47" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°51'48" FOR 7.23 FEET; THENCE N 24°16'36" W FOR 107.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-2

COMMENCING AT AFORESAID POINT "A"; THENCE S 85°33'43" E FOR 49.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 168.48 FEET; THENCE S 70°54'41" E FOR 39.95 FEET; THENCE N 19°05'19" E FOR 25.00 FEET; THENCE N 70°54'41" W FOR 4.50 FEET; THENCE N 15°53'39" W FOR 2.75 FEET; THENCE N 74°37'50" E FOR 215.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 27.38 FEET; THENCE N 83°32'43" E FOR 207.87 FEET; THENCE S 53°36'53" E FOR 41.23 FEET; THENCE N 36°23'07" E FOR 25.00 FEET; THENCE N 53°37'07" W FOR 4.90 FEET; THENCE N 01°55'24" E FOR 2.52 FEET; THENCE S 88°04'36" E FOR 193.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" FOR 59.69 FEET; THENCE N 88°04'36" W FOR 207.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 20.18 FEET; THENCE S 83°32'43" W FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138,00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 21.47 FEET; THENCE S 74°37'50" W FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 21.45 FEET; THENCE S 65°43'24" W FOR 176.11 FEET TO POINT "B" AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'01" FOR 59.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-3

COMMENCING AT AFORESAID POINT "B"; THENCE S 18°06'26" E FOR 26.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 178.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 17.41 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 17.43 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 16.38 FEET; THENCE S 88°04'36" E FOR 211.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET; THENCE S 01°55'24" W FOR 9.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'42" FOR 14.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°17'14" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'06" FOR 828.26 FEET; THENCE S 65°10'08" W FOR 53.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 33°31'03" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'22" FOR 12.93 FEET; THENCE N 24°16'36" W FOR 3.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 228,083.7 SQUARE FEET OR 5.236 ACRES MORE OR LESS.

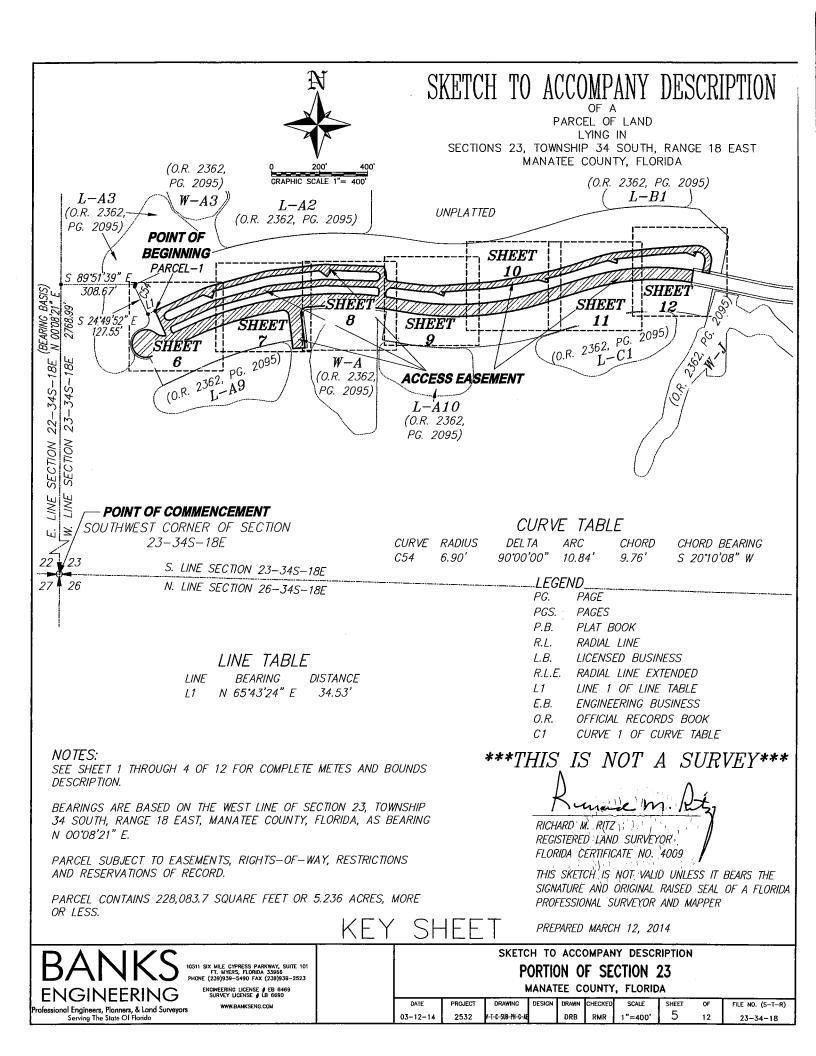
BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

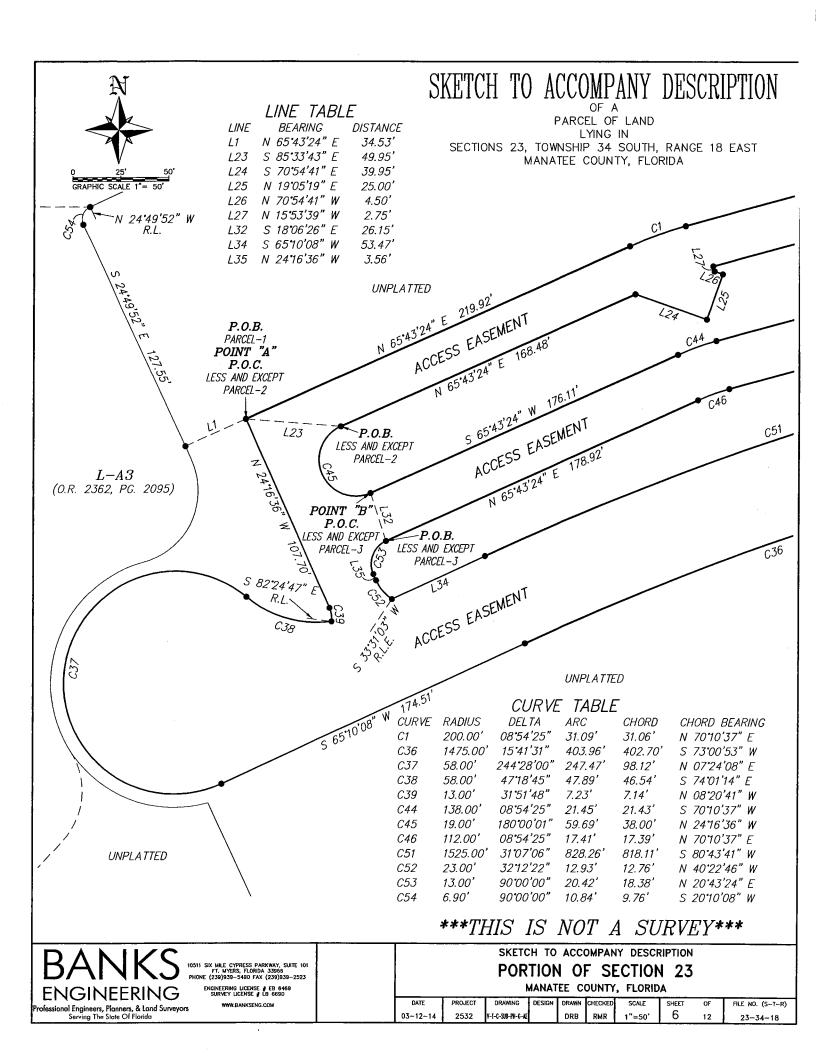
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

MARCH 12, 2014

RICHARD M. RITZ

REGISTERED LAND SURVEYOR





0 25' 50' GRAPHIC SCALE 1"= 50'

SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN
CTIONS 23. TOWNSHIP 34 SOUTH

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE
LINE BEARING DISTANCE
L22 S 87'02'34" W 50.00'

N 83'32'43" E 212.63' **UNPLATTED** N 83'32'43" E 207.87 N 74'37'50" E 224.55' LESS AND EXCEPT PARCEL-2 ACCESS EASEMENT S 83'32'43" W 212.63' N 74'37'50" E 215.99' C43 N 83°32'43" E 212.63' S 74·37'50" W 224.55' LESS AND EXCEPT PARCEL-3 ACCESS EASEMENT N 74:37'50" E 224.55' ACCESS EASEMENT UNPLATTED 07.09'48" C36 **UNPLATTED** CURVE TABLE CURVE RADIUS DELTA ARC CHORD CHORD BEARING 200.00' 08°54'53" 31.12' 31.09 N 79°05'16" E C2 C32 25.00° 91'58'34" 40.13' 35.96' S 38'49'29" W 04°12'21" C33 *425.00*° 31.20' 31.19 S 05'03'37" E 04"12'21" C34 375.00' 27.53 27.52' N 05'03'37" W 91'58'34" N 53'09'05" W C35 25.00 40.13 35.96' 15**°**41′31″ S 73°00'53" W C36 1475.00' 403.96' 402.70 C33 08**'**54'53" N 79°05'16" E 176.00' 27.38' 27.36 C40 138.00' 08**'**54'53" S 79'05'16" W R.L. 21.47 21.45 C43 N 87'02'34" E 08**°**54'53" 17.43' N 79°05'16" E 112.00' 17.41' C47 L-A9L22 31°07'06" 1525.00° 818.11 S 80'43'41" W C51 828.26' (O.R. 2362, PG. 2095) ***THIS IS NOT A SURVEY***

BANKS

ENGINEERING

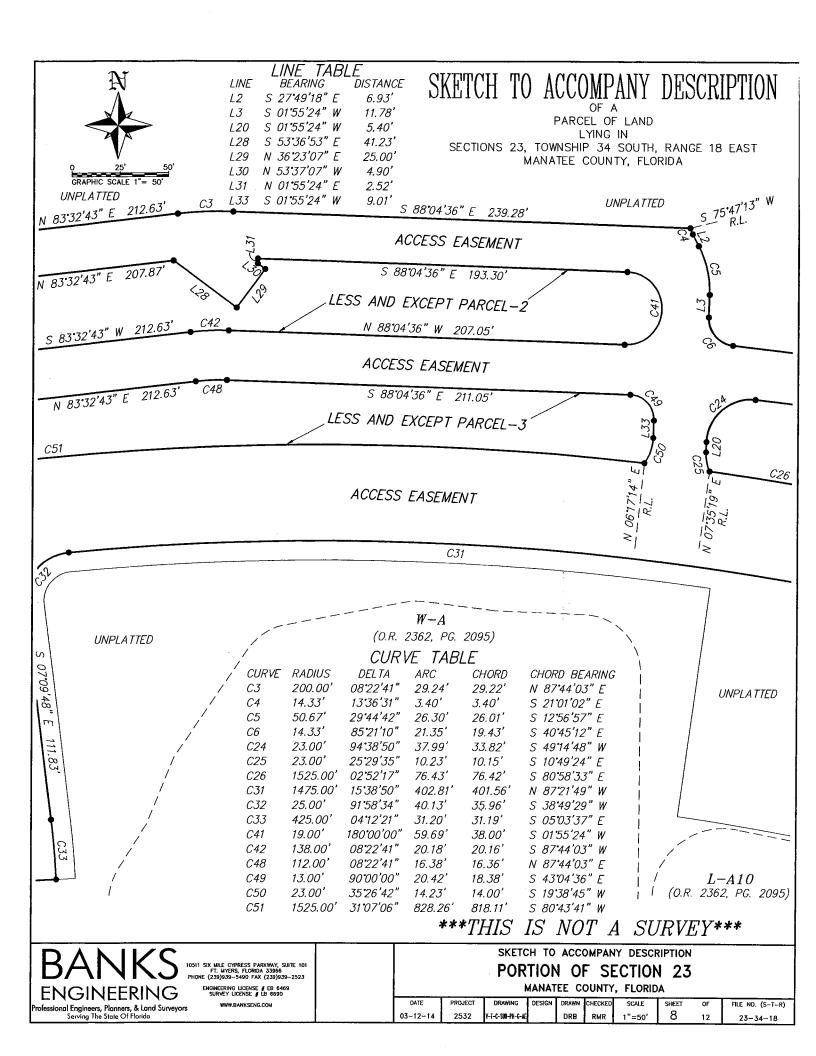
Professional Engineers, Planners, & Land Surveyors
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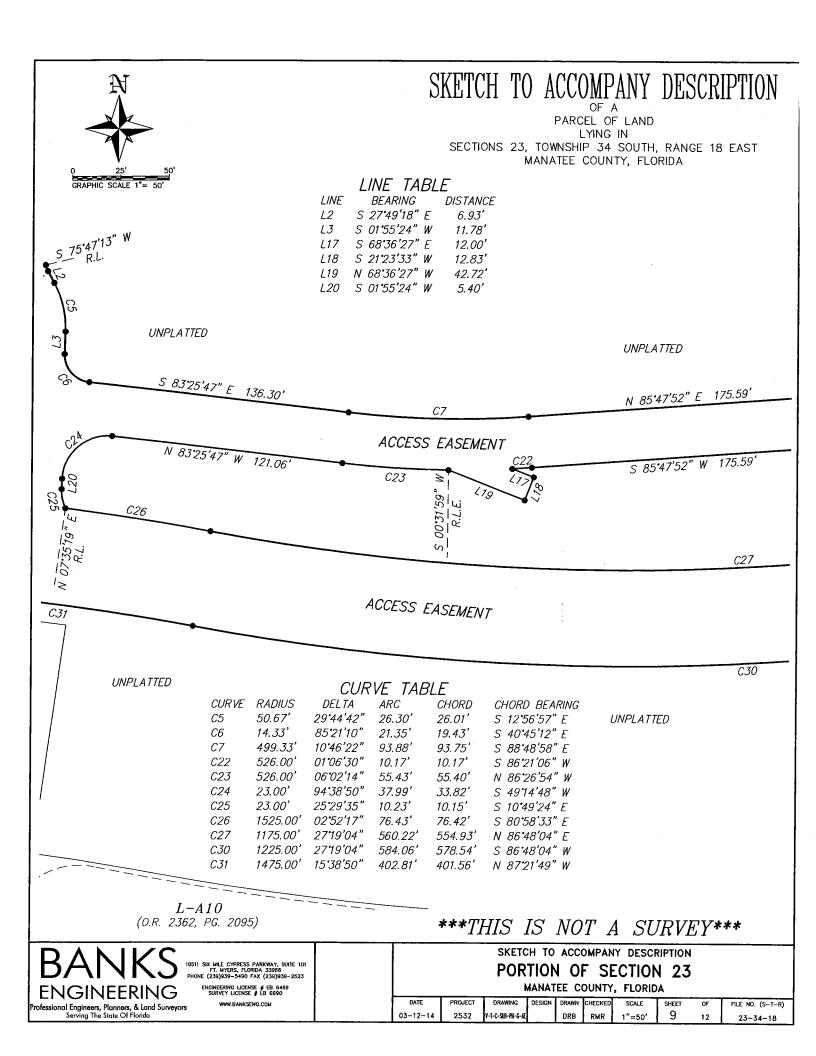
10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

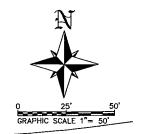
ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

·						,			
DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
03-12-14	2532	Y-T-C-SUB-PH-G-AE		DRB	RMR	1"=50'	7	12	23-34-18

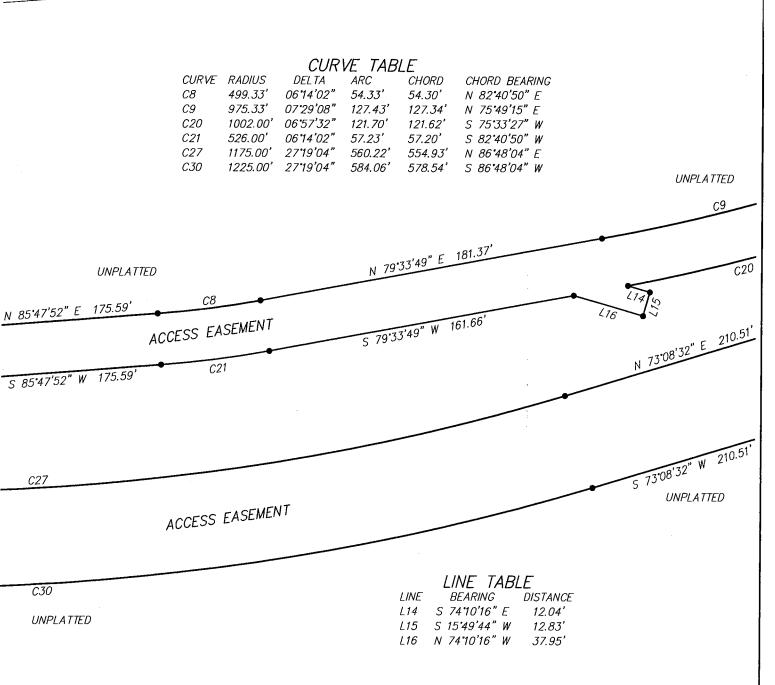






SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



THIS IS NOT A SURVEY

BANKS

ENGINEERING

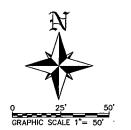
Professional Engineers, Planners, & Land Surveyors
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10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURWEY LICENSE # LB 6690 PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 03-12-14
 2532
 Y-I-C-508-NI-C-K
 DRB
 RMR
 1"=50"
 10
 12
 23-34-18

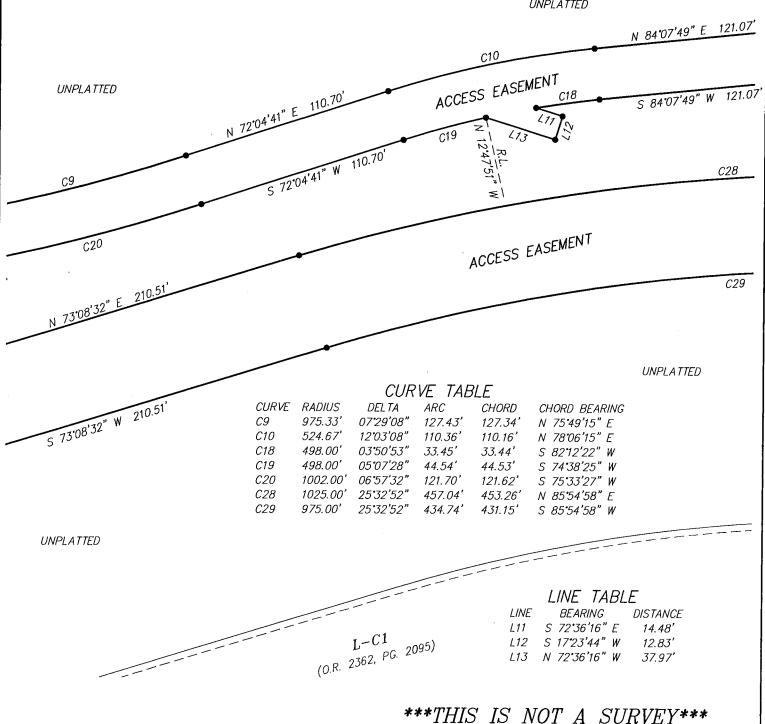


SKETCH TO ACCOMPANY DESCRIPTION

PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

UNPLATTED

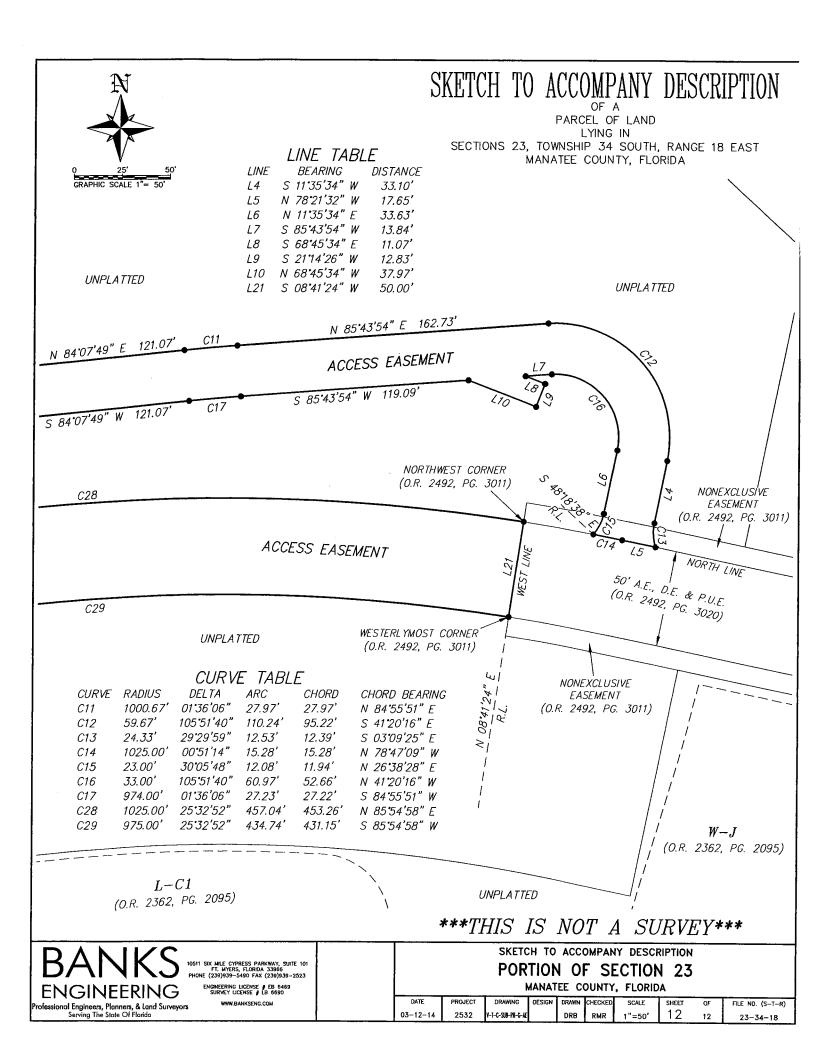


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10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATÉ	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	0F	FILE NO. (S-T-R)
03-12-14	2532	V-T-C-SUB-PH-G-AE		DRB	RMR	1"=50'	11	12	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

SHEET 1 OF 7

• SERVING THE STATE OF FLORIDA •

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET; THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68,00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET: THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

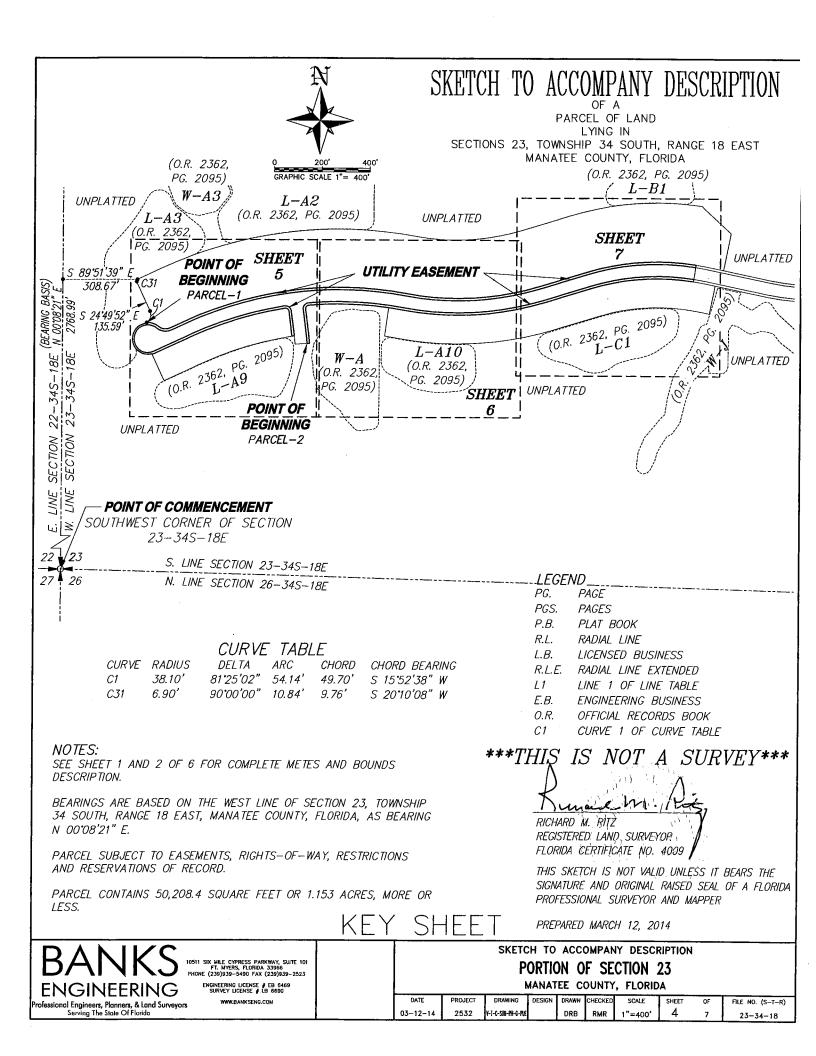
BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

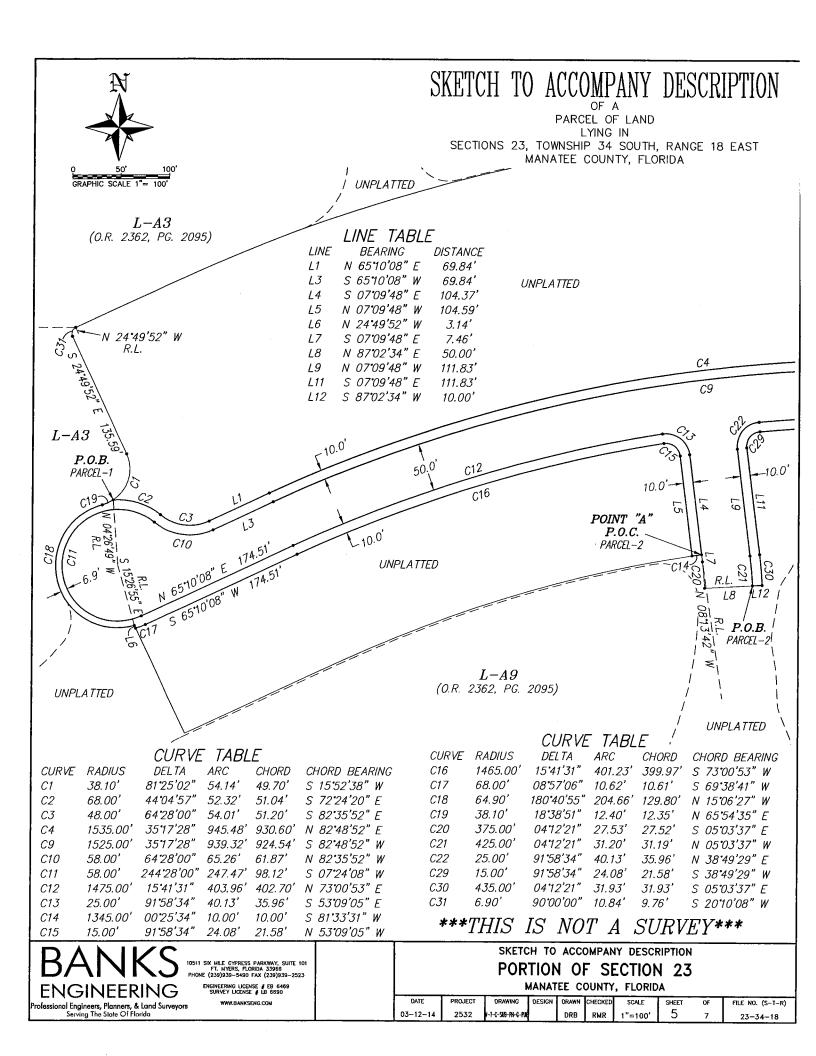
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

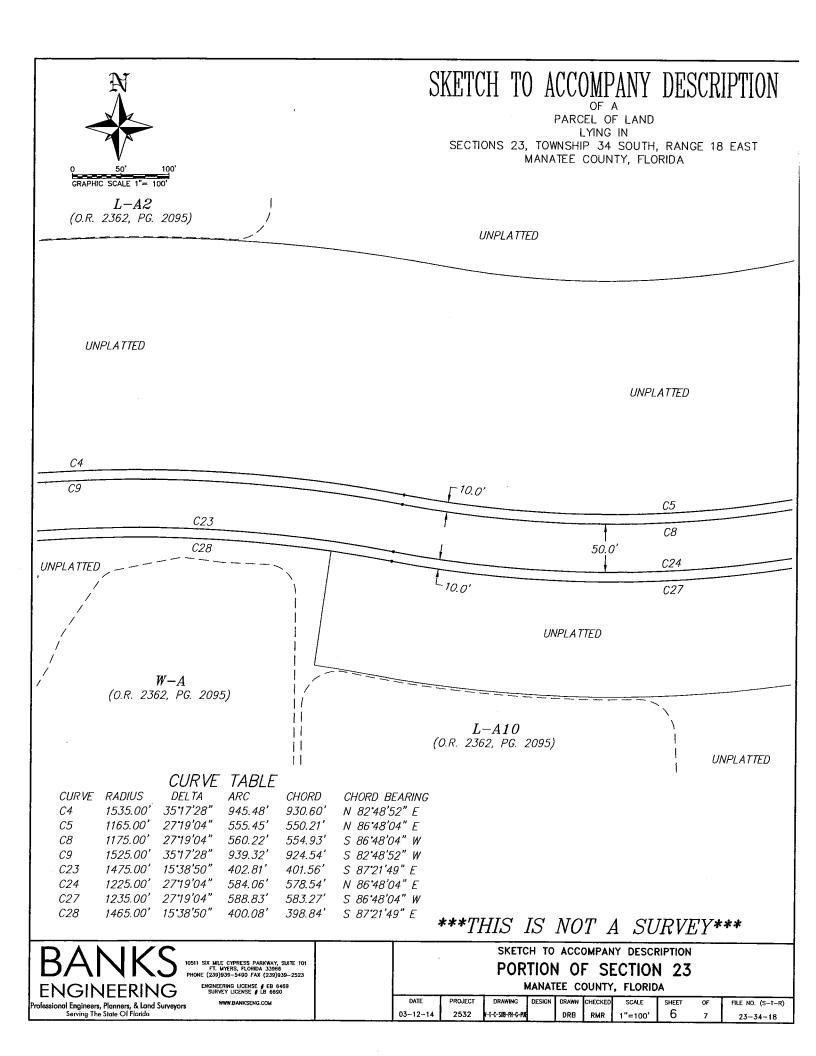
MARCH 12, 2014

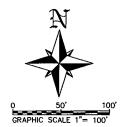
RICHARD M. RITZ REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO 4009









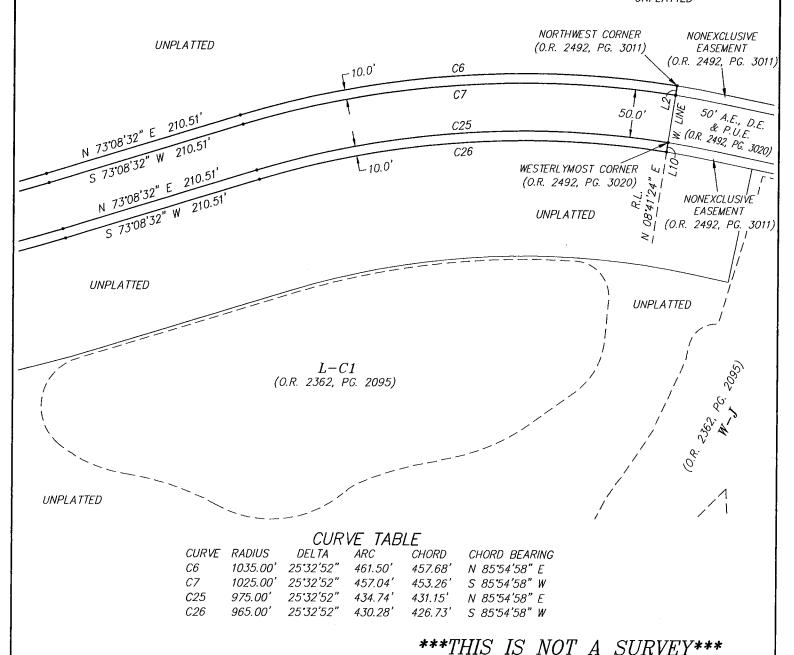
SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

LINE TABLE

LINE BEARING DISTANCE L2 S 08'41'24" W 10.00' L10 S 08'41'24" W 10.00'

UNPLATTED



BANKS ENGINEERING Professional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6590

WWW.BANKSENG.COM

PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

03-12-14 2532 4-1-6-XB-PH-6-RB DRB RMR 1"=100' 7 7 23-34-18	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
	03-12-14	2532	V-T-C-SUB-PH-G-PUE		DRB	RMR	1"=100'	7	7	23-34-18

Prepared by and return to: Charles Mann, Esquire Pavese Law Firm 1833 Hendry Street Fort Myers, Florida 33901

GRANT OF EASEMENT Irrigation

THIS EASEMENT, made and executed this <u>24</u> day of September, 2014, by and between **LENNAR HOMES**, **LLC**, a Florida limited liability company, hereinafter called "Grantor", and **HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT**, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 06-71, hereinafter called "Grantee."

WITNESSETH:

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants in perpetuity to Grantee, its successors or assigns, a nonexclusive easement for irrigation purposes, over and across the property described in Exhibit "A" (the "Easement Area"), which is attached hereto and incorporated herein. The irrigation easement granted herein shall include the purposes of operating and maintaining all irrigation facilities, on, over, across and through the Easement Area, together with the right of ingress and egress over, across, upon, and through the Easement Area for purposes of effectuating this grant of Easement, as well as any necessary construction, maintenance, repair, installation, or reconstruction of any irrigation facilities which are deemed necessary or desirable by the Grantee.

Grantor hereby represents that it owns fee simple title to the Easement Area and that this Easement is intended to run with the land, be binding upon the Grantor, and all future owners of the Easement Area and shall inure to the benefit of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused the same to be executed by its representatives, thereunto duly authorized, on the day and year first above written.

[Remainder of page intentionally left blank]

Signed, sealed and delivered in our presence:	
First Witness Printed name:	Lenna Homes, LLC, a Florida limited iability company,
Second Witness Printed name:	By: Darin McMurray, Vice President
STATE OF FLORIDA COUNTY OF LEE	
	knowledged before me this 4 day of Septembers day of Lennar Homes, LLC, a Florida limited any. He is personally known to me.
(Affix Seal)	NOTARY PUBLIC CONTROL OF THE PUBLIC CONTROL
DEANNA J. CRAFT Commission # FF 000946 Expires July 20, 2017 Bonded Thru Troy Fain Insurance 800.385.7019	



DESCRIPTION OF A PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I, SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804; THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

SERVING THE STATE OF FLORIDA

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

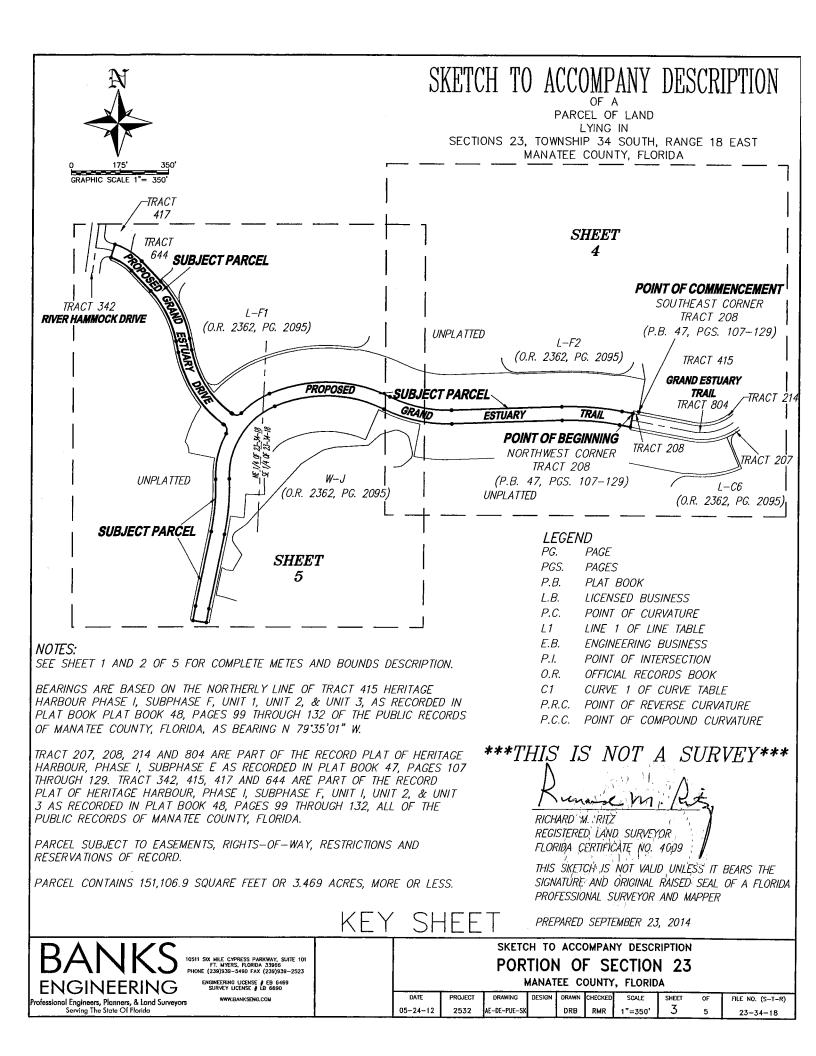
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

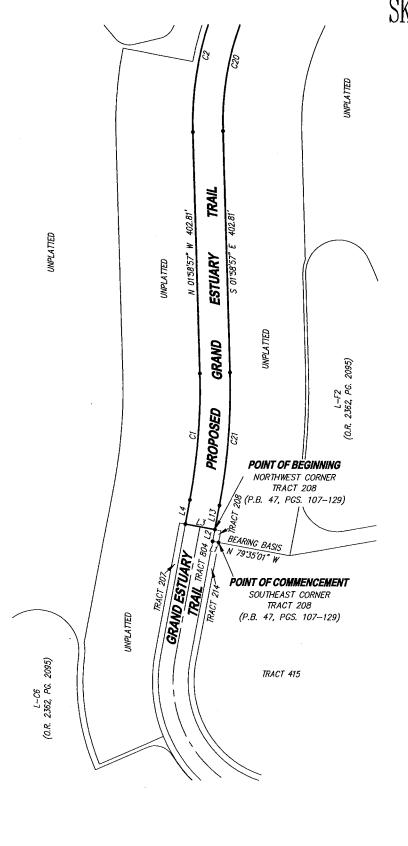
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

RICHARD M. RITZ REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009

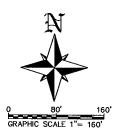




SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00'
L2	N 10'24'59" E	20.00'
L3	N 79'35'01" W	50.00'
L4	N 10'24'59" E	40.74
L13	S 10'24'59" W	40.74'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	975.00'	12'23'56"	210.99'	210.58'	N 04'13'01" E
C2	530.00	27'47'23"	257.06'	254.55	N 11'54'44" E
C20	480.00'	27'47'23"	232.81'	230.54'	S 11'54'44" W
C21	1025.00'	12'23'56"	221.81	221.38'	S 04"13"01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

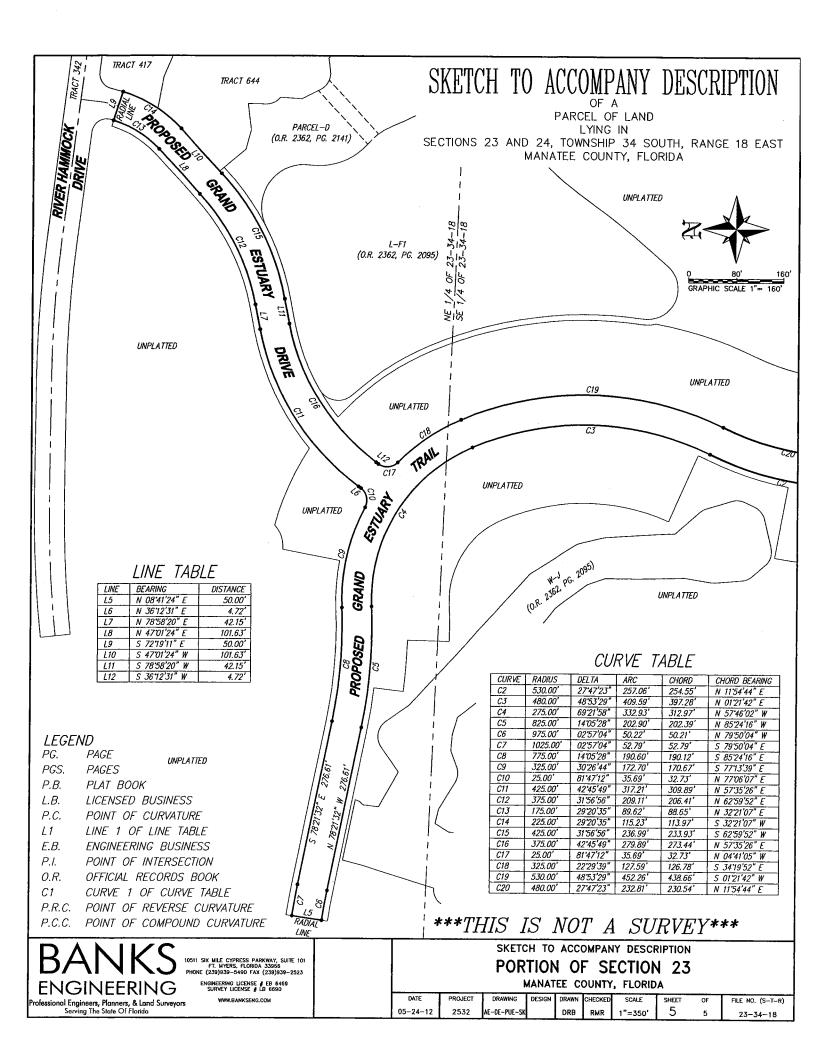
BANKS 10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYRES, FLORIDA, 37986 PHONE (2.39)9339–3490 FAX (239)9339–25233 ENGINEERING UCENSE & EB 6469 SURVEY LICENSE & LB 6490 SURVEY LICENSE & LB 6490 SURVEY LICENSE & LB 6490 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

DRAWING DESIGN DRAWN CHECKED SCALE SHEET OF FILE

ı	DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
	05-24-12	2532	AE-DE-PUE-SK		DRB	RMR	1"=350'	4	5	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242.23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.60 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

SERVING THE STATE OF FLORIDA

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET; THENCE N 08°41'24" E FOR 10.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT** "A"; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15,00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

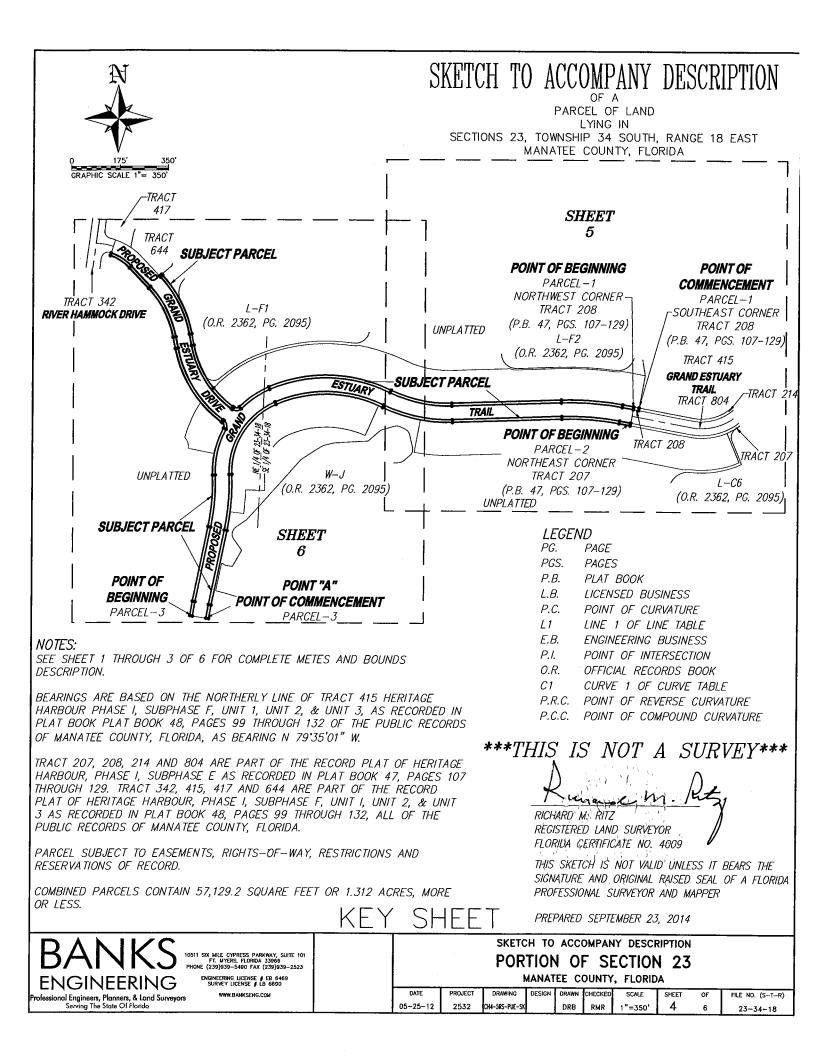
COMBINED PARCELS CONTAIN 57,129.2 SQUARE FEET OR 1.312 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

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

SEPTEMBER 23, 2014.

RICHARD M. RITZ
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO. 4009

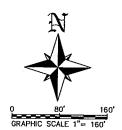


TRAIL 01.58,27 ESTUARY L–F2 . 2362, PG. 2095) GRAND 28 **POINT OF BEGINNING** PARCEL-1 NORTHWEST CORNER TRACT 208 (P.B. 47, PGS. 107-129) TRACT 208 POINT OF BEGINNING NORTH LINE N 79'35'01" W BEARING BASIS PARCEL-2 TRACT 415 NORTHEAST CORNER TRACT 207 POINT OF COMMENCEMENT (P.B. 47, PGS. 107-129) PARCEL-1 SOUTHEAST CORNER TRACT 208 (P.B. 47, PGS. 107-129) L-C6 (O.R. 2362, PG. 2095) TRACT 415

SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00
Ĺ2	N 10'24'59" E	20.00'
L3	N 10'24'59" E	40.74'
L11	S 10'24'59" W	40.74'
L12	N 79'35'01" W	10.00'
L13	N 79'35'01" W	50.00'
L14	N 79'35'01" W	10.00
L15	N 10'24'59" E	40.74
L17	S 10°24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1025.00	12'23'56"	221.81'	221.38'	N 0473'01" E
C2	480.00'	27'47'23"	232.81'	230.54	N 11'54'44" E
C15	470.00'	27'47'23"	227.96'	225.73'	S 11'54'44" W
C16	1035.00°	12'23'56"	223.98'	223.54'	S 0473'01" W
C17	965.00'	12'23'56"	208.83*	208.42'	N 04'13'01" E
C18	540.00'	27'47'23"	261.91	259.35'	N 11'54'44" E
C27	530.00	27'47'23"	257.06	254.55'	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58	S 0473'01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION
O.R. OFFICIAL RECORDS BOOK

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

BANKS

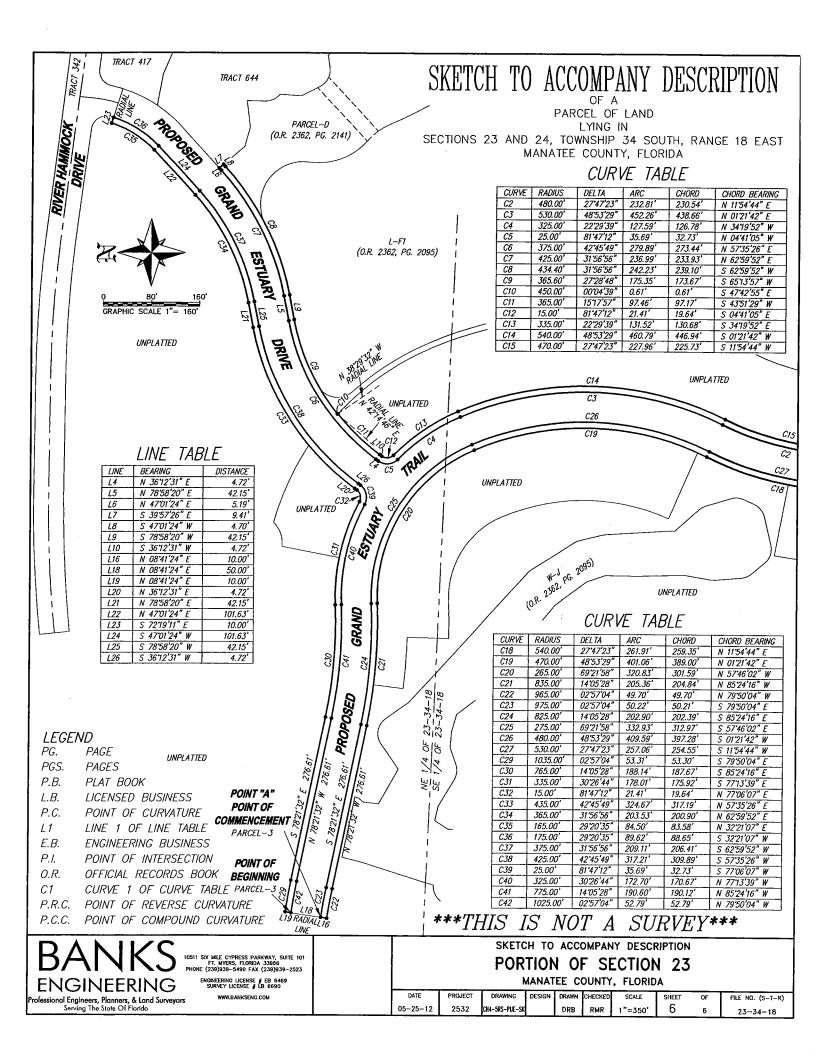
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ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM SKETCH TO ACCOMPANY DESCRIPTION
PORTION OF SECTION 23
MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
05-25-12	2532	CH4-5RS-PUE-SK		DRB	RMR	1"=350'	5	6	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 127.55 FEET; THENCE N 65°43'24" E FOR 34.53 FEET TO POINT "A" AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 65°43'24" E FOR 219.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 31.09 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 31.12 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 29.24 FEET; THENCE S 88°04'36" E FOR 239.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS'S 75°47'13" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'31" FOR 3.40 FEET; THENCE S 27°49'18" E FOR 6.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'42" FOR 26.30 FEET; THENCE S 01°55'24" W FOR 11.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'10" FOR 21.35 FEET; THENCE S 83°25'47" E FOR 136.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'22" FOR 93.88 FEET; THENCE N 85°47'52" E FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 54.33 FEET; THENCE N 79°33'49" E FOR 181.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°29'08" FOR 127.43 FEET;

SHEET 1 OF 12

SERVING THE STATE OF FLORIDA

THENCE N 72°04'41" E FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 524.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'08" FOR 110.36 FEET; THENCE N 84°07'49" E FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.97 FEET; THENCE N 85°43'54" E FOR 162.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.67 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 110.24 FEET; THENCE S 11°35'34" W FOR 33.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°29'59" FOR 12.53 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 78°21'32" W ALONG SAID NORTH LINE FOR 17.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'14" FOR 15.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 48°18'38" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'48" FOR 12.08 FEET; THENCE N 11°35'34" E FOR 33.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 60.97 FEET; THENCE S 85°43'54" W FOR 13.84 FEET: THENCE S 68°45'34" E FOR 11.07 FEET; THENCE S 21°14'26" W FOR 12.83 FEET; THENCE N 68°45'34" W FOR 37.97 FEET; THENCE S 85°43'54" W FOR 119.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 974.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.23 FEET; THENCE S 84°07'49" W FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°50'53" FOR 33.45 FEET; THENCE S 72°36'16" E FOR 14.48 FEET; THENCE S 17°23'44" W FOR 12.83 FEET; THENCE N 72°36'16" W FOR 37.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 12°47'51" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'28" FOR 44.54 FEET; THENCE S 72°04'41" W FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,002.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'32" FOR 121.70 FEET; THENCE S 74°10'16" E FOR 12.04 FEET; THENCE S 15°49'44" W FOR 12.83 FEET; THENCE N 74°10'16" W FOR 37.95 FEET; THENCE S 79°33'49" W FOR 161.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 57.23 FEET; THENCE S 85°47'52" W FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'30" FOR 10.17 FEET; THENCE S 68°36'27" E FOR 12.00 FEET; THENCE S 21°23'33" W FOR 12.83 FEET; THENCE N 68°36'27" W FOR 42.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 00°31'59" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'14" FOR 55.43 FEET; THENCE N 83°25'47" W FOR 121.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°38'50" FOR 37.99 FEET; THENCE S 01°55'24" W FOR 5.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'35" FOR 10.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°35'19" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'17" FOR 76.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,175.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE WESTERLYMOST CORNER OF SAID LANDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,225.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 27°19'04" FOR 584.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE S 87°02'34" W FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'45" FOR 47.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 82°24'47" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°51'48" FOR 7.23 FEET; THENCE N 24°16'36" W FOR 107.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-2

COMMENCING AT AFORESAID POINT "A"; THENCE S 85°33'43" E FOR 49.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 168.48 FEET: THENCE S 70°54'41" E FOR 39.95 FEET; THENCE N 19°05'19" E FOR 25.00 FEET; THENCE N 70°54'41" W FOR 4.50 FEET; THENCE N 15°53'39" W FOR 2.75 FEET; THENCE N 74°37'50" E FOR 215.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 27.38 FEET; THENCE N 83°32'43" E FOR 207.87 FEET; THENCE S 53°36'53" E FOR 41.23 FEET; THENCE N 36°23'07" E FOR 25.00 FEET; THENCE N 53°37'07" W FOR 4.90 FEET; THENCE N 01°55'24" E FOR 2.52 FEET; THENCE S 88°04'36" E FOR 193.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" FOR 59.69 FEET; THENCE N 88°04'36" W FOR 207.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 20.18 FEET; THENCE S 83°32'43" W FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 21.47 FEET; THENCE S 74°37'50" W FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 21.45 FEET; THENCE S 65°43'24" W FOR 176.11 FEET TO POINT "B" AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'01" FOR 59.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-3

COMMENCING AT AFORESAID POINT "B"; THENCE S 18°06'26" E FOR 26.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 178.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 17.41 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 17.43 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 16.38 FEET; THENCE S 88°04'36" E FOR 211.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET; THENCE S 01°55'24" W FOR 9.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'42" FOR 14.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°17'14" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'06" FOR 828.26 FEET; THENCE S 65°10'08" W FOR 53.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 33°31'03" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'22" FOR 12.93 FEET; THENCE N 24°16'36" W FOR 3.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 228,083.7 SQUARE FEET OR 5.236 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

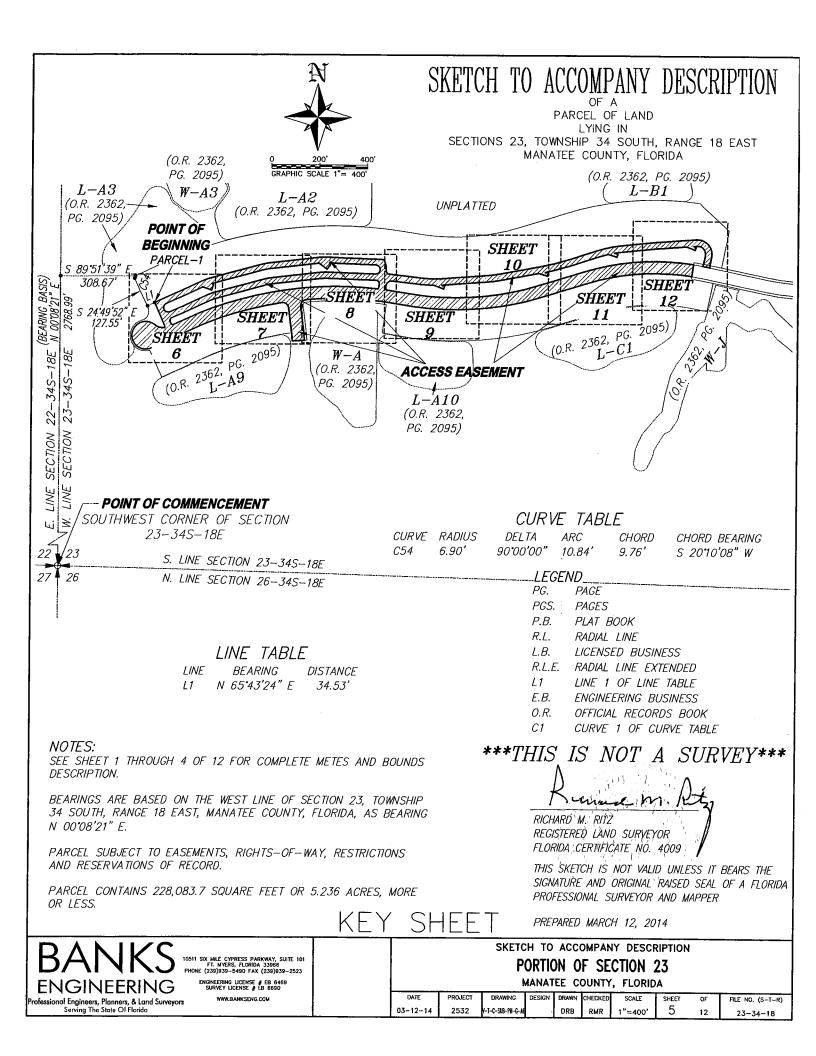
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

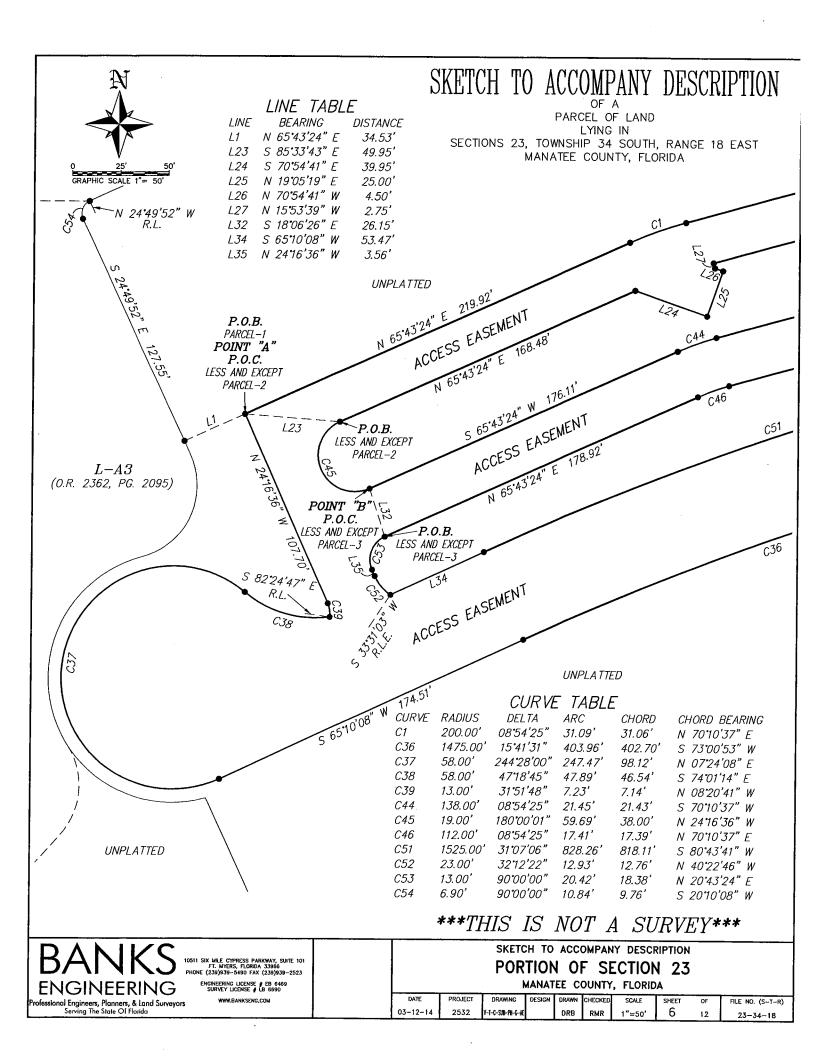
MARCH 12, 2014

RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009





0 25' 50' GRAPHIC SCALE 1"= 50'

SKETCH TO ACCOMPANY DESCRIPTION

PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE
LINE BEARING DISTANCE
L22 S 87'02'34" W 50.00'

N 83°32'43" E 212.63' **UNPLATTED** N 83°32'43" E 207.87' N 74'37'50" E 224.55' C40 LESS AND EXCEPT PARCEL-2 ACCESS EASEMENT S 83'32'43" W 212.63' N 74-37'50" E 215.99' C43 N 83'32'43" E 212.63' s 74'37'50" W 224.55' LESS AND EXCEPT PARCEL-3 ACCESS EASEMENT N 74-37'50" E 224.55' ACCESS EASEMENT UNPLATTED C36 07.09'48" **UNPLATTED** CURVE TABLE CURVE RADIUS DELTA CHORD ARC CHORD BEARING 200.00' 08'54'53" *C2* 31.12' 31.09 N 79°05'16" E C32 25.00' 91°58'34" 40.13 S 38'49'29" W 35.96' 04°12′21" C33 425.00' 31.20' 31.19 S 05'03'37" E 04'12'21" N 05°03'37" W C34 375.00 27.53° 27.52 91**°**58'34" N 53'09'05" W C35 *25.00*′ 40.13' 35.96' 15**°**41′31″ 1475.00' C36 403.96 402.70' S 73'00'53" W N 79'05'16" E 08'54'53" 176.00' C40 27.38 27.36 R.L. 21.47' C43 138.00° 08°54'53" 21.45' S 79'05'16" W N_87'02'34" 08'54'53" 17.43' C47 112.00' 17.41' N 79°05'16" E L-A9L22 1525.00' 31'07'06" C51 828.26 818.11 S 80'43'41" W (O.R. 2362, PG. 2095)

THIS IS NOT A SURVEY

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ENGINEERING

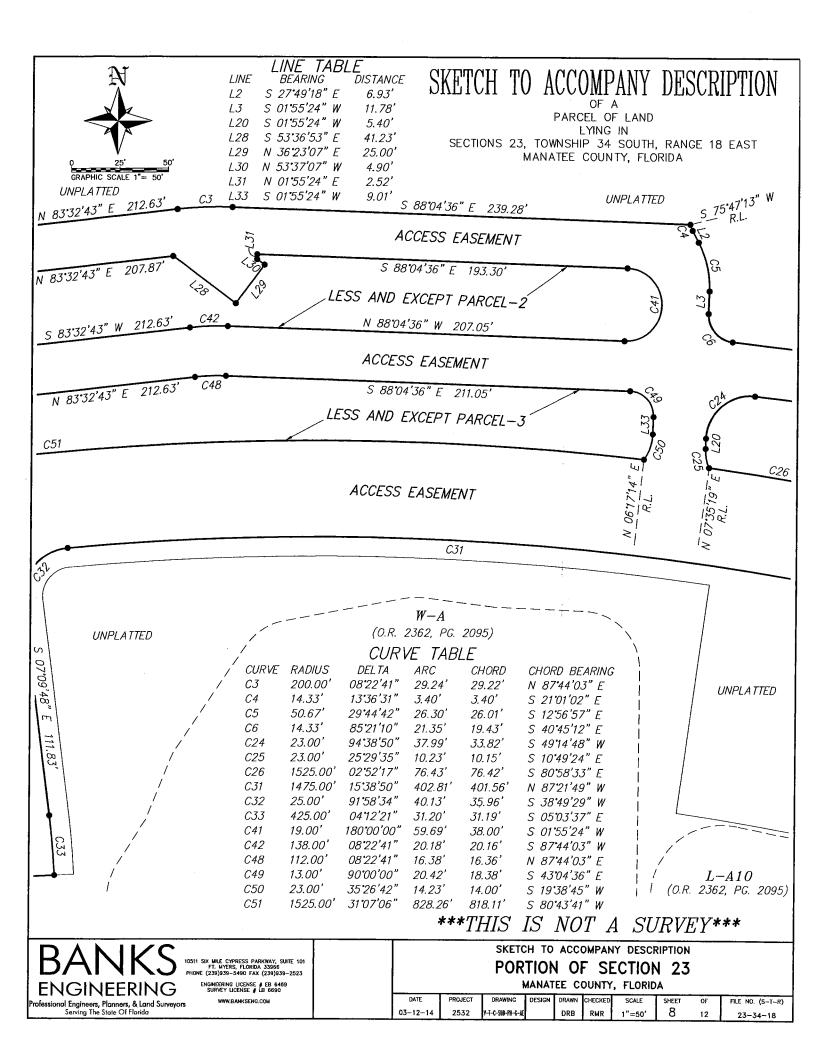
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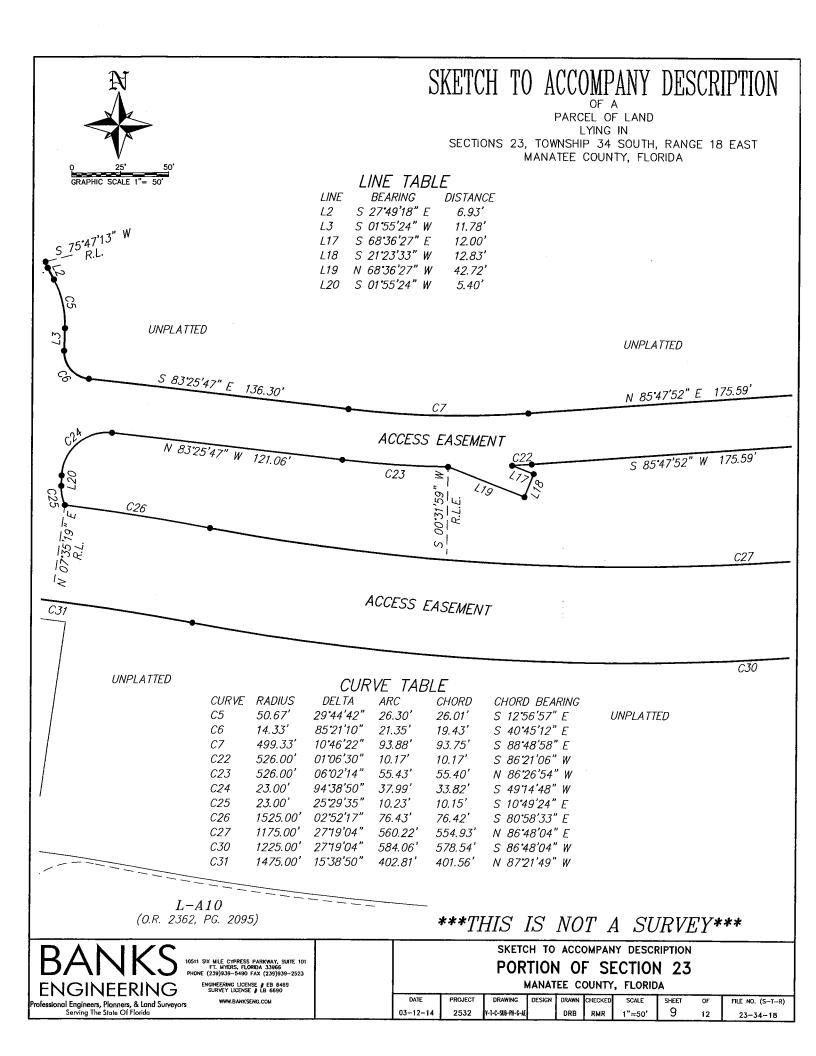
10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

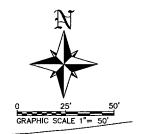
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PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA







SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

CURVE TABLE

CURVE	RADIUS	<i>DELTA</i>	ARC	CHORD	CHORD BEARING
C8	499.33 '	06°14'02"	54.33 '	54.30°	N 82°40'50" E
<i>C9</i>	975.33 '	07 ' 29 ' 08"	127.43	127.34'	N 75°49'15" E
C20	1002.00'	06 ° 57 ' 32"	121.70'	121.62'	S 75°33'27" W
C21	<i>526.00</i> ′	06°14'02"	<i>57.23</i> °	<i>57.20</i> ′	S 82°40′50″ W
C27	11 <i>75.00</i> °	27 ' 19'04"	560.22	554.93°	N 86°48'04" E
C30	1225.00'	27°19'04"	584.06°	<i>578.54</i> '	S 86°48'04" W

N 79°33'49" E 181.37'

S 79'33'49" W 161.66'

UNPLATTED

N 73'08'32" E 210.51'

S 73'08'32" W 210.51'

UNPLATTED

C9_

UNPLATTED

N 85'47'52" E 175.59'

ACCESS EASEMENT

C21

S 85'47'52" W 175.59'

C27

ACCESS EASEMENT

C30

UNPLATTED

LINE TABLE

LINE BEARING DISTANCE L14 S 74"10'16" E 12.04'

L15 S 15'49'44" W 12.83'

L16 N 74°10'16" W 37.95'

THIS IS NOT A SURVEY

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SURVEY UCENSE & LB 6690

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SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 DF
 FILE NO. (S-T-R)

 03-12-14
 2532
 Y-I-C-SIR-PH-C-M
 DRB
 RMR
 1"=50"
 10
 12
 23-34-18

SKETCH TO ACCOMPANY DESCRIPTION PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA GRAPHIC SCALE 1"= 50 **UNPLATTED** N 84'07'49" E 121.07' C10 ACCESS EASEMENT **UNPLATTED** S 84'07'49" W 121.07 N 72'04'41" E 110.70' C28 €1 ACCESS EASEMENT N 73'08'32" E 210.51 C29 **UNPLATTED** CURVE TABLE S 73'08'32" W 210.51' CURVE RADIUS ARCDELTA CHORD CHORD BEARING *C9* 975.33' 07°29'08" 127.43' 127.34' N 75'49'15" E C10 524.67' 12*03'08" 110.36 110.16 N 78'06'15" E C18 498.00' 03°50'53" S 8272'22" W 33.45 33.44' C19 498.00' *05°07'28"* 44.54 44.53' S 74°38'25" W S 75'33'27" W 121.70' 121.62 C20 1002.00 *06*57'32"* 25°32'52" 1025.00' N 85°54'58" E C28 457.04**'** 453.26 25°32'52" C29 975.00' S 85'54'58" W 434.74 431.15' **UNPLATTED** LINE TABLE LINE BEARING DISTANCE L11 S 72*36'16" E 14.48' L-C1(O.R. 2362, PG. 2095) L12 S 17°23'44" W 12.83' L13 N 72'36'16" W 37.97 ***THIS IS NOT A SURVEY*** SKETCH TO ACCOMPANY DESCRIPTION

DATE

03-12-14

PROJECT

2532

V-T-C-SIR-PH-C-A

PORTION OF SECTION 23
MANATEE COUNTY, FLORIDA

FILE NO. (S-T-R)

23-34-18

11

DESIGN DRAWN CHECKED

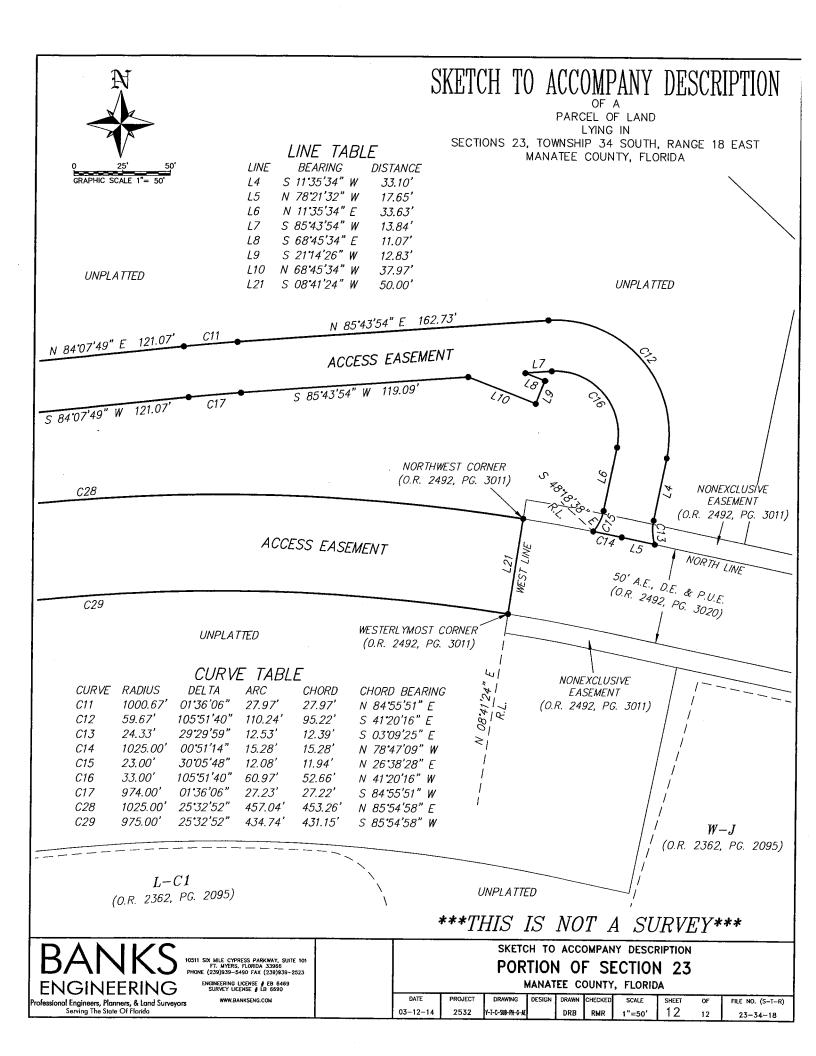
DRB

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

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DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

SHEET 1 OF 7

SERVING THE STATE OF FLORIDA

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET; THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1.475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04". FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET; THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

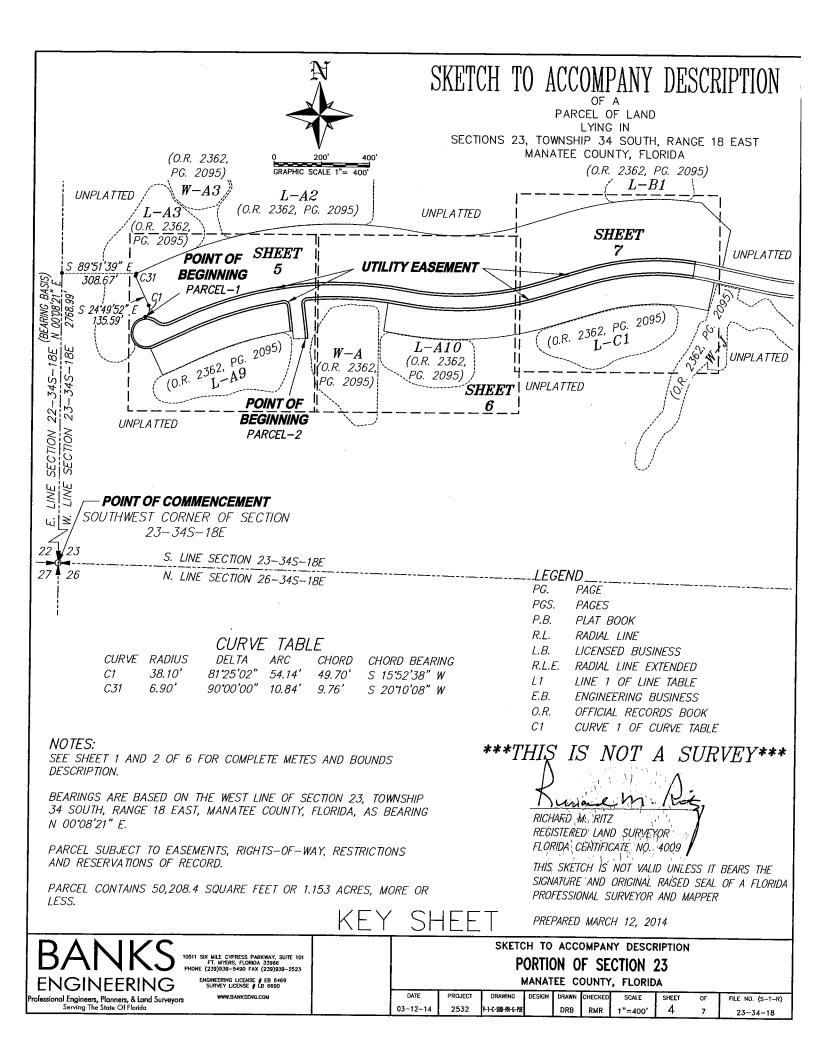
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

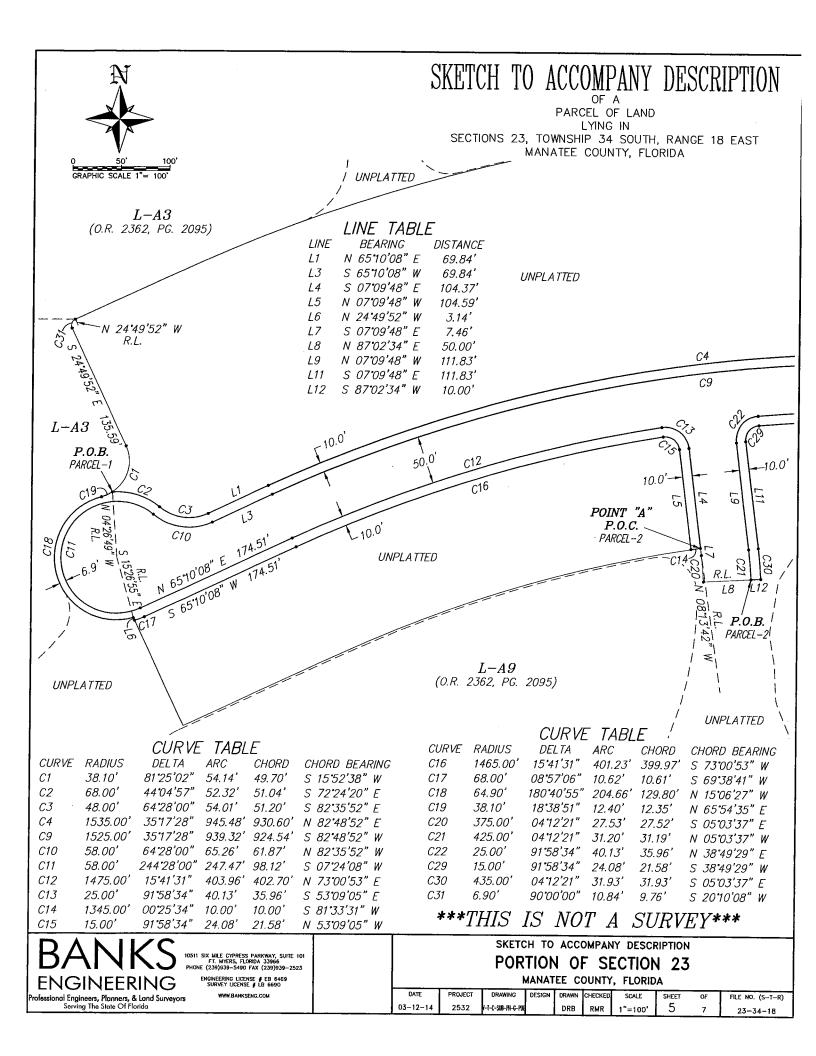
MARCH 12, 2014

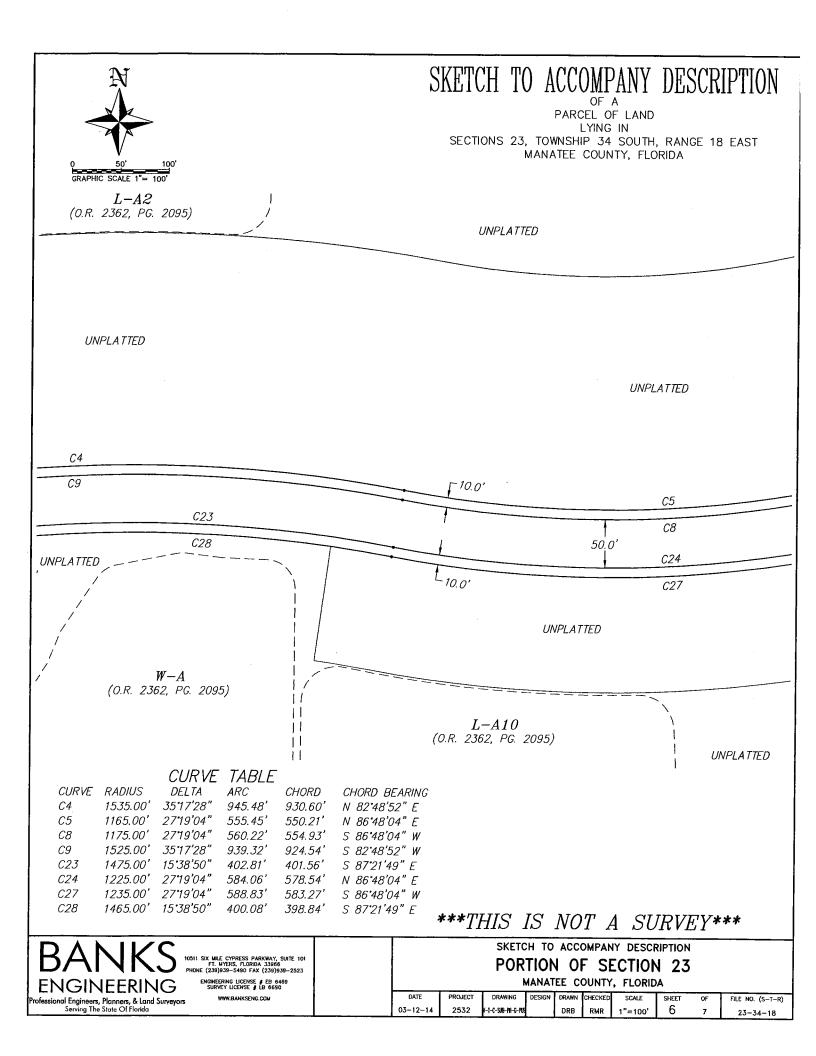
RICHARD M. RITZ

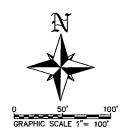
REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO 4009









SKETCH TO ACCOMPANY DESCRIPTION

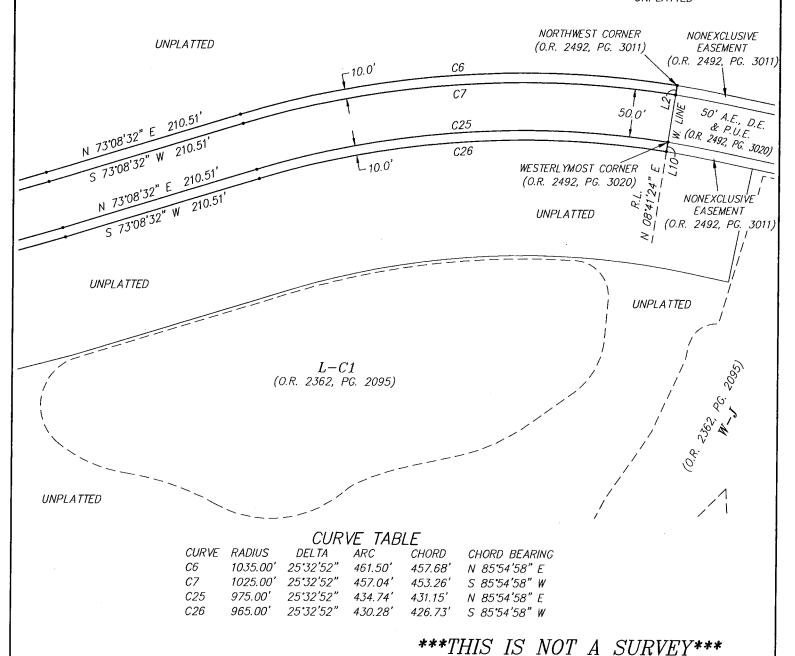
OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE

LINE BEARING DISTANCE
L2 S 08'41'24" W 10.00'
L10 S 08'41'24" W 10.00'

UNPLATTED



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ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # EB 6469
WWW.BANKSENG.COM

PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 03-12-14
 2532
 4-1-5-38-94-78
 DRB
 RMR
 1"=100'
 7
 7
 23-34-18

Prepared by and return to: Charles Mann, Esquire Pavese Law Firm 1833 Hendry Street Fort Myers, Florida 33901

GRANT OF EASEMENT Utility

THIS EASEMENT, made and executed this 24 day of September, 2014, by and between LENNAR HOMES, LLC, a Florida limited liability company, hereinafter called "Grantor", and HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, an independent special district established pursuant to Chapter 190, Florida Statutes, by Manatee County Ordinance Number 06-71, hereinafter called "Grantee."

WITNESSETH:

In consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby grants in perpetuity to Grantee, its successors or assigns, a nonexclusive easement for public utility purposes, over and across the property described in Exhibit "A" (the "Easement Area"), which is attached hereto and incorporated herein. The utility easement granted herein shall include the purposes of operating and maintaining potable water and sewer utility facilities, on, over, across and through the Easement Area, together with the right of ingress and egress over, across, upon, and through the Easement Area for purposes of effectuating this grant of Easement, as well as any necessary construction, maintenance, repair, installation, or reconstruction of any utility facilities which are deemed necessary or desirable by the Grantee. Upon completion of the aforementioned activities, Grantee shall restore the Easement Area to its prior existing condition, subject to any utility improvements.

Grantor hereby represents that it owns fee simple title to the Easement Area and that this Easement is intended to run with the land, be binding upon the Grantor, and all future owners of the Easement Area and shall inure to the benefit of, the successors and assigns of the parties hereto, it being specifically recognized that Grantee may assign and/or convey its easements rights herein, in whole or in part, to Manatee County, Florida.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused the same to be executed by its representatives, thereunto duly authorized, on the day and year first above written.

[Remainder of page intentionally left blank]

Signed, sealed and delivered in our presence:	
First Witness	Lenna Homes, LLC, a Florida limited liability company,
Printed name:	
	By:
Second Witness	Darin McMurray, Vice President
Printed name:	
STATE OF FLORIDA COUNTY OF LEE	
2014 by Darin McMurray as Vice	as acknowledged before me this 24 day of September President of Lennar Homes, LLC, a Florida limited ompany. He is personally known to me.
(Affix Seal)	NOTARY PUBLIC COST

DEANNA J. CRAFT
Commission # FF 000946
Expires July 20, 2017
Bonded Thru Troy Fain Insurance 800-385-7019



Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I. SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804; THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

• SERVING THE STATE OF FLORIDA •

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET: THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

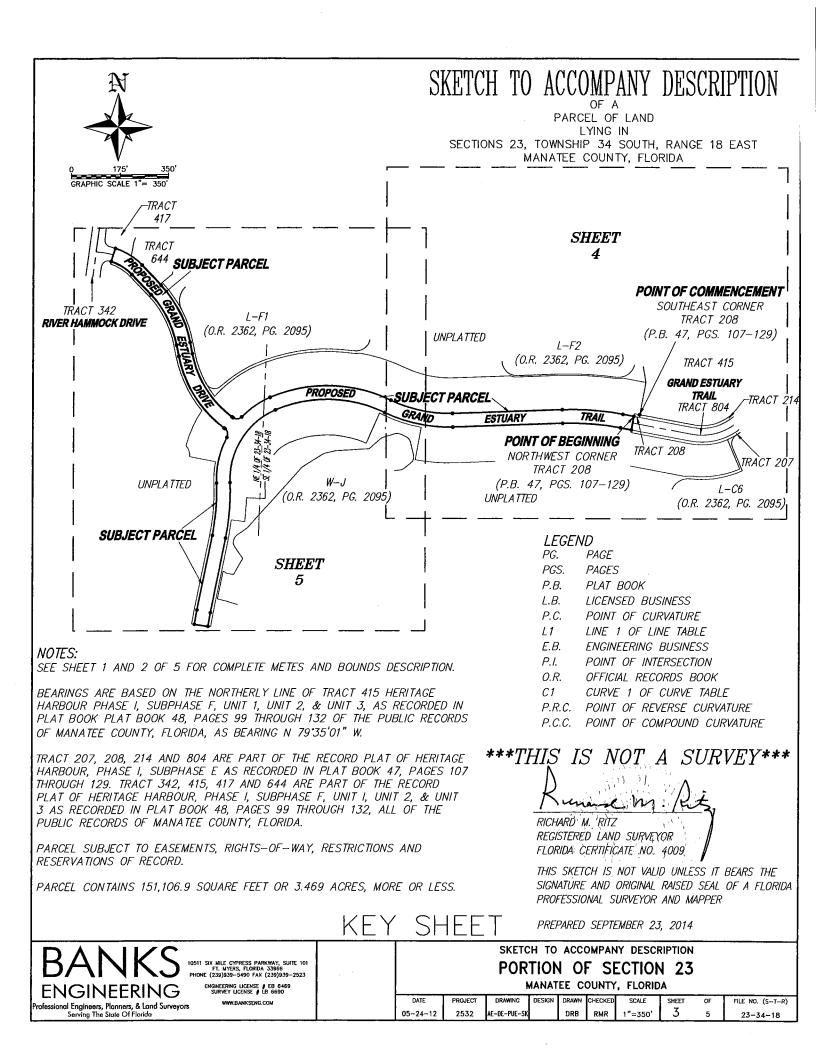
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

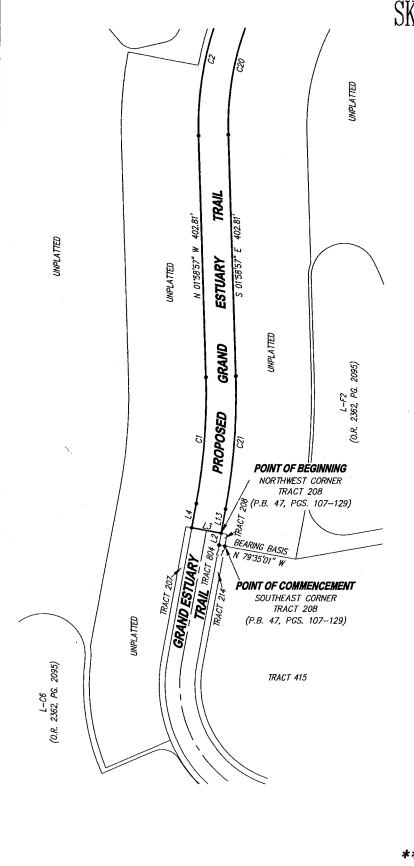
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

RICHARD M. RITZ
REGISTERED LAND SURVE

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. 4009



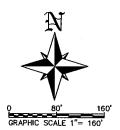


rofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79°35'01" W	10.00'
L2	N 10'24'59" E	20.00'
L3	N 79'35'01" W	50.00'
L4	N 10'24'59" E	40.74
L13	S 10'24'59" W	40.74'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	975.00'	12'23'56"	210.99'	210.58'	N 04'13'01" E
C2	530.00'	27'47'23"	257.06'	254.55'	N 11'54'44" E
C20	480.00'	27'47'23"	232.81	230.54'	S 11'54'44" W
C21	1025.00	12'23'56"	221.81'	221.38'	S 0473'01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION

10511 SIX MILE CYPRESS PARKWAY, SUITE 101

PHONE (239)350—5400 FAX (239)350—2523

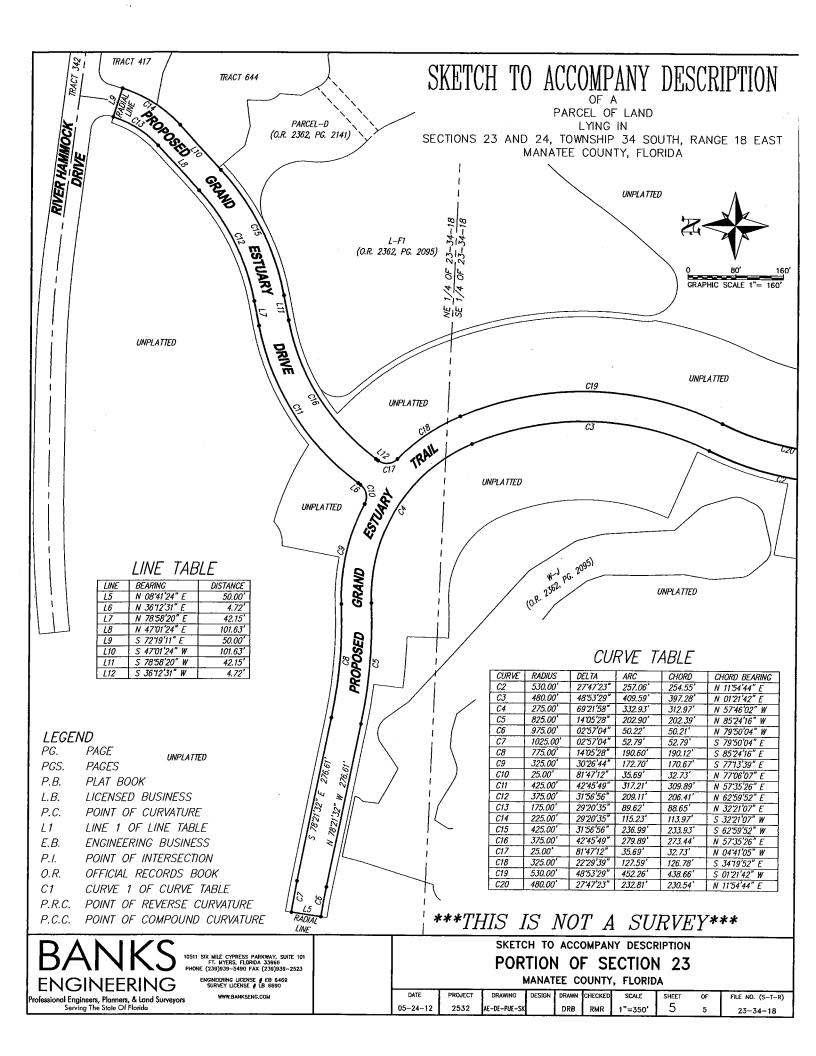
ENGINEERING LICENSE (EB 6499

SURVEY LICENSE (EB 6499

SURVEY LICENSE (LB 6499)

 WWW.BANKSENG.COM
 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWIN
 CHECKED
 SCALE
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 2532
 AE-DE-PUE-SK
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Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED: THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242.23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365,60 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

• SERVING THE STATE OF FLORIDA •

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET; THENCE N 08°41'24" E FOR 10.00 FEET TO **POINT "A"** AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE **POINT OF BEGINNING.**

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT** "A"; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425,00 FEET: THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 57,129.2 SOUARE FEET OR 1.312 ACRES MORE OR LESS.

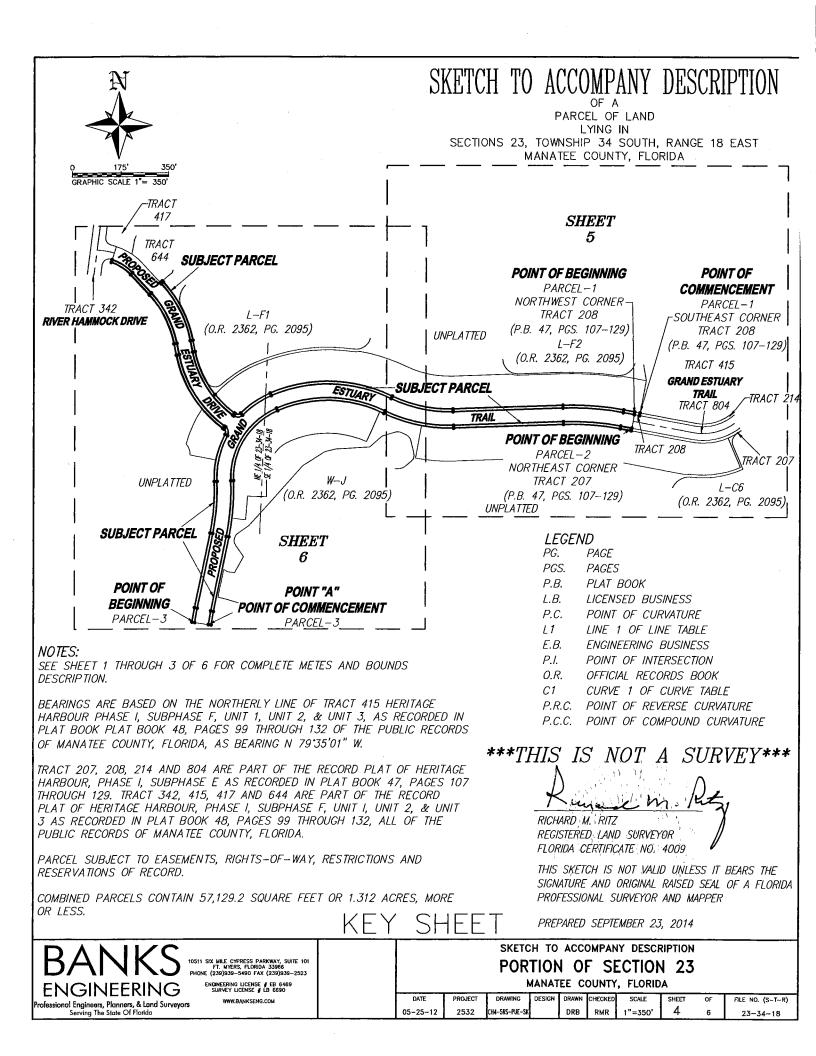
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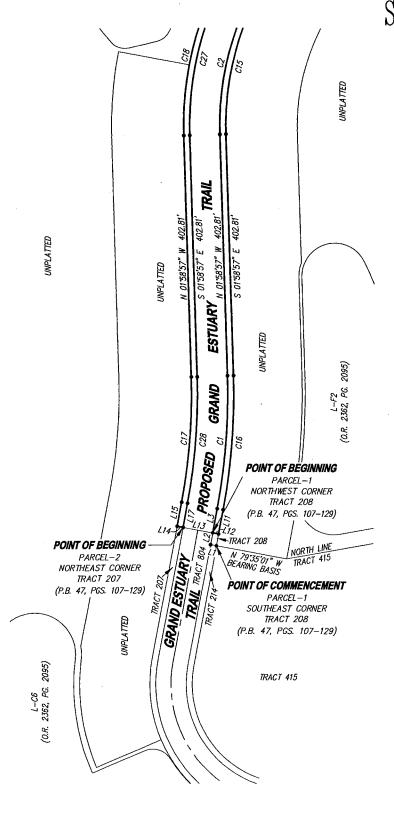
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

e Maria Maria de Para La composição de Para
REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. #009

RICHARD M. RITZ

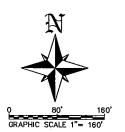




SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00'
L2	N 10°24'59" E	20.00'
L3	N 10'24'59" E	40.74
L11	S 10'24'59" W	40.74
L12	N 79'35'01" W	10.00'
L13	N 79°35'01" W	50.00'
L14	N 79'35'01" W	10.00'
L15	N 10'24'59" E	40.74
L17	S 10'24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1025.00'	12'23'56"	221.81'	221.38'	N 0473'01" E
C2	480.00'	27'47'23"	232.81'	230.54	N 11'54'44" E
C15	470.00'	27.47'23"	227.96	225.73'	S 11'54'44" W
C16	1035.00	12'23'56"	223.98'	223.54	S 0473'01" W
C17	965.00'	12'23'56"	208.83	208.42'	N 04"13"01" E
C18	540.00'	27'47'23"	261.91'	259.35'	N 11'54'44" E
C27	530.00'	27'47'23"	257.06	254.55	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58'	S 0473'01" W

LEGEND

PG. PAGE

PGS. **PAGES**

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION 0.R.

OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

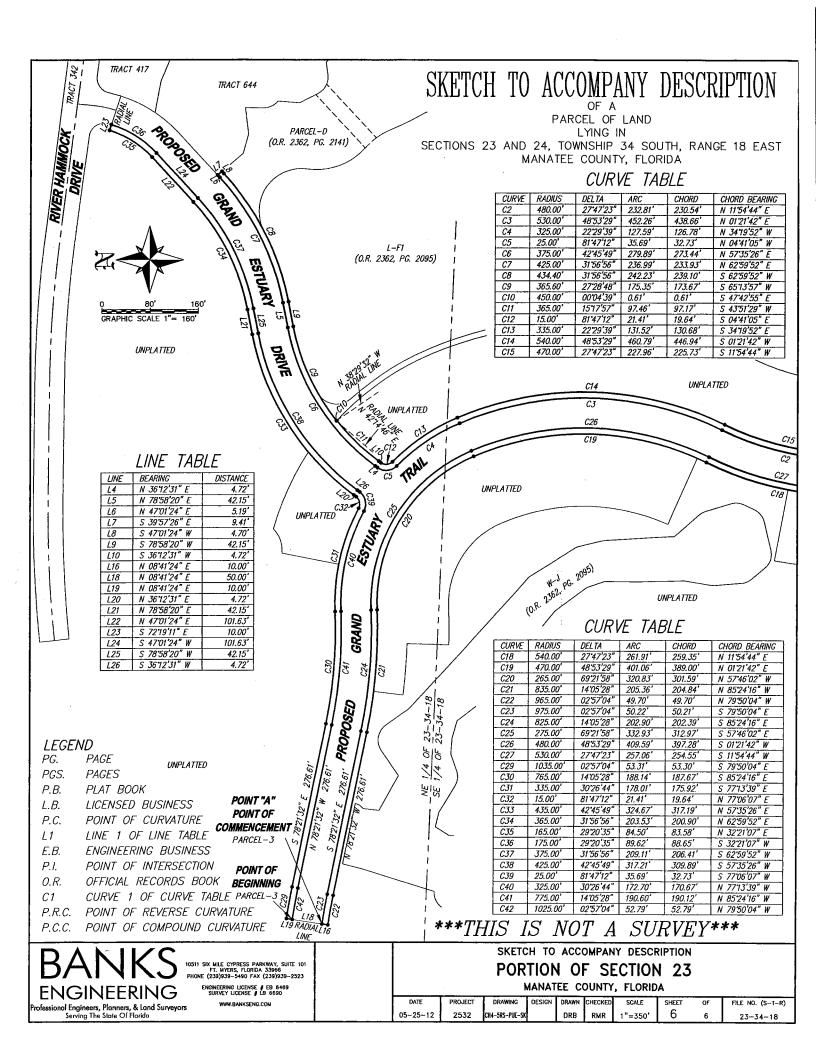
ssional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
05-25-12	2532	CH4-5RS-PUE-SK		DRB	RMR	1"=350'	5	6	23-34-18





Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 127.55 FEET; THENCE N 65°43'24" E FOR 34.53 FEET TO POINT "A" AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 65°43'24" E FOR 219.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 31.09 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 31.12 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 29.24 FEET; THENCE S 88°04'36" E FOR 239.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 75°47'13" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'31" FOR 3.40 FEET; THENCE S 27°49'18" E FOR 6.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'42" FOR 26.30 FEET; THENCE S 01°55'24" W FOR 11.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'10" FOR 21.35 FEET; THENCE S 83°25'47" E FOR 136.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'22" FOR 93.88 FEET; THENCE N 85°47'52" E FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 54.33 FEET: THENCE N 79°33'49" E FOR 181.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°29'08" FOR 127.43 FEET:

SHEET 1 OF 12

SERVING THE STATE OF FLORIDA

THENCE N 72°04'41" E FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 524.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'08" FOR 110.36 FEET; THENCE N 84°07'49" E FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.97 FEET; THENCE N 85°43'54" E FOR 162.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.67 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 110.24 FEET; THENCE S 11°35'34" W FOR 33.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°29'59" FOR 12.53 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 78°21'32" W ALONG SAID NORTH LINE FOR 17.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'14" FOR 15.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 48°18'38" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'48" FOR 12.08 FEET; THENCE N 11°35'34" E FOR 33.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 60.97 FEET; THENCE S 85°43'54" W FOR 13.84 FEET; THENCE S 68°45'34" E FOR 11.07 FEET; THENCE S 21°14'26" W FOR 12.83 FEET; THENCE N 68°45'34" W FOR 37.97 FEET; THENCE S 85°43'54" W FOR 119.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 974.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.23 FEET; THENCE S 84°07'49" W FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°50'53" FOR 33.45 FEET: THENCE S 72°36'16" E FOR 14.48 FEET; THENCE S 17°23'44" W FOR 12.83 FEET; THENCE N 72°36'16" W FOR 37.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 12°47'51" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'28" FOR 44.54 FEET; THENCE S 72°04'41" W FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,002.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'32" FOR 121.70 FEET; THENCE S 74°10'16" E FOR 12.04 FEET; THENCE S 15°49'44" W FOR 12.83 FEET; THENCE N 74°10'16" W FOR 37.95 FEET; THENCE S 79°33'49" W FOR 161.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 57.23 FEET; THENCE S 85°47'52" W FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'30" FOR 10.17 FEET; THENCE S 68°36'27" E FOR 12.00 FEET; THENCE S 21°23'33" W FOR 12.83 FEET; THENCE N 68°36'27" W FOR 42.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 00°31'59" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'14" FOR 55.43 FEET; THENCE N 83°25'47" W FOR 121.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°38'50" FOR 37.99 FEET; THENCE S 01°55'24" W FOR 5.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'35" FOR 10.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°35'19" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'17" FOR 76.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,175.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE WESTERLYMOST CORNER OF SAID LANDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,225.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 27°19'04" FOR 584.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE S 87°02'34" W FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'45" FOR 47.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 82°24'47" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°51'48" FOR 7.23 FEET; THENCE N 24°16'36" W FOR 107.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-2

COMMENCING AT AFORESAID POINT "A"; THENCE S 85°33'43" E FOR 49.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 168.48 FEET; THENCE S 70°54'41" E FOR 39.95 FEET; THENCE N 19°05'19" E FOR 25.00 FEET; THENCE N 70°54'41" W FOR 4.50 FEET; THENCE N 15°53'39" W FOR 2.75 FEET; THENCE N 74°37'50" E FOR 215.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 27.38 FEET: THENCE N 83°32'43" E FOR 207.87 FEET; THENCE S 53°36'53" E FOR 41.23 FEET; THENCE N 36°23'07" E FOR 25.00 FEET; THENCE N 53°37'07" W FOR 4.90 FEET; THENCE N 01°55'24" E FOR 2.52 FEET; THENCE S 88°04'36" E FOR 193.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $180^{\circ}00'00"$ FOR 59.69 FEET; THENCE N $88^{\circ}04'36"$ W FOR 207.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 20.18 FEET; THENCE S 83°32'43" W FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 21.47 FEET; THENCE S 74°37'50" W FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 21.45 FEET; THENCE S 65°43'24" W FOR 176.11 FEET TO POINT "B" AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'01" FOR 59.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-3

COMMENCING AT AFORESAID POINT "B"; THENCE S 18°06'26" E FOR 26.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 178.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 17.41 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 17.43 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 16.38 FEET; THENCE S 88°04'36" E FOR 211.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET; THENCE S 01°55'24" W FOR 9.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'42" FOR 14.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°17'14" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'06" FOR 828.26 FEET; THENCE S 65°10'08" W FOR 53.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 33°31'03" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'22" FOR 12.93 FEET; THENCE N 24°16'36" W FOR 3.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 228,083.7 SQUARE FEET OR 5.236 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

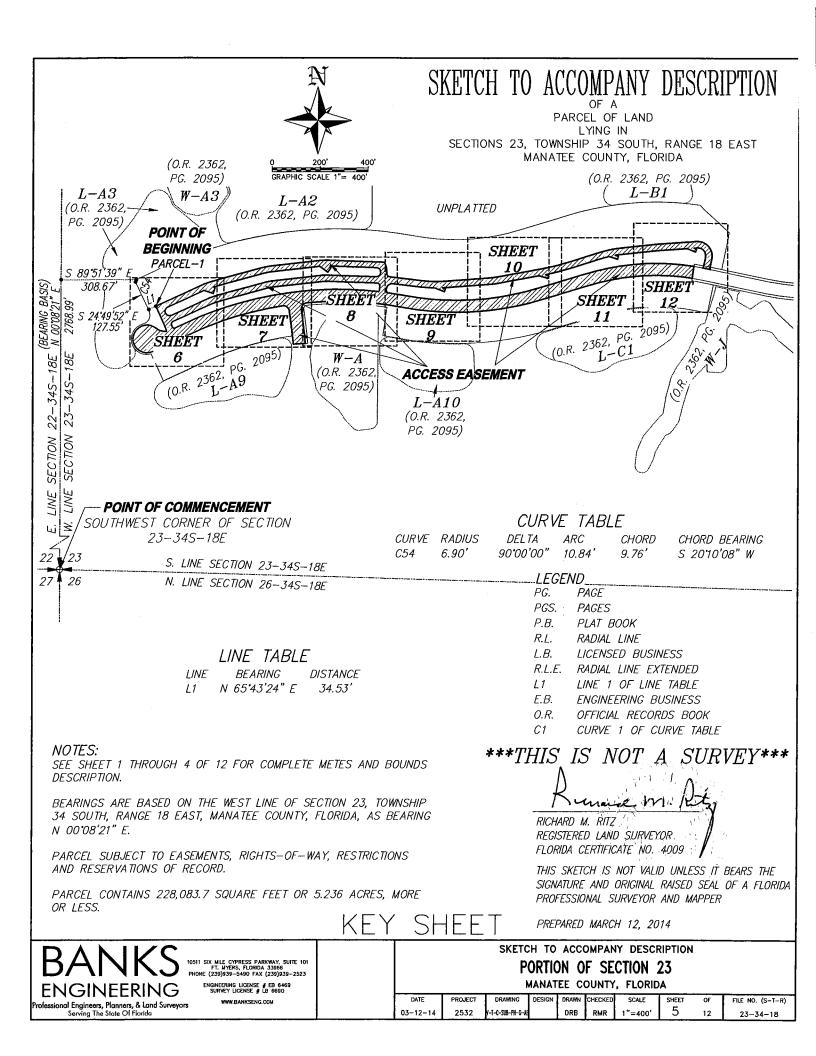
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

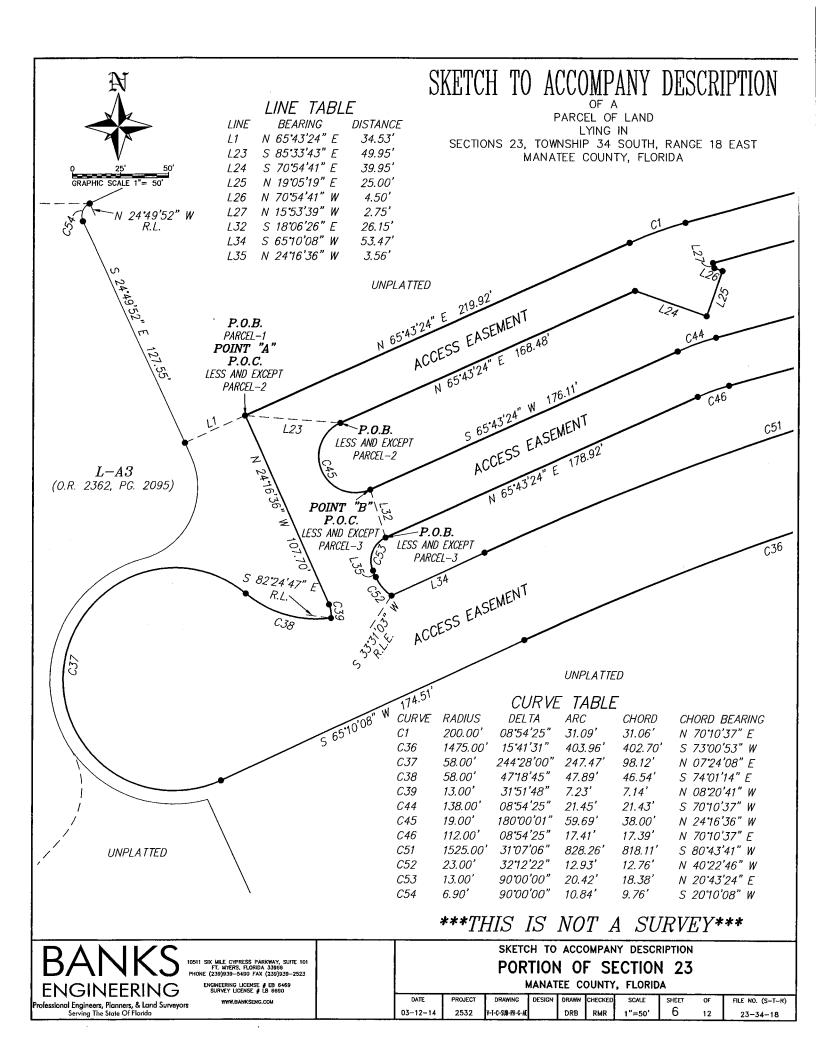
MARCH 12, 2014

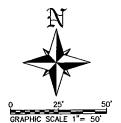
RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009







SKETCH TO ACCOMPANY DESCRIPTION

OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE
LINE BEARING DISTANCE
L22 S 87°02'34" W 50.00'

N 83°32'43" E 212.63' **UNPLATTED** N 83°32′43″ E 207.87′ N 74:37'50" E 224.55' LESS AND EXCEPT PARCEL-2 ACCESS EASEMENT S 83'32'43" W 212.63' N 74'37'50" E 215.99' C43 N 83°32'43" E 212.63 S 74.37'50" W 224.55' C47 LESS AND EXCEPT PARCEL-3 ACCESS EASEMENT N 74-37'50" E 224.55' ACCESS EASEMENT UNPLATTED 07'09'48" C36 **UNPLATTED** CURVE TABLE CURVE RADIUS DELTA ARC CHORD CHORD BEARING 83 08*54'53" N 79°05'16" E 200.00' 31.12' 31.09 C2 25.00° 91**°**58′34" 40.13' 35.96' S 38'49'29" W C32 04°12'21" C33 425.00° 31.20' 31.19 S 05'03'37" E 04°12'21" 27.52' C34 375.00° *27.53* ' N 05'03'37" W 25.00' 91*58'34" 40.13' 35.96 N 53'09'05" W C35 15**'**41'31" S 73°00'53" W C36 1475.00' 403.96' 402.70 08*54'53" 176.00' 27.38' 27.36 N 79°05'16" E C40 S 79°05'16" W R.L. 08°54'53" 21.47 21.45 138.00**'** C43 N 87°02'34' 17.43**'** N 79°05'16" E 08*54'53" 17.41 112.00' C47 L-A9L22 31°07'06" 818.11' S 80°43'41" W 828.26' C51 1525.00' (O.R. 2362, PG. 2095) ***THIS IS NOT A SURVEY***

BANKS

nal Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33986 PHONE (239)939-5480 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6880

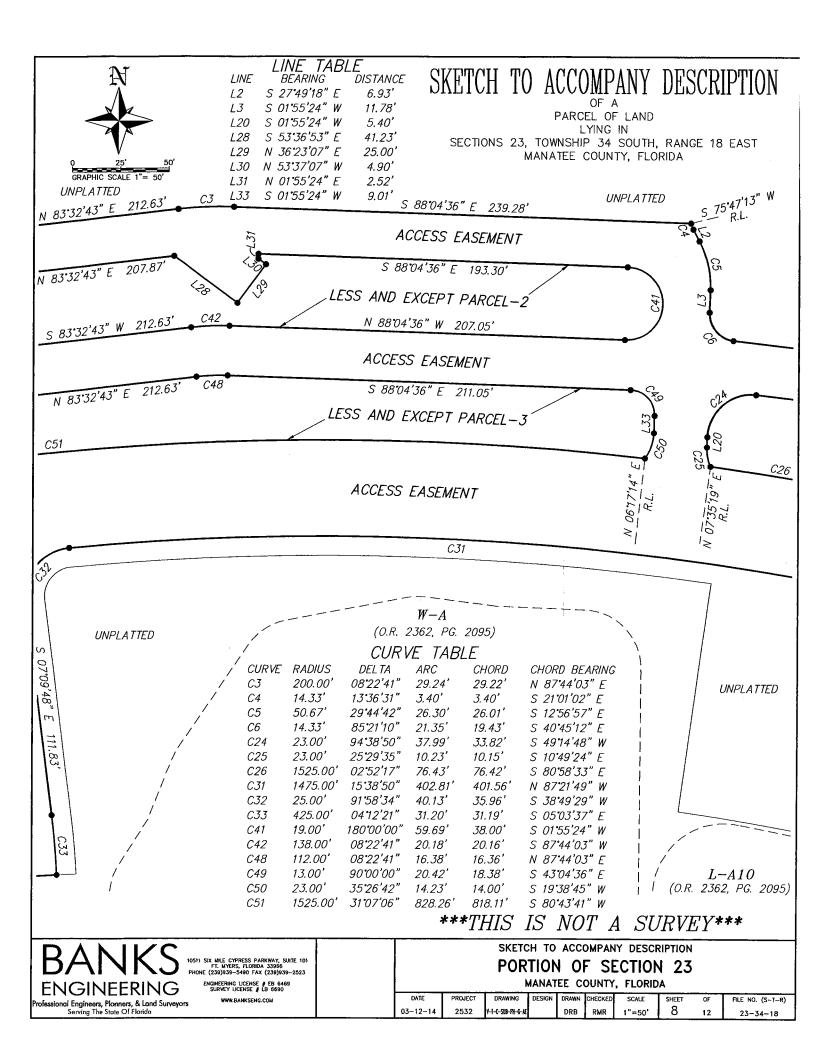
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

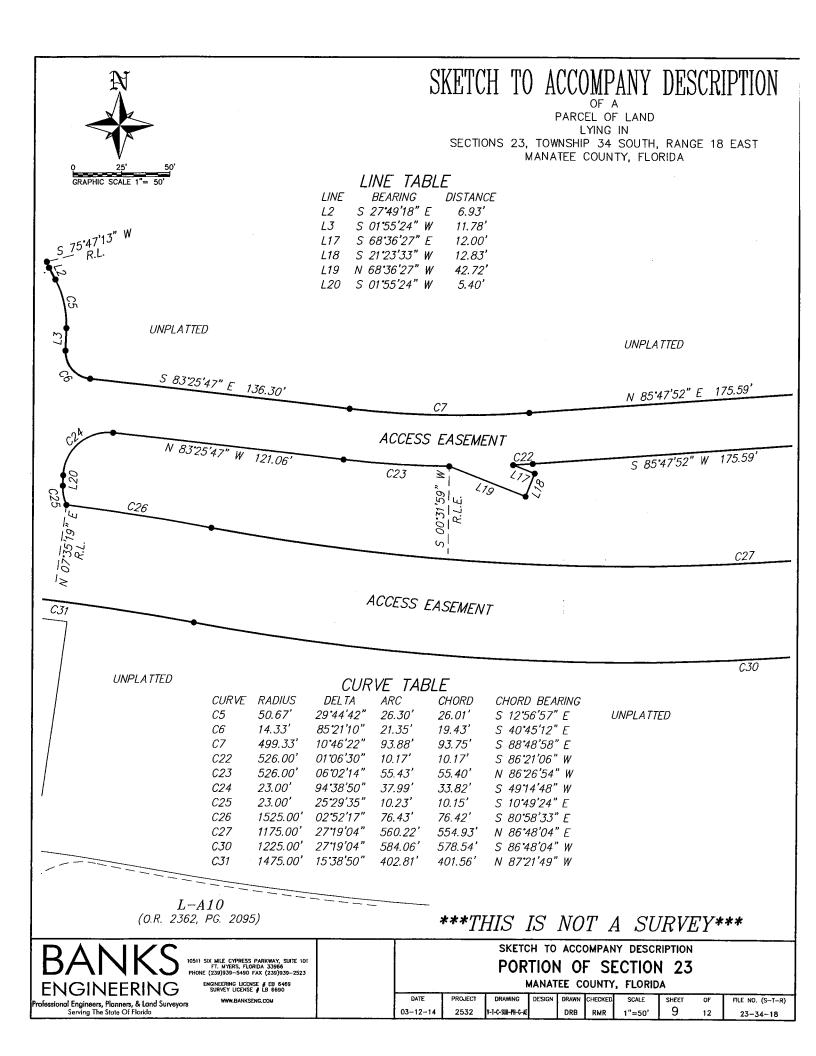
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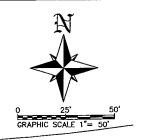
MANATEE COUNTY, FLORIDA

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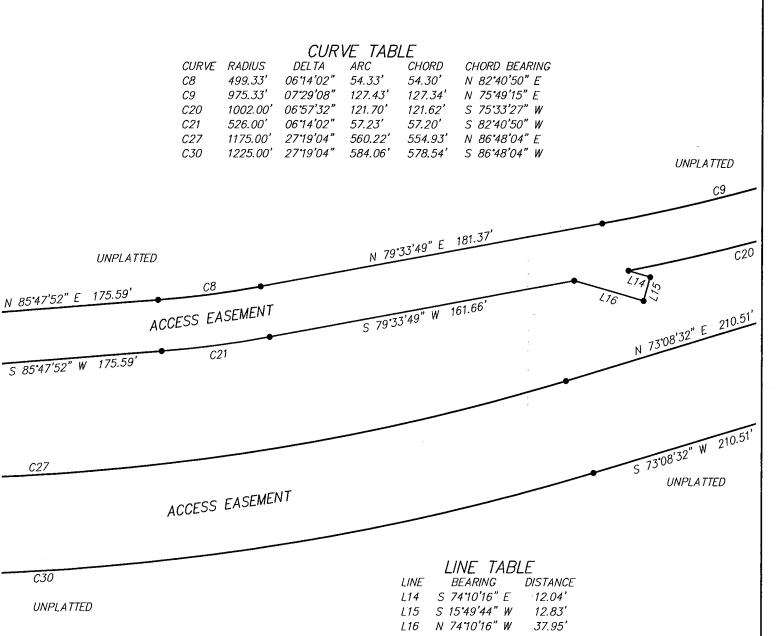
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 23-34-18







PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



THIS IS NOT A SURVEY

lonal Engineers, Planners, & Land Surveyors Serving The State Of Florida

C27

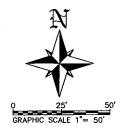
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UNPLATTED

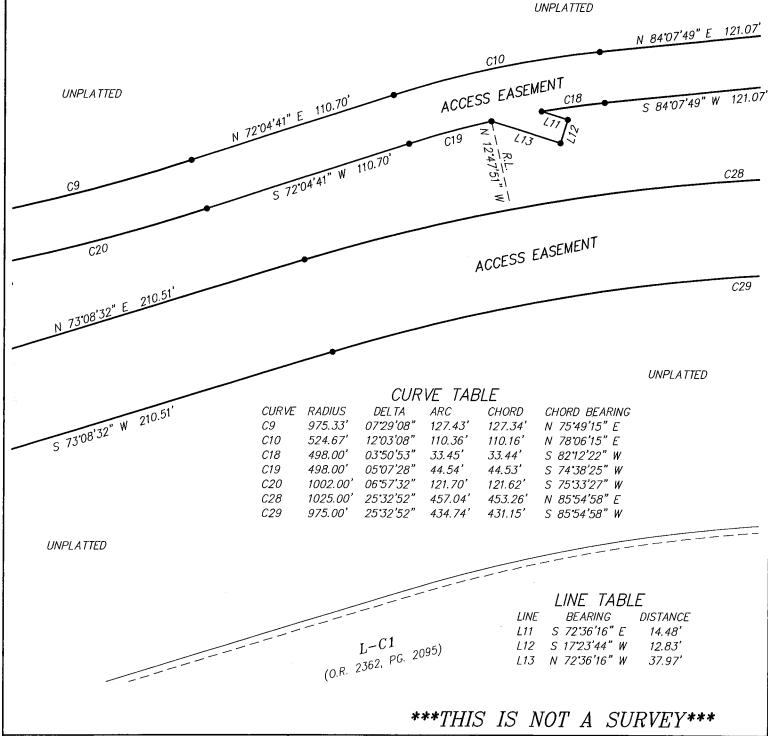
10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
03-12-14	2532	Y-T-C-SUB-PH-G-AE		DRB	RMR	1"=50'	10	12	23-34-18



OF A
PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

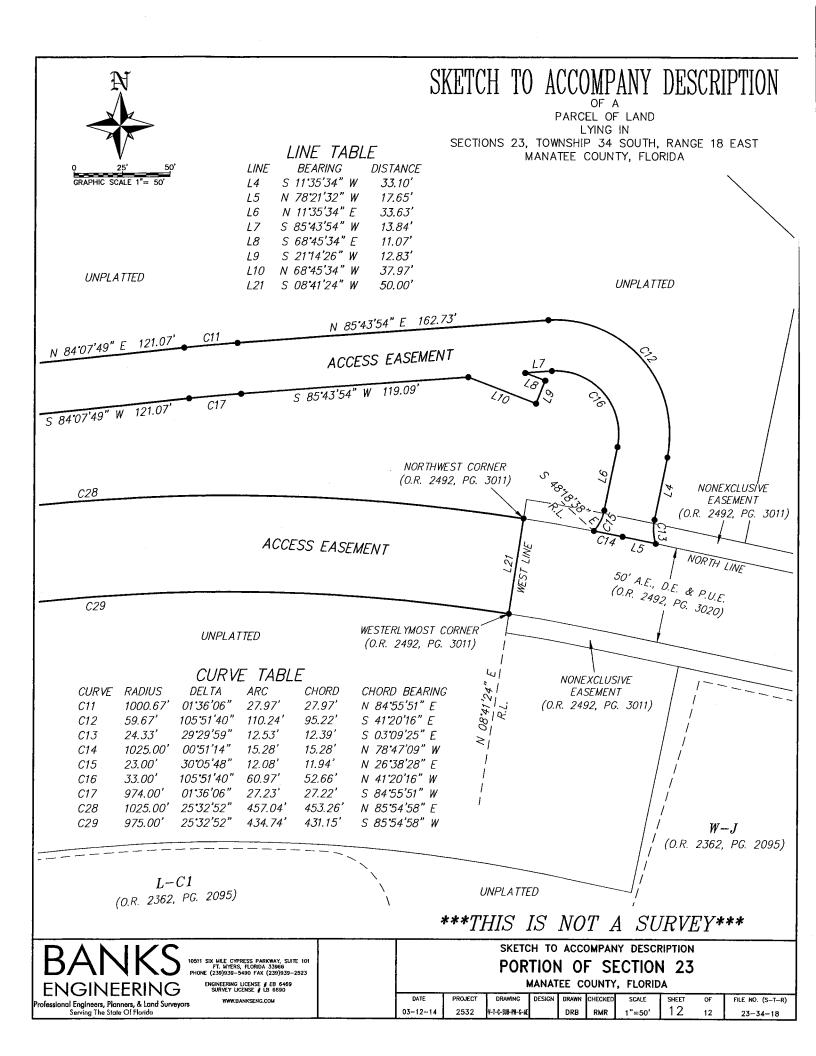


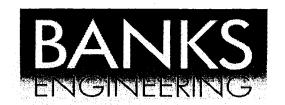
ional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33866 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
03-12-14	2532	Y-T-C-SUB-PH-G-AE		DRB	RMR	1"=50'	11	12	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23: THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

SHEET 1 OF 7

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET; THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68,00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET; THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

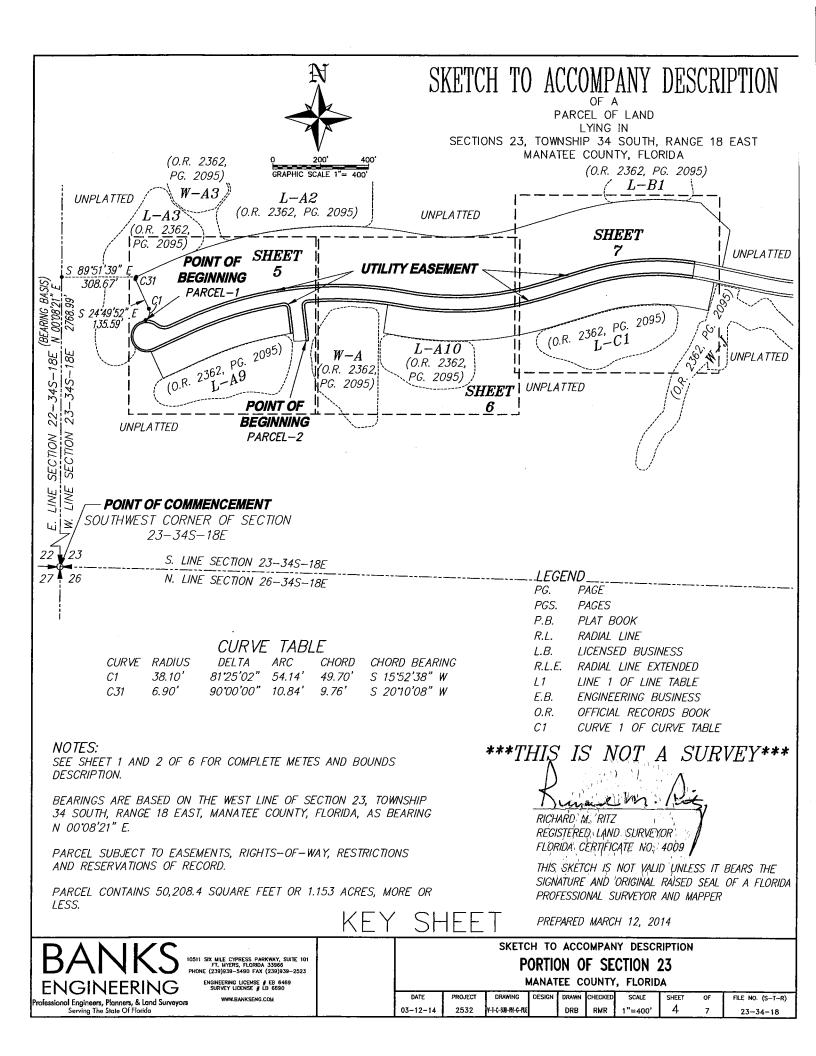
BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N $00^{\circ}08'21"$ E.

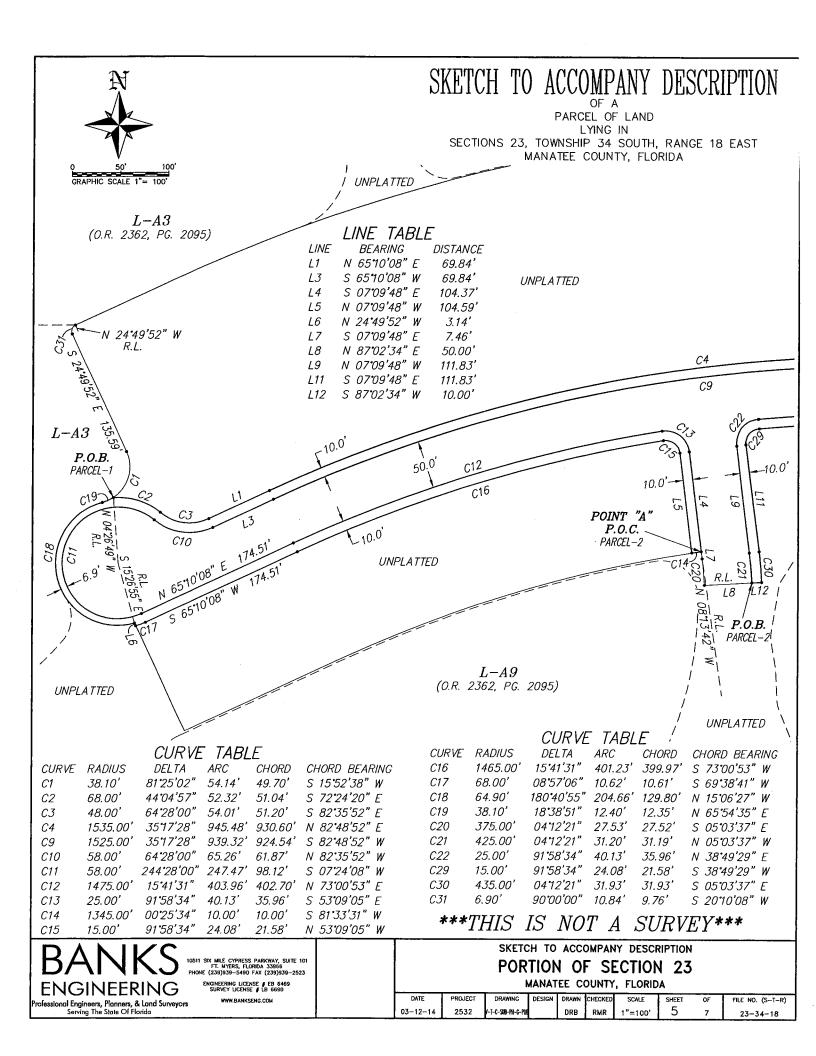
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

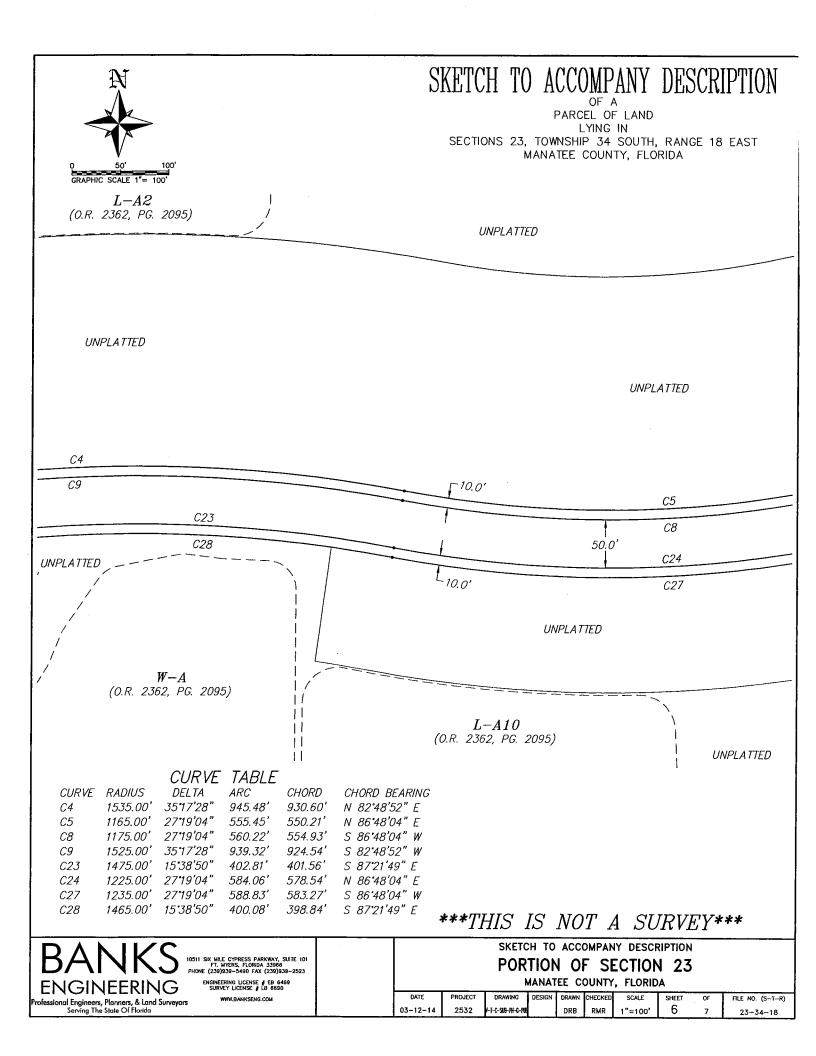
MARCH 12, 2014

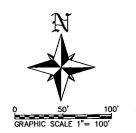
RICHARD M. RITZ

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO 4009









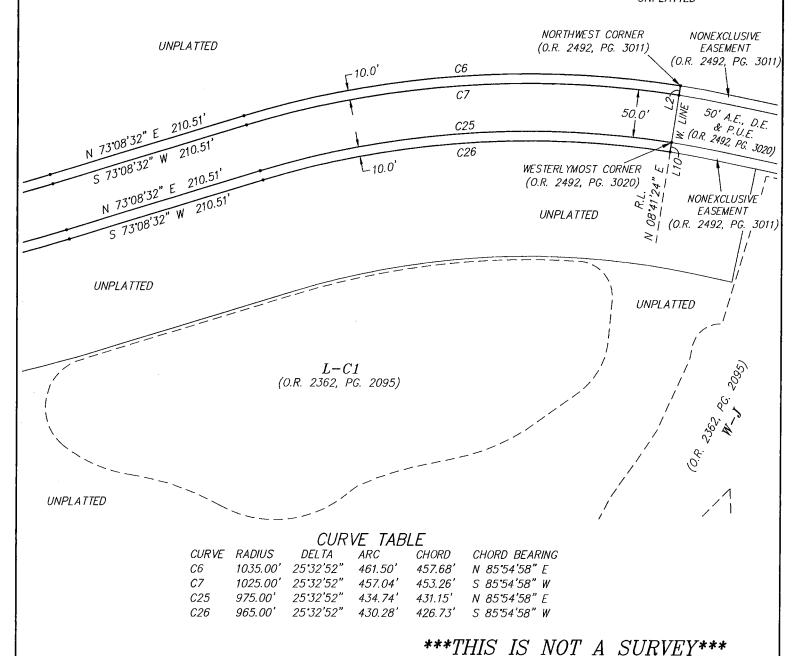
OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE

LINE **BEARING** DISTANCE L2 S 08'41'24" W 10.00' L10 S 08'41'24" W 10.00'

UNPLATTED



ional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

PROJECT DRAWN CHECKED

FILE NO. (S-T-R) 1"=100' 23-34-18

BILL OF SALE, ABSOLUTE

Requisition No. ____ Lennar Homes, LLC Irrigation

On this 24 day of 27 TENESE, 2014, LENNAR HOMES, LLC, a Florida limited liability company, authorized to conduct its affairs in the State of Florida ("Grantor"), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("Grantee"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

All of the personalty, fixtures and improvements described on Exhibit "A" attached (the "Transferred Improvements"), lying within or on the land, more particularly described on Exhibit "B" attached (the "Property")

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

In addition, Grantor warrants to Grantee that the Transferred Improvements are fit for their intended purpose for which they will be used by Grantee and are free from any defect, whether patent or latent, in design, manufacture, construction, installation, workmanship, and materials. This warranty shall expire twelve (12) months from the date of this Bill of Sale.

Further, Grantor assigns to Grantee any and all of Assignor's right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

Grantor has executed this Bill of Sale on the day and year written above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LENNAR HOMES, LLC, a Florida limited liability company

Witnesses:	
	By:
Signature Printed Name:	-
Signature Printed Name:	-
STATE OF FLORIDA)) ss. COUNTY OF <u>LEE</u>)	
2014, by Darin McMurray, as Vice Pres on behalf of the company, who is	acknowledged before me, this ZU of SEPTEMBER ident of Lennar Homes, LLC, a Florida limited liability company (1) personally known to me or (1) has produce vidence of identification.
(SEAL)	NOTARY PUBLIC Name:
DEANNA J. CRAFT Commission # FF 000946 Expires July 20, 2017 Bonded Thru Tray Fein Insurance 800-385-7019	(Type or Print) My Commission Expires:

EXHIBIT "A" TRANSFERRED IMPROVEMENTS Requisition No.__ Lennar Homes, LLC Irrigation

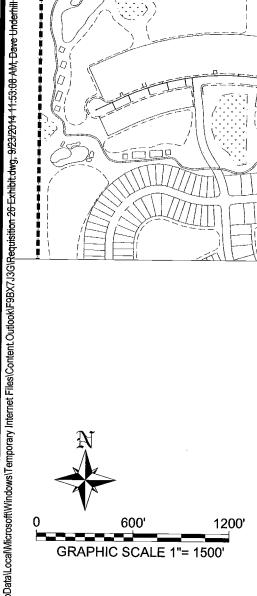
The infrastructure and/or improvements are located within that real property more particularly described on Exhibit "B" attached and incorporated by reference.

MATERIALS AND QUANTITIES

- 4" IRRIGATION MAINS
- 4" IRRIGATION GATE VALVES
- 2,796 LF
- 836 LF
- 2" IRRIGATION MAINS
 2" IRRIGATION GATE VALVES

NOTE:

CONVEYED INFRASTRUCTURE IMPROVEMENTS SHALL ALSO INCLUDE SERVICE EXTENSIONS AND APPURTENANCES THAT ARE SITUATED WITHIN PUBLIC UTILITY EASEMENTS.



LEGEND UTILITY EASEMENT IRRIGATION MAINS

CDD BOUNDARY

ENGINEERING

573 INTERSTATE BLVD. SARASOTA, FLORIDA 34240 (941) 360-1618 FAX: (941) 360-6918

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

PROPOSED DISTRICT OWNED IRRIGATION HERITAGE HARBOUR NORTH CDD

MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWING DRAWN CHECKED SHEET FILE NO. (S-T-R) 08-27-2014 IRRIGATION DRA DRA scc 4

EXHIBIT "B"
LEGAL DESCRIPTION
Requisition No. ___
Lennar Homes, LLC
Irrigation



DESCRIPTION OF A PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I. SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT: THENCE N 10°24'59" F. ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED: THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET: THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET: THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242.23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.60 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET; THENCE N 08°41'24" E FOR 10.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET: THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT** "A"; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 57,129.2 SQUARE FEET OR 1.312 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

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

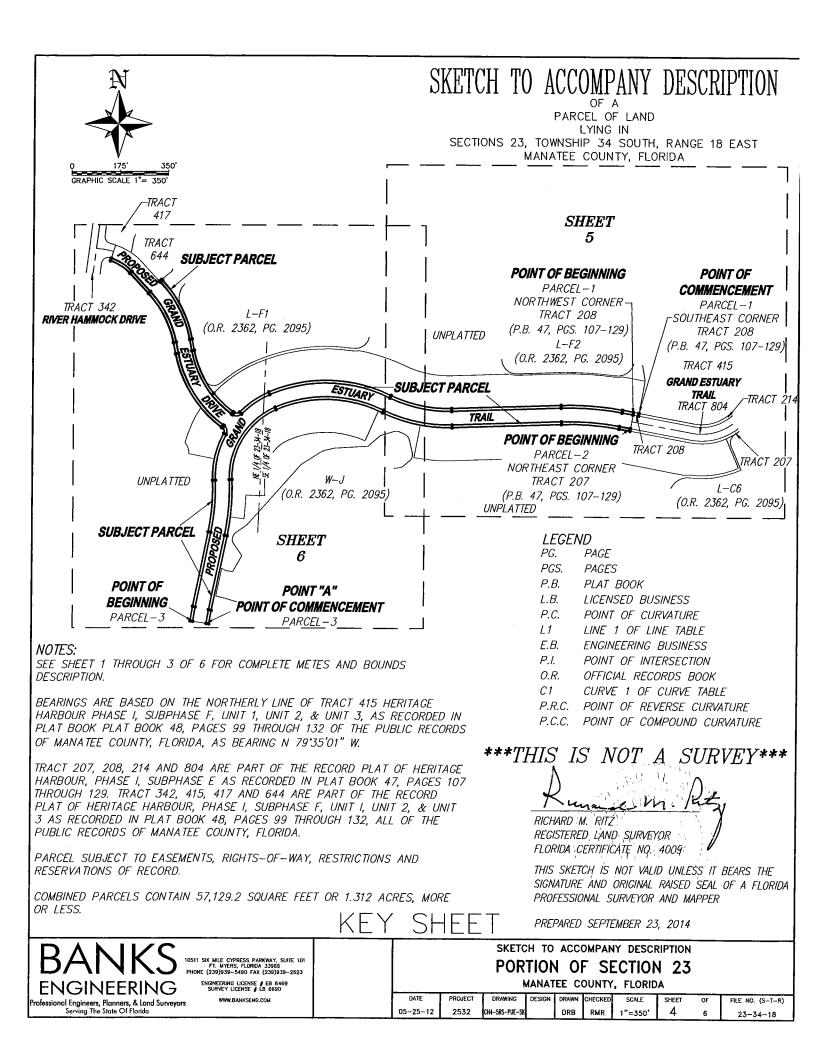
SEPTEMBER 23, 2014.

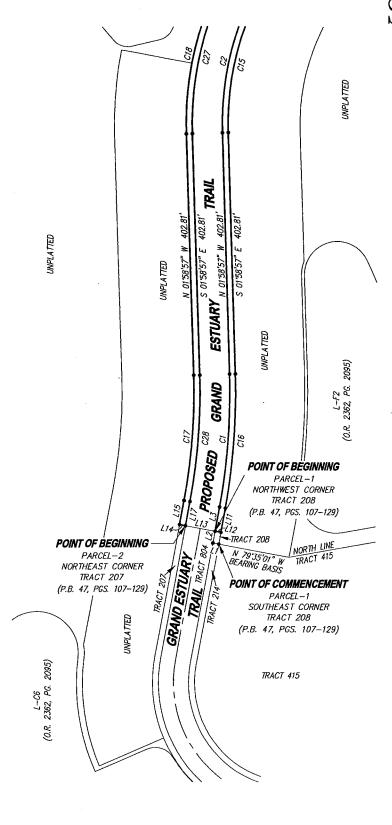
RICHARD M. RITZ

REGISTERED LAND SURVEYOR

100

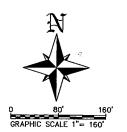
FLORIDA CERTIFICATION NO. #009





OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00
L2	N 10°24'59" E	20.00
L3	N 10'24'59" E	40.74
L11	S 10'24'59" W	40.74
L12	N 79'35'01" W	10.00'
L13	N 79'35'01" W	50.00'
L14	N 79'35'01" W	10.00'
L15	N 10'24'59" E	40.74'
L17	S 10'24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DEL TA	ARC	CHORD	CHORD BEARING
C1	1025.00	12'23'56"	221.81'	221.38'	N 0473'01" E
C2 .	480.00'	27'47'23"	232.81'	230.54	N 11'54'44" E
C15	470.00'	27'47'23"	227.96'	225.73'	S 11'54'44" W
C16	1035.00	12'23'56"	223.98	223.54'	S 0473'01" W
C17	965.00'	12'23'56"	208.83'	208.42'	N 04'13'01" E
C18	540.00°	27'47'23"	261.91'	259.35'	N 11'54'44" E
C27	530.00'	27'47'23"	257.06'	254.55'	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58'	S 0473'01" W

LEGEND

PG. PAGE

PGS. **PAGES**

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

0,R. OFFICIAL RECORDS BOOK

C1CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

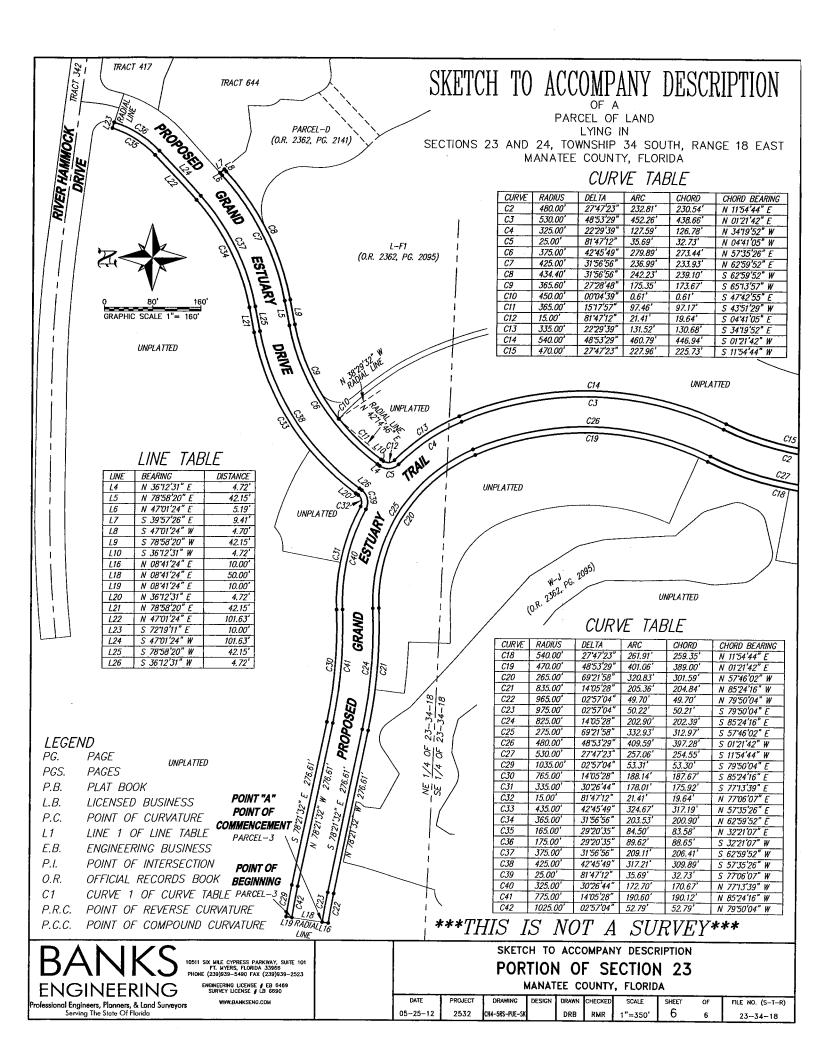
P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYZERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM sional Engineers, Planners, & Land Surveyors Serving The State Of Florida

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T~R)
05-25-12	2532	CH4-5RS-PUE-SK		DRB	RMR	1"=350'	5	6	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT: THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED: THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I. SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804: THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279,89 FEET: THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

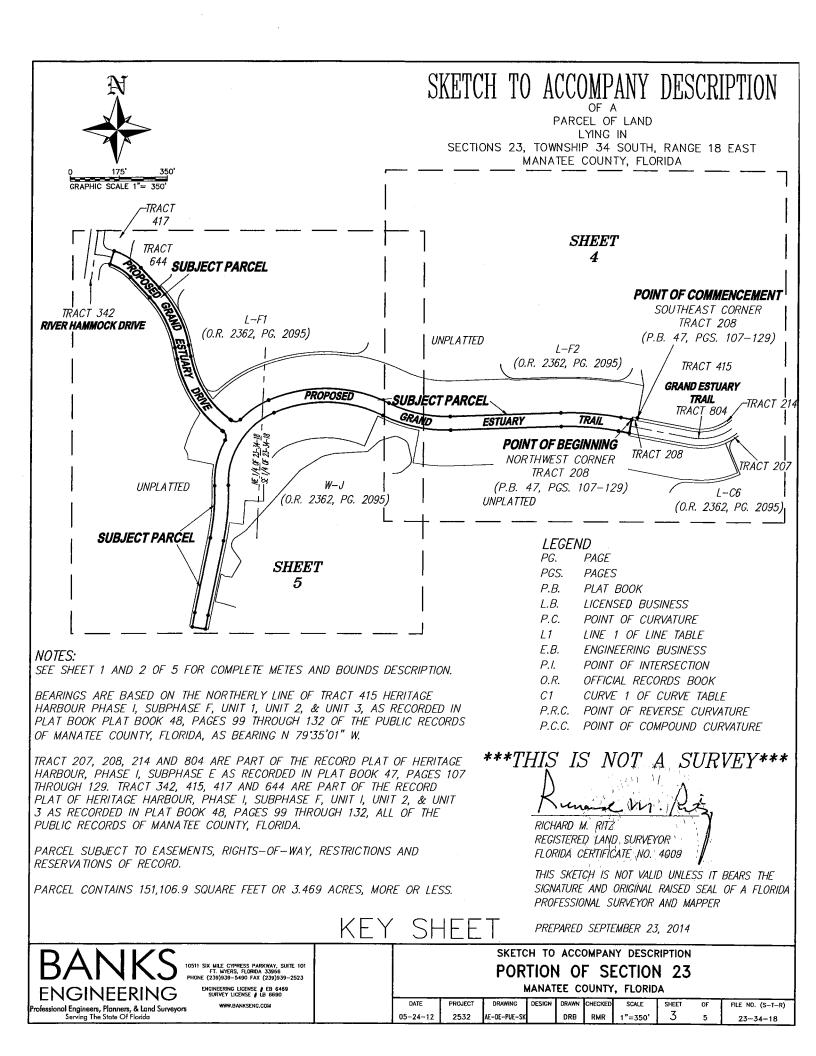
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

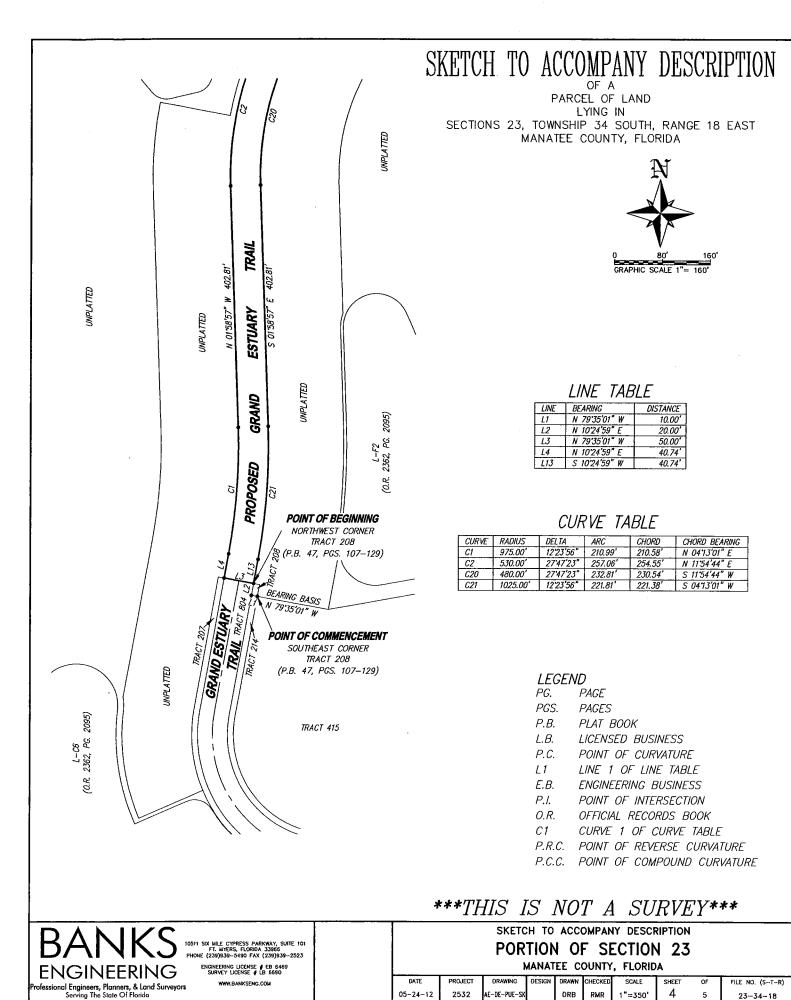
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

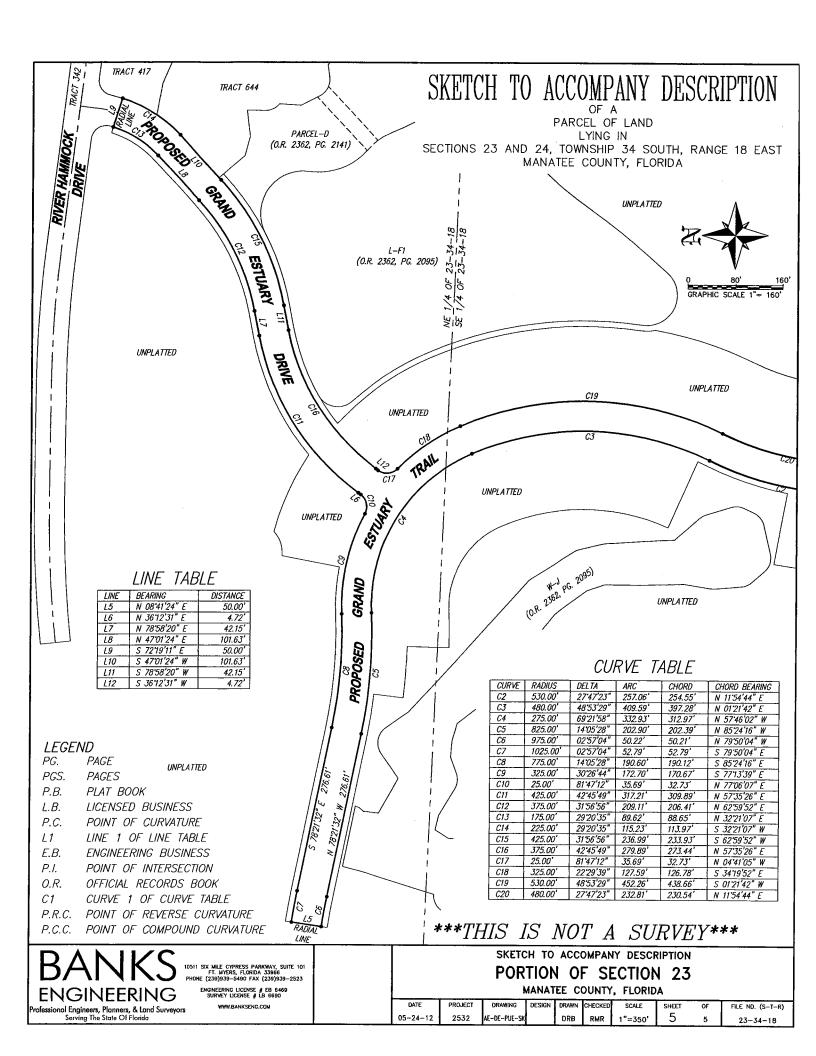
SEPTEMBER 23, 2014.

RICHARD M. RITZ

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. 4009









DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

SHEET 1 OF 7

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET; THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET: THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET: THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

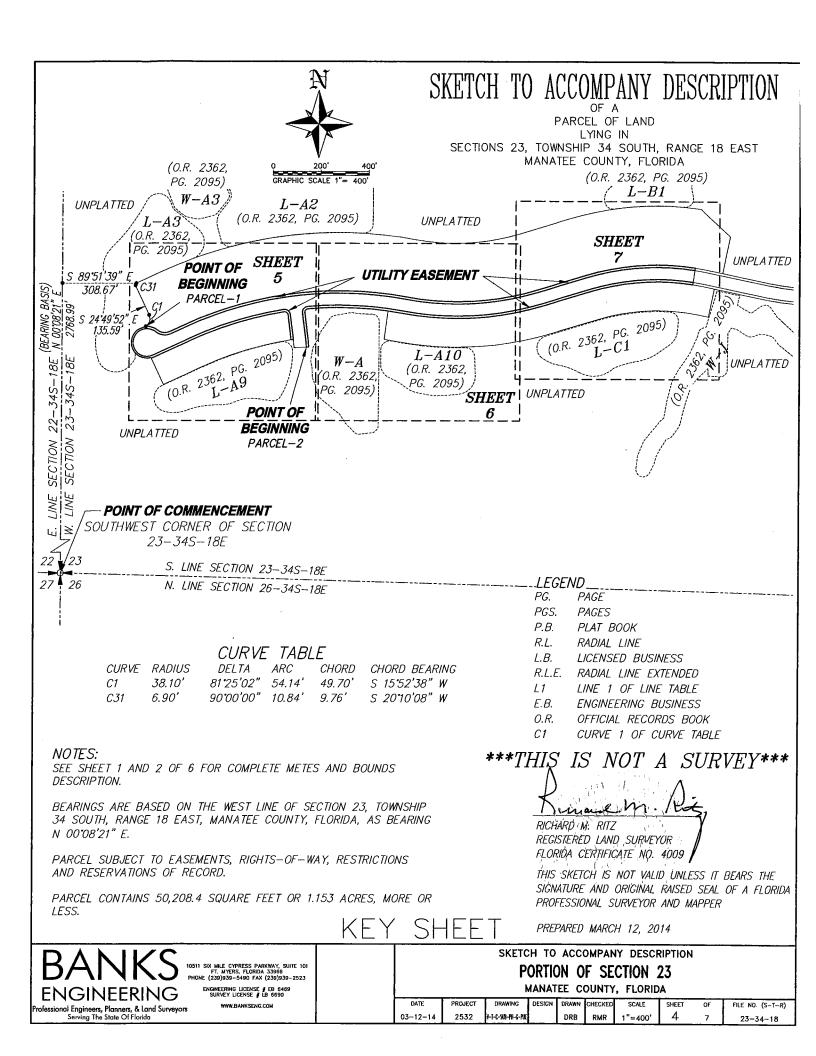
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

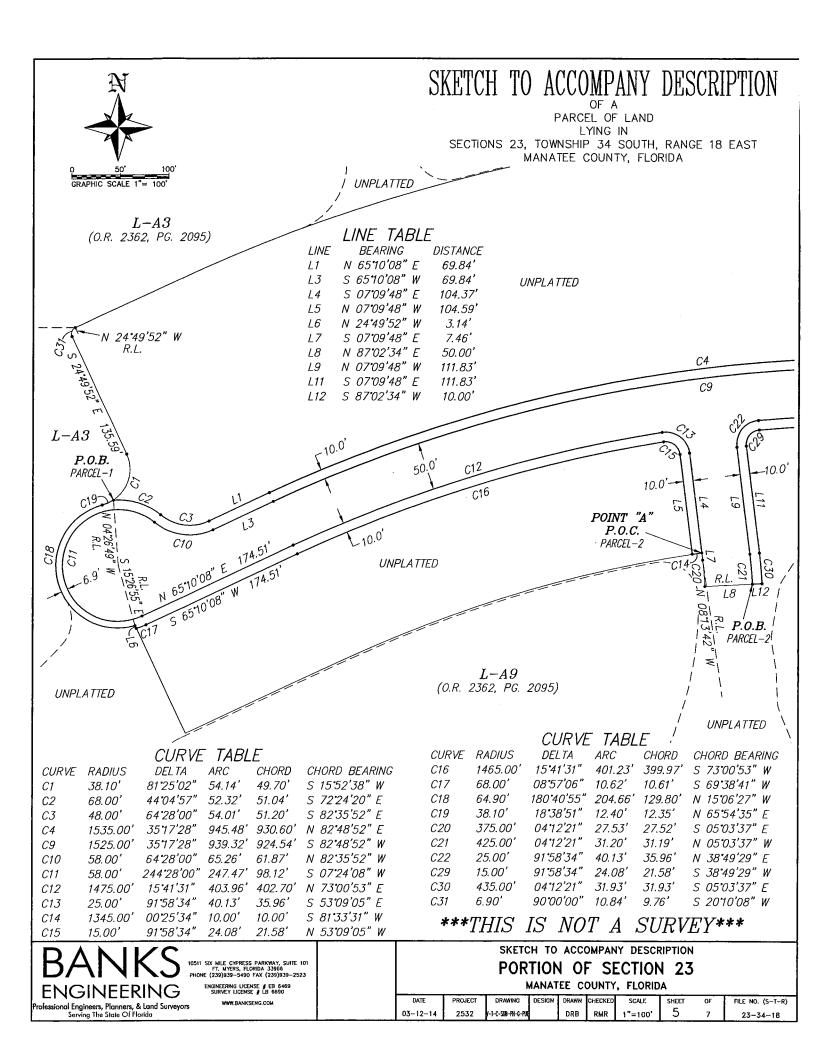
MARCH 12, 2014

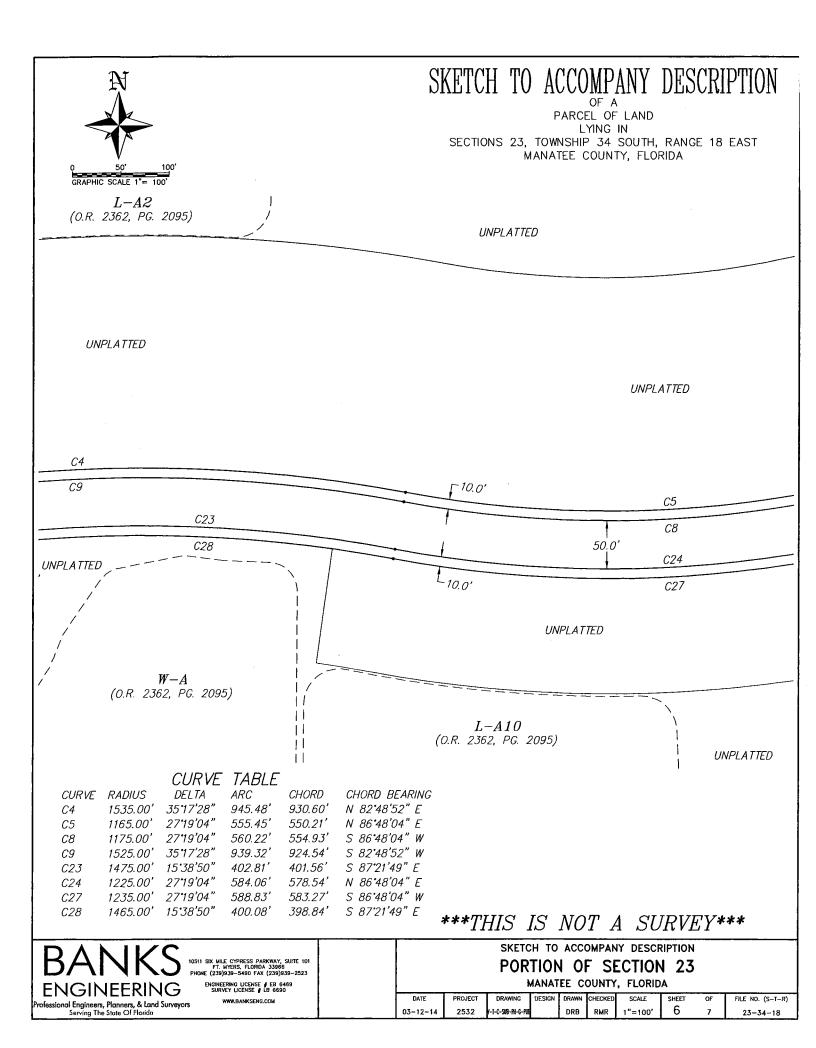
RICHARD M. RITZ

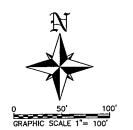
REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO 4009









OF A PARCEL OF LAND

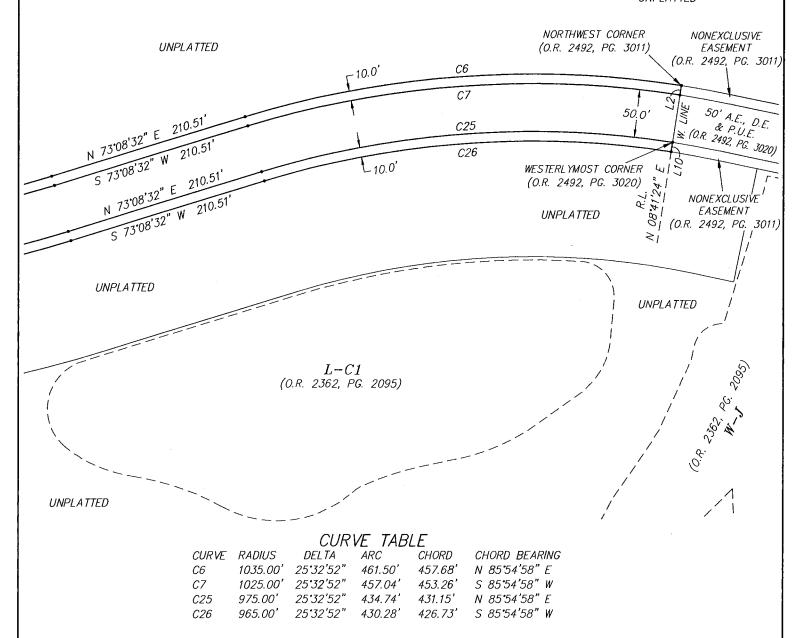
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE

LINE BEARING DISTANCE L2 S 08'41'24" W 10.00' L10 S 08'41'24" W 10.00'

UNPLATTED



THIS IS NOT A SURVEY

BANKS

ENGINEERING

rofessional Engineers, Planners, & Land Surveyors

Serving The State Of Florida

10511 SIX MILE CYPRESS PLARWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWING DESIGN DRAWN CHECKED SCALE SHEET OF FILE NO. (S--T-R)
03-12-14 2532 1-1-C-SIB-PH-C-PN DRB RMR 1"=100' 7 7 23-34-18



DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 127.55 FEET; THENCE N 65°43'24" E FOR 34.53 FEET TO POINT "A" AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 65°43'24" E FOR 219.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 31.09 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 31.12 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 29.24 FEET: THENCE S 88°04'36" E FOR 239.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 75°47'13" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'31" FOR 3.40 FEET; THENCE S 27°49'18" E FOR 6.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'42" FOR 26.30 FEET; THENCE S 01°55'24" W FOR 11.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'10" FOR 21.35 FEET; THENCE S 83°25'47" E FOR 136.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'22" FOR 93.88 FEET; THENCE N 85°47'52" E FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 54.33 FEET; THENCE N 79°33'49" E FOR 181.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.33 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°29'08" FOR 127.43 FEET:

SHEET 1 OF 12

THENCE N 72°04'41" E FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 524.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'08" FOR 110.36 FEET; THENCE N 84°07'49" E FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.97 FEET; THENCE N 85°43'54" E FOR 162.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.67 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 110.24 FEET; THENCE S 11°35'34" W FOR 33.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°29'59" FOR 12.53 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY: THENCE N 78°21'32" W ALONG SAID NORTH LINE FOR 17.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'14" FOR 15.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 48°18'38" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'48" FOR 12.08 FEET; THENCE N 11°35'34" E FOR 33.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 60.97 FEET; THENCE S 85°43'54" W FOR 13.84 FEET; THENCE S 68°45'34" E FOR 11.07 FEET; THENCE S 21°14'26" W FOR 12.83 FEET; THENCE N 68°45'34" W FOR 37.97 FEET; THENCE S 85°43'54" W FOR 119.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 974.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.23 FEET; THENCE S 84°07'49" W FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°50'53" FOR 33.45 FEET; THENCE S 72°36'16" E FOR 14.48 FEET; THENCE S 17°23'44" W FOR 12.83 FEET; THENCE N 72°36'16" W FOR 37.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 12°47'51" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'28" FOR 44.54 FEET; THENCE S 72°04'41" W FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,002.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'32" FOR 121.70 FEET; THENCE S 74°10'16" E FOR 12.04 FEET; THENCE S 15°49'44" W FOR 12.83 FEET; THENCE N 74°10'16" W FOR 37.95 FEET; THENCE S 79°33'49" W FOR 161.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 57.23 FEET; THENCE S 85°47'52" W FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'30" FOR 10.17 FEET; THENCE S 68°36'27" E FOR 12.00 FEET; THENCE S 21°23'33" W FOR 12.83 FEET; THENCE N 68°36'27" W FOR 42.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 00°31'59" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'14" FOR 55.43 FEET; THENCE N 83°25'47" W FOR 121.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°38'50" FOR 37.99 FEET: THENCE S 01°55'24" W FOR 5.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'35" FOR 10.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°35'19" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'17" FOR 76.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,175.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE WESTERLYMOST CORNER OF SAID LANDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,225.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 27°19'04" FOR 584.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE S 87°02'34" W FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET: THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'45" FOR 47.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 82°24'47" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°51'48" FOR 7.23 FEET; THENCE N 24°16'36" W FOR 107.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-2

COMMENCING AT AFORESAID POINT "A"; THENCE S 85°33'43" E FOR 49.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 168.48 FEET; THENCE S 70°54'41" E FOR 39.95 FEET; THENCE N 19°05'19" E FOR 25.00 FEET; THENCE N 70°54'41" W FOR 4.50 FEET; THENCE N 15°53'39" W FOR 2.75 FEET; THENCE N 74°37'50" E FOR 215.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 27.38 FEET; THENCE N 83°32'43" E FOR 207.87 FEET; THENCE S 53°36'53" E FOR 41.23 FEET; THENCE N 36°23'07" E FOR 25.00 FEET; THENCE N 53°37'07" W FOR 4.90 FEET; THENCE N 01°55'24" E FOR 2.52 FEET; THENCE S 88°04'36" E FOR 193.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" FOR 59.69 FEET; THENCE N 88°04'36" W FOR 207.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 20.18 FEET; THENCE S 83°32'43" W FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 21.47 FEET; THENCE S 74°37'50" W FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 21.45 FEET; THENCE S 65°43'24" W FOR 176.11 FEET TO POINT "B" AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'01" FOR 59.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-3

COMMENCING AT AFORESAID POINT "B"; THENCE S 18°06'26" E FOR 26.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 178.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 17.41 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 17.43 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 16.38 FEET; THENCE S 88°04'36" E FOR 211.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET; THENCE S 01°55'24" W FOR 9.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'42" FOR 14.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°17'14" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'06" FOR 828.26 FEET; THENCE S 65°10'08" W FOR 53.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 33°31'03" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'22" FOR 12.93 FEET; THENCE N 24°16'36" W FOR 3.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 228,083.7 SQUARE FEET OR 5.236 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

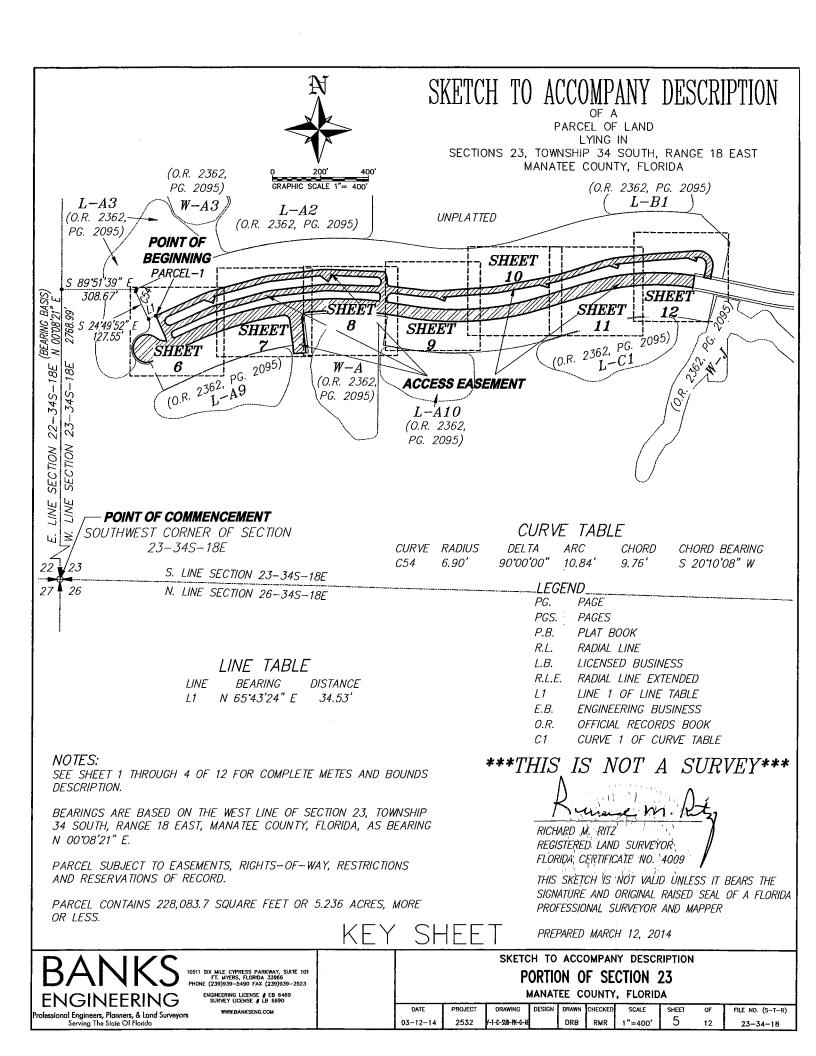
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

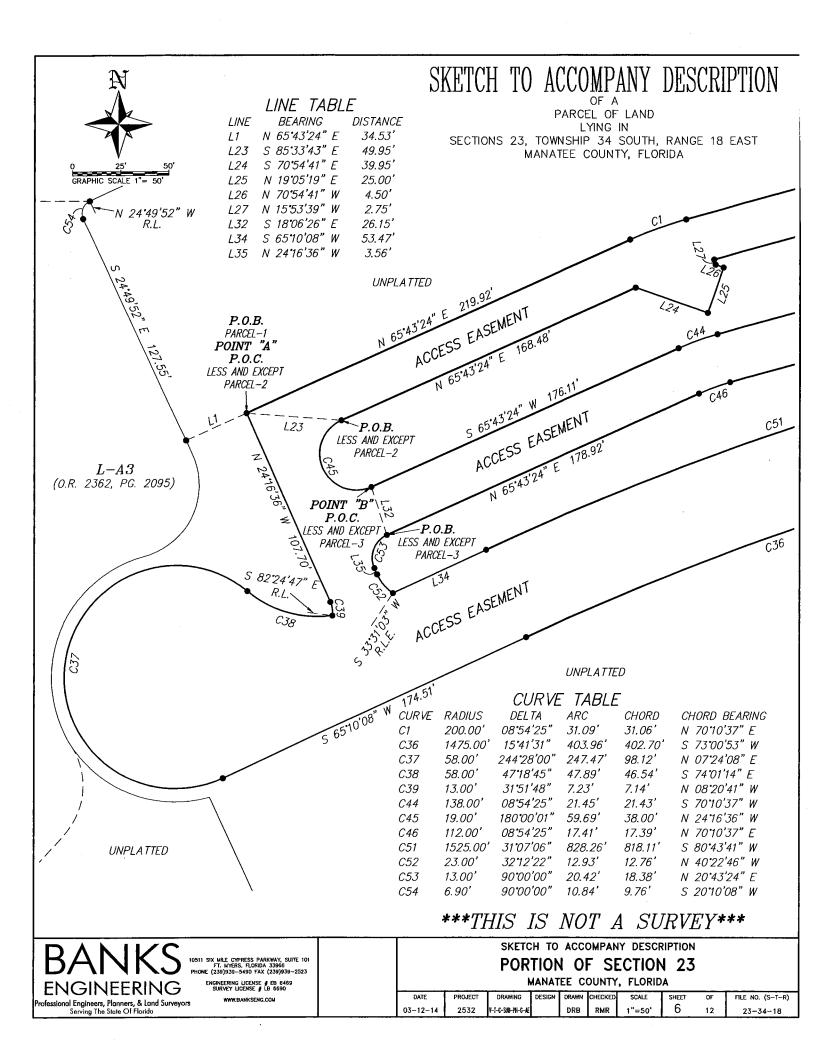
MARCH 12, 2014

RICHARD M. RITZ

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. 4009

SHEET 4 OF 12





SKETCH TO ACCOMPANY DESCRIPTION

PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

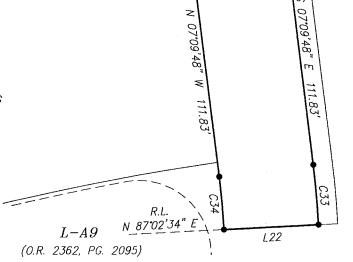
LINE TABLE **BEARING** DISTANCE LINE S 87°02'34" W L22 50.00'

GRAPHIC SCALE 1"= 50

N 83'32'43" E 212.63' **UNPLATTED** N 83'32'43" E 207.87 N 74'37'50" E 224.55' LESS AND EXCEPT PARCEL-2 ACCESS EASEMENT S 83°32'43" W 212.63' N 74*37'50" E 215.99' C43 N 83°32'43" E 212.63' s 74·37′50" W 224.55′ LESS AND EXCEPT PARCEL-3 ACCESS EASEMENT N 74'37'50" E 224.55'

ACCESS EASEMENT C36 **UNPLATTED**

CURVE TABLE ARC **CHORD** CHORD BEARING CURVE RADIUS **DELTA** 08*54'53" 31.12' 31.09' N 79°05'16" E *C2* 200.00' 40.13' S 38'49'29" W 91°58'34" 35.96 C32 *25.00*′ 04"12'21" 31.20' S 05'03'37" E 425.00' 31.19' C33 04*12'21" N 05'03'37" W 27.53 27.52' C34 *375.00* N 53°09'05" W 35.96° 91.58'34" C35 25.00' 40.13 S 73'00'53" W 15°41'31" 403.96 402.70' C36 1475.00 N 79'05'16" E 08*54'53" 27.38' 27.36' C40 176.00' S 79°05'16" W 08'54'53" 21.47' 21.45 138.00° C43 17.41 08°54'53" 17.43 N 79°05'16" E 112.00' C47 S 80°43'41" W 31'07'06" 818.11' 828.26 C51 1525.00°



UNPLATTED

S

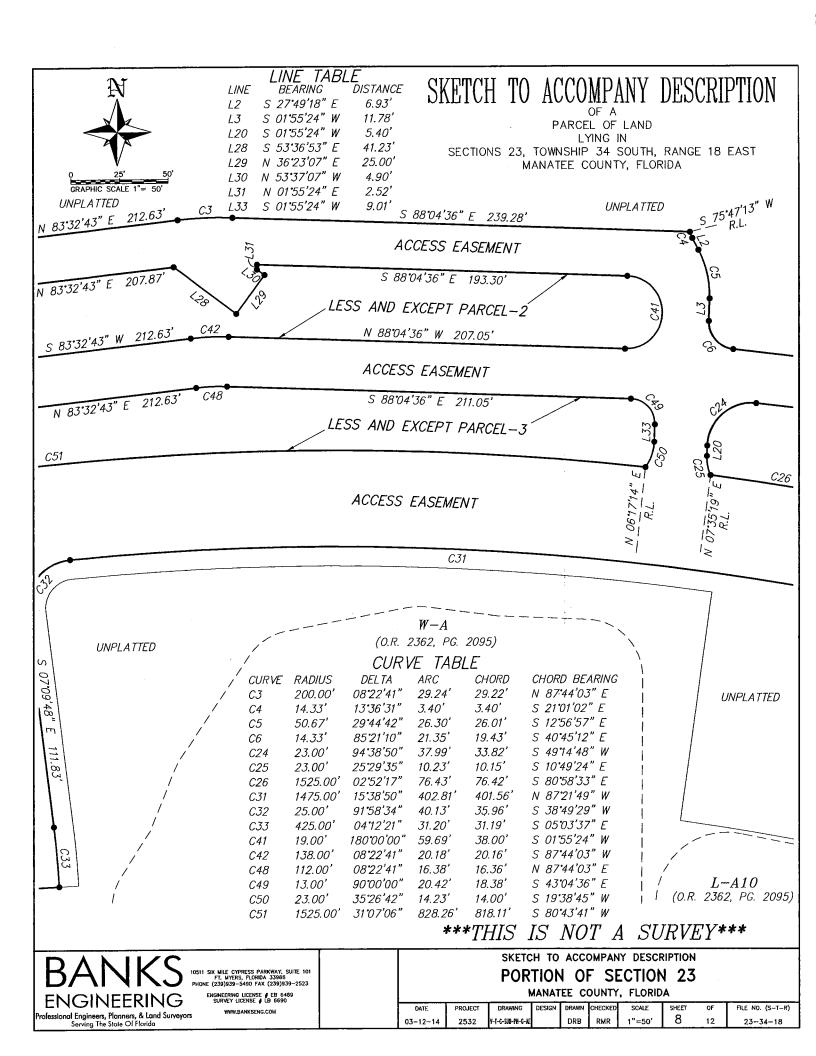
THIS IS NOT A SURVEY

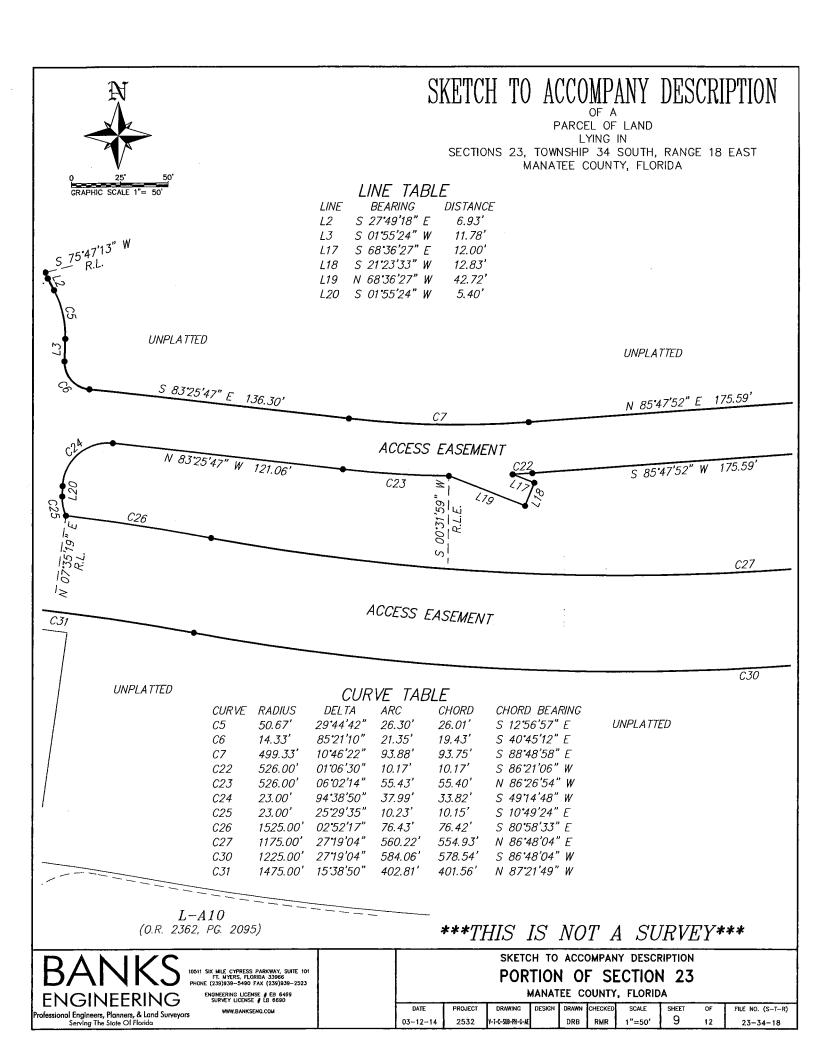
ofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

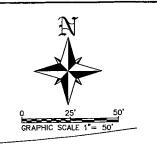
0511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33965 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DATE ORAWN CHECKE SHEET FILE NO. (S-T-R) 03-12-14 23-34-18







SKETCH TO ACCOMPANY DESCRIPTION

PARCEL OF LAND LYING IN

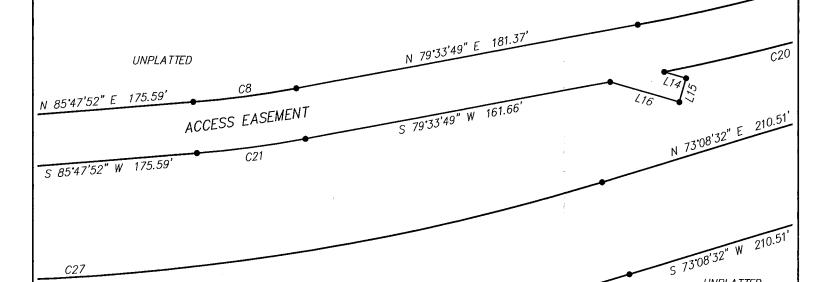
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

CURVE TABLE

CURVE RADIUS DELTA ARC**CHORD** CHORD BEARING 06'14'02" 54.33' C8 499.33' 54.30' N 82°40'50" E 07'29'08" *C9 975.33*′ 127.43 127.34' N 75'49'15" E 1002.00' 06'57'32" C20 121.70 121.62' S 75'33'27" W 06°14'02" S 82'40'50" W C21 *526.00*′ *57.23*′ *57.20*′ 27*19'04" N 86°48'04" E C27 1175.00° 554.93' 560.22 1225.00' 27"19'04" 584.06 S 86°48'04" W *578.54*° C30

UNPLATTED

UNPLATTED



ACCESS EASEMENT

LINE TABLE

LINE BEARING DISTANCE L14 S 74'10'16" E 12.04' L15 S 15'49'44" W 12.83' L16 N 74'10'16" W 37.95'

THIS IS NOT A SURVEY

BANKS S
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Serving The State Of Florida

C30

UNPLATTED

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939—6490 FAX (239)939—2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6490 WWW.BANKESHO.COM PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

ı	03-12-14	2532	Y-T-C-SUB-PK-G-AE	DRB	RMR	1"=50'	10	12	23-34-18
1	00 12 14	1001	1 1 7 000 12 7 12	 		1 -00			23-34-10

SKETCH TO ACCOMPANY DESCRIPTION PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA **UNPLATTED** N 84°07'49" E 121.07' C10 ACCESS EASEMENT **UNPLATTED** S 84°07'49" W 121.07 N 72*04'41" E R.L. 12:47:51 C28 C9 ا≥ ACCESS EASEMENT C29 N 73'08'32" E 210.5 **UNPLATTED** CURVE TABLE S 73'08'32" W 210.51' ARC CURVE RADIUS **DELTA CHORD** CHORD BEARING 975.33' 07'29'08" 127.43' 127.34' N 75°49'15" E *C9* N 78'06'15" E 12'03'08" 524.67' 110.36 110.16 C10 03**'**50**'**53" S 82°12'22" W *33.45* [′] *33.44*′ 498.00' C18 S 74°38'25" W 05'07'28" 44.54 44.53' C19 498.00' S 75°33'27" W 06'57'32" 121.62' C20 1002.00° 121.70' 1025.00' 25'32'52" N 85'54'58" E C28 457.04' 453.26 25'32'52" S 85°54'58" W C29 975.00' 434.74' 431.15 UNPLATTED LINE TABLE BEARING LINE DISTANCE S 72°36′16″ E L11 14.48' L-C1(O.R. 2362, PG. 2095) S 17°23'44" W 12.83' L12 N 72°36'16" W L13 37.97' ***THIS IS NOT A SURVEY*** SKETCH TO ACCOMPANY DESCRIPTION 0511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 HONE (239)939-5490 FAX (239)939-2523 PORTION OF SECTION 23

03-12-14

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

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sional Engineers, Planners, & Land Surveyors Serving The State Of Florida MANATEE COUNTY, FLORIDA

SHEET

11

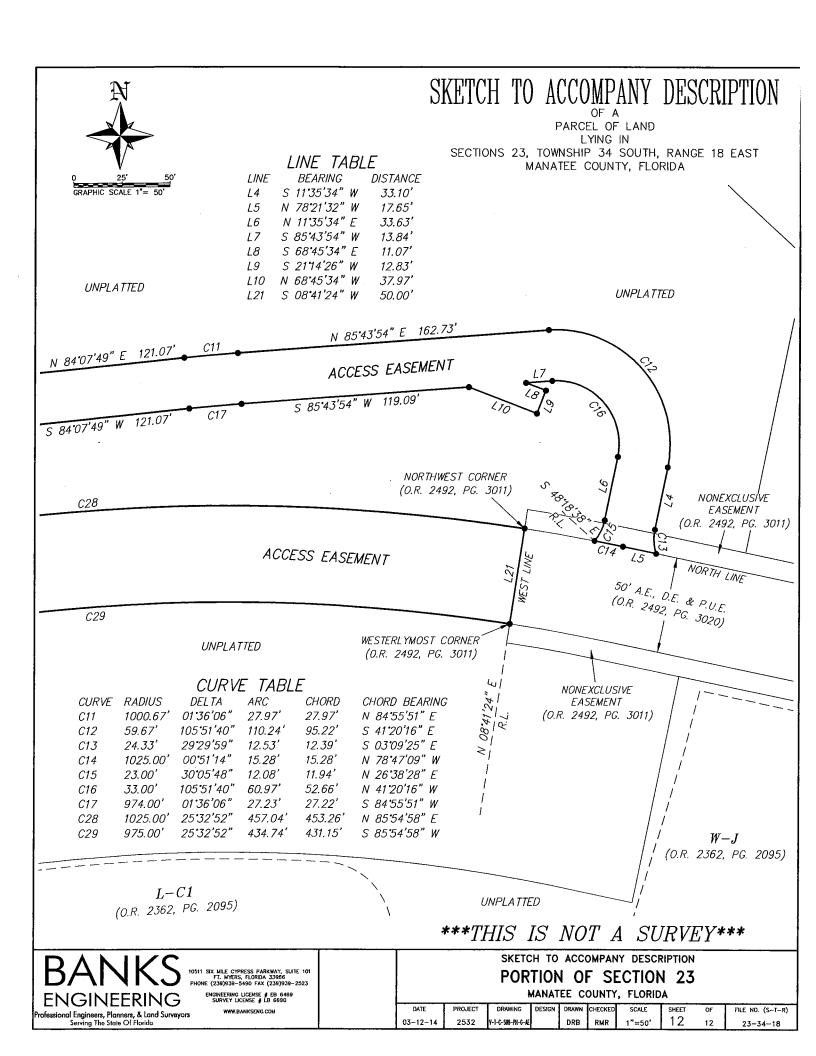
FILE NO. (S-T-R)

23-34-18

DRAWN CHECKED

DRB

-T-C-SUB-PH-G



BILL OF SALE, ABSOLUTE

Requisition No. ___ Lennar Homes, LLC Stormwater Management

On this 2 day of Scape 2014, LENNAR HOMES, LLC, a Florida limited liability company, authorized to conduct its affairs in the State of Florida ("Grantor"), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("Grantee"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

All of the personalty, fixtures and improvements described on Exhibit "A" attached (the "Transferred Improvements"), lying within or on the land, more particularly described on Exhibit "B" attached (the "Property")

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

In addition, Grantor warrants to Grantee that the Transferred Improvements are fit for their intended purpose for which they will be used by Grantee and are free from any defect, whether patent or latent, in design, manufacture, construction, installation, workmanship, and materials. This warranty shall expire twelve (12) months from the date of this Bill of Sale.

Further, Grantor assigns to Grantee any and all of Assignor's right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

Grantor has executed this Bill of Sale on the day and year written above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LENNAR HOMES, LLC, a Florida limited liability company

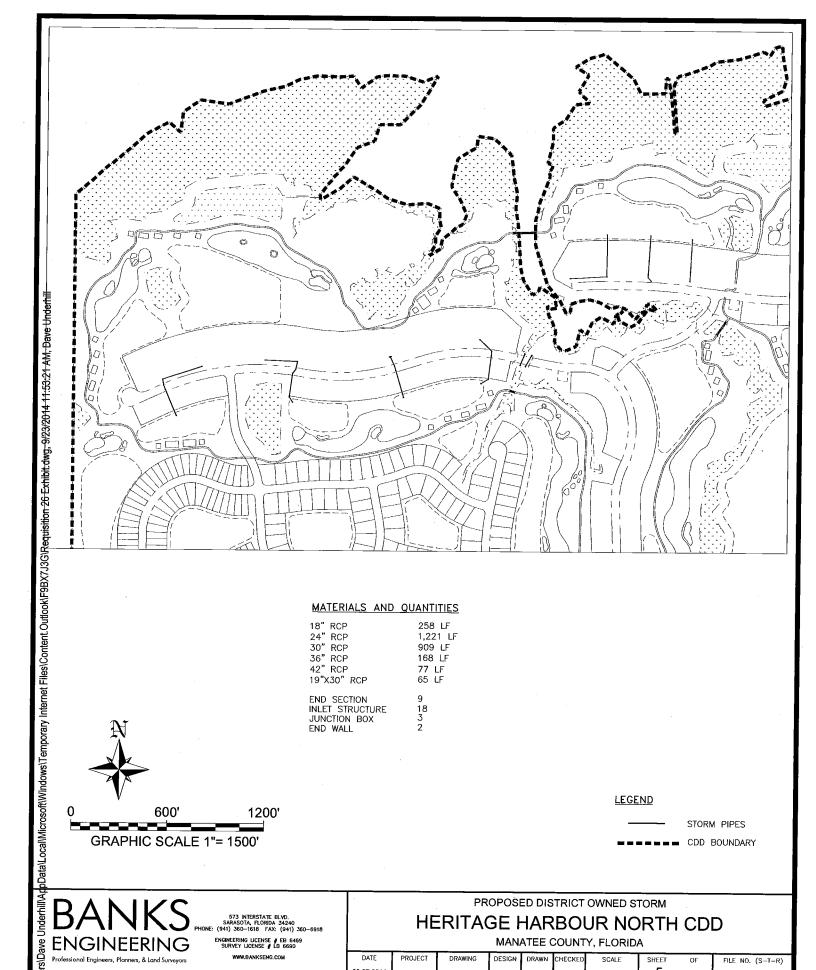
Witnesses:	
	By: Darin McMurray, Vice President
Signature Printed Name:	
Signature Printed Name:	
STATE OF FLORIDA) ss. COUNTY OF LEE)	
2014, by Darin McMurray, as Vice Presi on behalf of the company, who is	cknowledged before me, this 24 of SEPTEMBER ident of Lennar Homes, LLC, a Florida limited liability company, () personally known to me or () has produced vidence of identification.
(SEAL)	NOTARY PUBLIC Name:
	(Type or Print) My Commission Expires:



EXHIBIT "A" TRANSFERRED IMPROVEMENTS Requisition No. __ Lennar Homes, LLC Stormwater Management

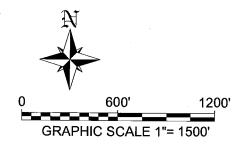
The infrastructure and/or improvements are located within that real property more particularly described on Exhibit "B" attached and incorporated by reference.

EXHIBIT "B"
LEGAL DESCRIPTION
Requisition No. ___
Lennar Homes, LLC
Stormwater Management



MATERIALS AND QUANTITIES

END SECTION INLET STRUCTURE JUNCTION BOX END WALL 9 18 3 2



LEGEND

STORM PIPES

CDD BOUNDARY

ENGINEERING

573 INTERSTATE BLVD, SARASOTA, FLORIDA 34240 (941) 360-1618 FAX: (941) 360-6918 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

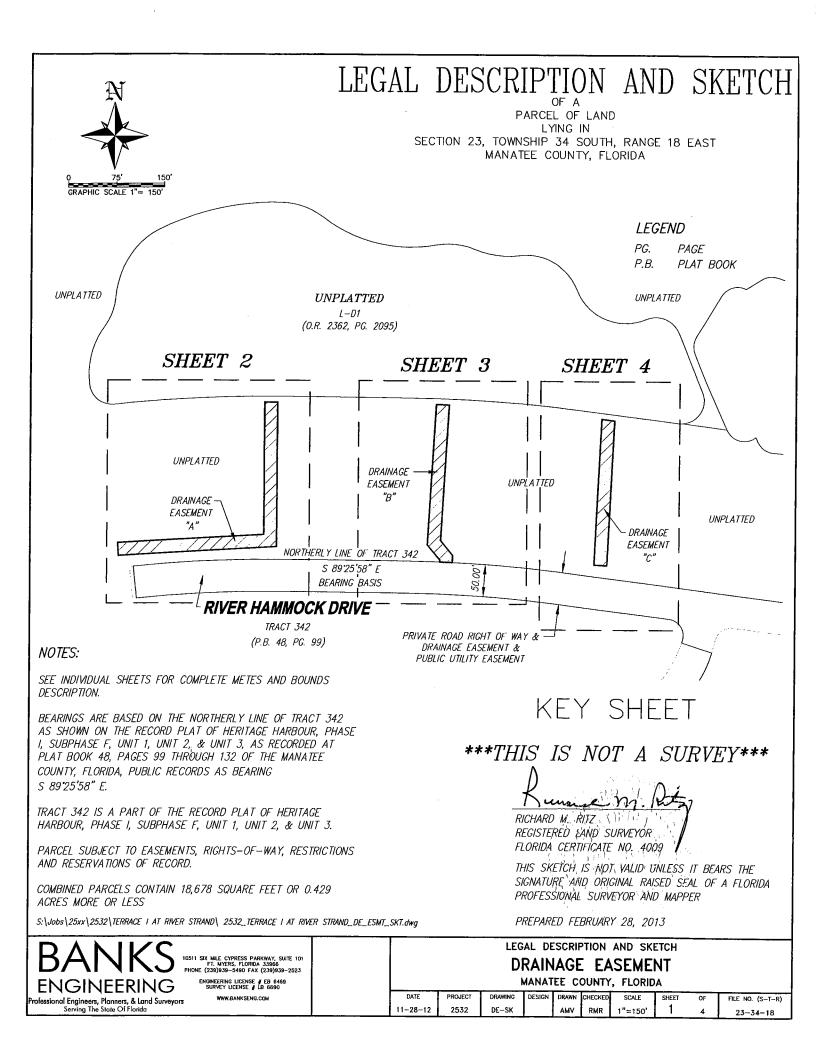
WWW.BANKSENG.COM

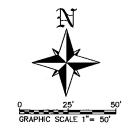
PROPOSED DISTRICT OWNED STORM HERITAGE HARBOUR NORTH CDD

MANATEE COUNTY, FLORIDA

PROJECT DRAWING DESIGN DRAWN CHECKE SCALE SHEET FILE NO. (S-T-R) 08-27-2014 5 DRA STORM DRA SCC 1"=600'

EXHIBIT "B"
LEGAL DESCRIPTION
Requisition No. ___
Lennar Homes, LLC
Stormwater Management





LEGAL DESCRIPTION AND SKETCH

PARCEL OF LAND LYING IN

C1

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

UNPLATTED L-D1

(O.R. 2362, PG. 2095)

LEGAL DESCRIPTION: (EASEMENT "A")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT 342 (RIVER HAMMOCK DRIVE), HERITAGE HARBOUR, PHASE 1, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 54'53'42" W FOR 29.23 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 03'17'14" W FOR 20.00 FEET; THENCE N 86'42'46" E FOR 229.07 FEET; THENCE N 00'08'35" E FOR 206.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,299.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 00'16'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'54" FOR 20.00 FEET; THENCE S 00'08'35" W FOR 225.22 FEET; THENCE S 86'42'46" W FOR 247.91 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 9,086 SQUARE FEET MORE OR LESS

RADIAL 1 00'16' 206. UNPLATTED .32,80.00 ,92,80.00 SUBJECT PARCEL : DRAINAGE EASEMENT "A" PARCEL CONTAINS 9,086 SQUARE FEET MORE OR LESS

UNPLATTED

N 86'42'46" E 229.07'

S 86°42'46" W 247.91

N 0317'14" W 20.00' 150,23 5453. POINT OF BEGINNING DRAINAGE EASEMENT "A"

POINT OF COMMENCEMENT NORTHWESTERLY MOST CORNER

TRACT 342 (RIVER HAMMOCK DRIVE) (P.B. 48, PG. 99)

RIVER HAMMOCK DRIVE

TRACT 342 (P.B. 48, PG. 99) NORTHERLY LINE OF TRACT 342

S 89"25'58" E BEARING BASIS

UNPLATTED LANDS OF HARBOURVEST, LLC

CURVE TABLE

9

50

CURVE	RADIUS	DEL TA	ARC	CHORD	CHORD BEARING
C1	2299.00'	00'29'54"	20.00'	20.00'	N 89'58'56" E

THIS IS NOT A SURVEY

ssional Engineers, Planners, & Land Surveyors Serving The State Of Florida

PLAT BOOK

CURVE 1 OF CURVE TABLE

PAGE

LEGEND

PG.

P.B.

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

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LEGAL DESCRIPTION AND SKETCH DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	OF	FILE NO. (S-T-R)
11-28-12	2532	DE-SK		AMV	RMR	1"=50'	2	4	23-34-18

LEGAL DESCRIPTION AND SKETCH

LEGAL DESCRIPTION: (EASEMENT "B")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA. COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT 342 (RIVER HAMMOCK DRIVE), HERITAGE HARBOUR, PHASE 1. SUBPHASE F. UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 06'00'16" W; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT 342 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06'34'18" FOR 235.59 FEET; THENCE S 89°25'58" E ALONG SAID NORTHERLY LINE FOR 193.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 01°23'57" FOR 50.16 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 02'13'35" E FOR 3.29 FEET; THENCE N 39'58'17" W FOR 30.21 FEET; THENCE N 03'23'02" E FOR 219.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,299.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 01"35'55" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°29'55" FOR 20.01 FEET; THENCE S 03°23'02" W FOR 211.84 FEET: THENCE

S 39'58'17" E FOR 29.98 FEET; THENCE S 02'13'35" W FOR 11.01 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID TRACT 342 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 02°31'27" E; THENCE WESTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00'33'28" FOR 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,057 SQUARE FEET MORE OR LESS

CURVE TABLE

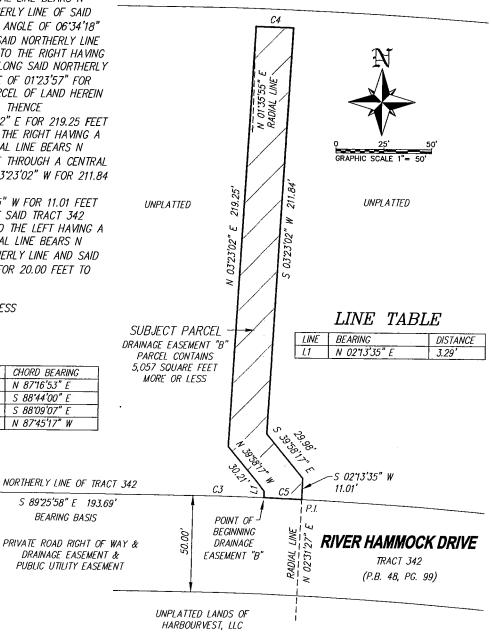
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C2	2054.00'	06'34'18"	235.59'	235.46	N 87'16'53" E
C3	2054.00'	01°23′57″	50.16'	50.16°	S 88'44'00" E
C4	2299.00'	00°29'55"	20.01'	20.01'	S 88'09'07" E
C5	2054.00'	00 33'28"	20.00'	20.00'	N 87'45'17" W

C2

BEARING BASIS

PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

> UNPLATTED L-D1 (O.R. 2362, PG. 2095)



06.00 POINT OF COMMENCEMENT NORTHWESTERLY MOST CORNER 16" W TRACT 342 (RIVER HAMMOCK DRIVE) (P.B. 48, PG. 99) **LEGEND**

PG. PAGE

P.B. PLAT BOOK

L1 LINE 1 OF LINE TABLE POINT OF INTERSECTION P.I.

C1 CURVE 1 OF CURVE TABLE ***THIS IS NOT A SURVEY***

ENGINEERING ofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

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LEGAL DESCRIPTION AND SKETCH DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

PROJECT DESIGN DRAWN CHECKED FILE NO. (S-T-R) 11-28-12 2532 DE-SK RMR 23-34-18

0 25' 50'

LEGAL DESCRIPTION AND SKETCH

PARCEL OF LAND LYING IN

227.

ч

05.46,17"

SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

UNPLATTED

S 82'46'28" E

20.06

L-D1 (O.R. 2362, PG. 2095)

£

02.46'17"

N 8773'43" W

20.00

LEGAL DESCRIPTION: (EASEMENT "C")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF TRACT 342 (RIVER HAMMOCK DRIVE), HERITAGE HARBOUR, PHASE 1, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE BEGINNING OF A NON-TANGET CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 06°00'16" W; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT 342 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'18" FOR 235.59 FEET; THENCE S 89°25'58" E ALONG SAID NORTHERLY LINE FOR 193.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,054.00 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06'39'30" FOR 238.69 FEET; THENCE S 82'46'28" E ALONG SAID NORTHERLY LINE FOR 54.16 FEET: THENCE N 02*46'17" E FOR 18.33 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED: THENCE CONTINUE N 02'46'17" E FOR 227.41 FFFT: THENCE

S 82'46'28" E FOR 20.06 FEET; THENCE S 02'46'17" W FOR 225.85 FEET; THENCE N 87'13'43" W FOR 20.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4,535 SQUARE FEET MORE OR LESS

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C2	2054.00'	06 34'18"	235.59'	235.46	N 8716'53" E
C6	2054.00'	06°39'30"	238.69'	238.56	S 86'06'13" E

C2

NOTION OF COMMENCEMENT

OC. OF COMMENCEMENT

OC

NORTHERLY LINE OF TRACT 342

S 89°25'58" E 193.69'

BEARING BASIS

PRIVATE ROAD RIGHT OF WAY & DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT

S 82'46'28" E 54.16'

UNPLATTED

SUBJECT PARCEL -

DRAINAGE EASEMENT "C"

PARCEL CONTAINS 4,535 SQUARE FEET MORE OR LESS

> POINT OF — BEGINNING DRAINAGE EASEMENT "C"

N 02'46'17" E

18.33

RIVER HAMMOCK DRIVE

UNPLATTED

TRACT 342 (P.B. 48, PG. 99)

UNPLATTED LANDS OF HARBOURVEST, LLC

8

LEGEND

PG. PAGE

P.B. PLAT BOOK

L1 LINE 1 OF LINE TABLE

C1 CURVE 1 OF CURVE TABLE

THIS IS NOT A SURVEY

BANKS S ENGINEERING of lessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINFERING LICENSE & FB 6469

ENGINEERING LICENSE # E8 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM LEGAL DESCRIPTION AND SKETCH

DRAINAGE EASEMENT

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 11-28-12
 2532
 DE-SK
 AMV
 RMR
 1"=50'
 4
 4
 23-34-18



Professional Engineers, Planners & Land Surveyors

DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

DRAINAGE EASEMENT

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

DRAINAGE EASEMENT-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,555.92 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 567.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 23°33'18" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°58'16" FOR 25.00 FEET; THENCE S 23°04'05" E FOR 132.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,342.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 22°32'10" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°04'00" FOR 25.00 FEET; THENCE N 23°04'05" W FOR 132.11 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,603.73 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 551.69 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 09°30'33" W FOR 39.04 FEET; THENCE N 71°37'14" E FOR 272.08 FEET; THENCE S 18°22'46" E FOR 20.00 FEET; THENCE S 71°37'14" W FOR 254.95 FEET; THENCE S 09°30'33" E FOR 17.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 22°35'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°46'22" FOR 20.57 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-3

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,668.62 FEET; THENCE S 89°51'39" E LEAVING SAID WEST

SHEET 1 OF 8

• SERVING THE STATE OF FLORIDA •

LINE FOR 1,344.80 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°20'29" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°09'55" FOR 30.00 FEET; THENCE S 07°55'02" W FOR 129.35 FEET; THENCE S 32°49'17" E FOR 6.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 37.45 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 09°15'38" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°13'23" FOR 30.87 FEET; THENCE N 32°49'17" W FOR 17.20 FEET; THENCE N 07°55'02" E FOR 140.49 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-4

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,715.27 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,373.16 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 12°32'41" E FOR 27.87 FEET; THENCE N 87°47'38" W FOR 201.21 FEET; THENCE N 01°55'24" E FOR 20.00 FEET; THENCE S 87°47'38" E FOR 225.29 FEET; THENCE S 12°32'41" W FOR 50.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°55'55" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'12" FOR 20.05 FEET TO THE **POINT OF BEGINNING**.

AND

DRAINAGE EASEMENT-5

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,689.41 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,999.52 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 16°45'03" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'24" FOR 2.28 FEET; THENCE N 73°08'32" E FOR 17.72 FEET; THENCE S 16°51'35" E FOR 133.45 FEET; THENCE S 73°08'32" W FOR 20.00 FEET; THENCE N 16°51'35" W FOR 133.45 FEET TO THE **POINT OF BEGINNING.**

AND

DRAINAGE EASEMENT-6

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,736.74 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 1,983.30 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 25°47'05" W FOR 61.78 FEET; THENCE N 64°12'55" E FOR 20.00 FEET; THENCE S 25°47'05" E FOR 64.93 FEET; THENCE S 73°08'32" W FOR 16.29 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'35" FOR 3.96 FEET TO THE **POINT OF BEGINNING**.

AND

DRAINAGE EASEMENT-7

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,788.62 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 2,592.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°16'10" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°10'31" FOR 20.00 FEET; THENCE S 06°51'19" W FOR 139.82 FEET; THENCE S 58°50'27" W FOR 28.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 36.55 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 74°43'10" E; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°45'25" FOR 20.26 FEET; THENCE N 58°50'27" E FOR 18.98 FEET; THENCE N 06°51'19" E FOR 130.07 FEET TO THE **POINT OF BEGINNING**.

AND

DRAINAGE EASEMENT-8

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,840.19 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 2,578.55 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 46°31'16" W FOR 84.56 FEET; THENCE N 43°28'44" E FOR 20.00 FEET; THENCE S 46°31'16" E FOR 110.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°02'55" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°50'34" FOR 32.97 FEET TO THE **POINT OF BEGINNING.**

COMBINED PARCELS CONTAIN 27,560.7 SQUARE FEET OR 0.633 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

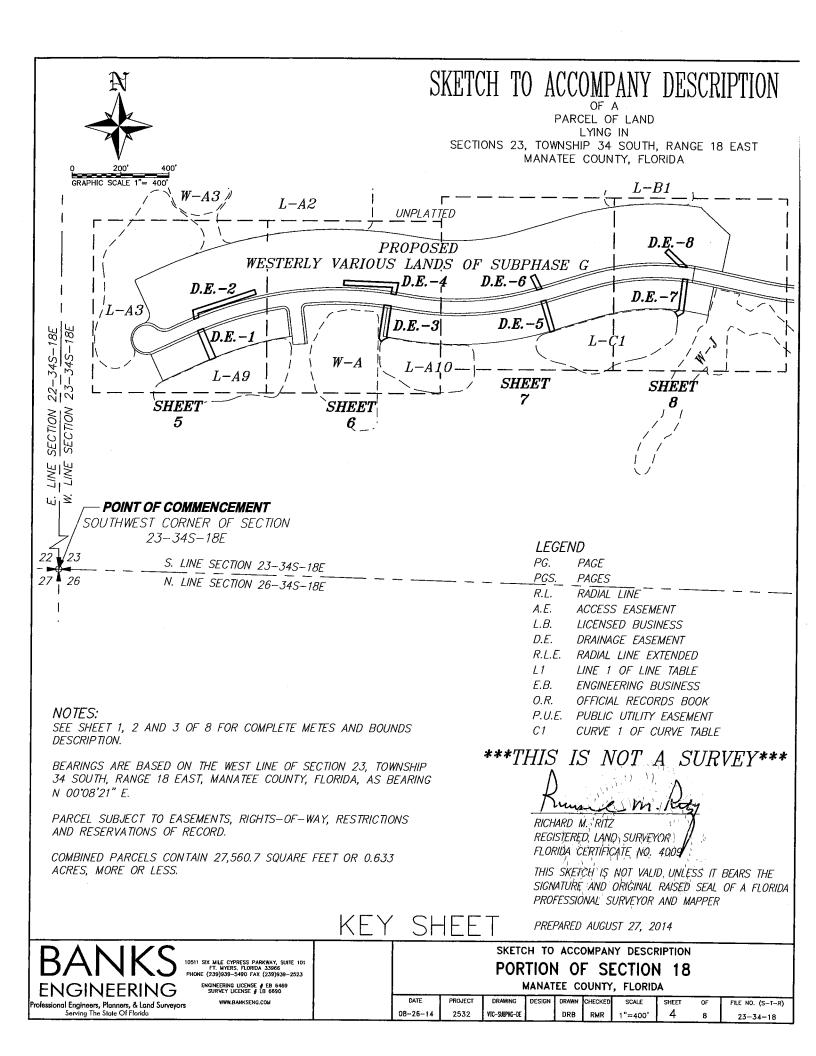
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

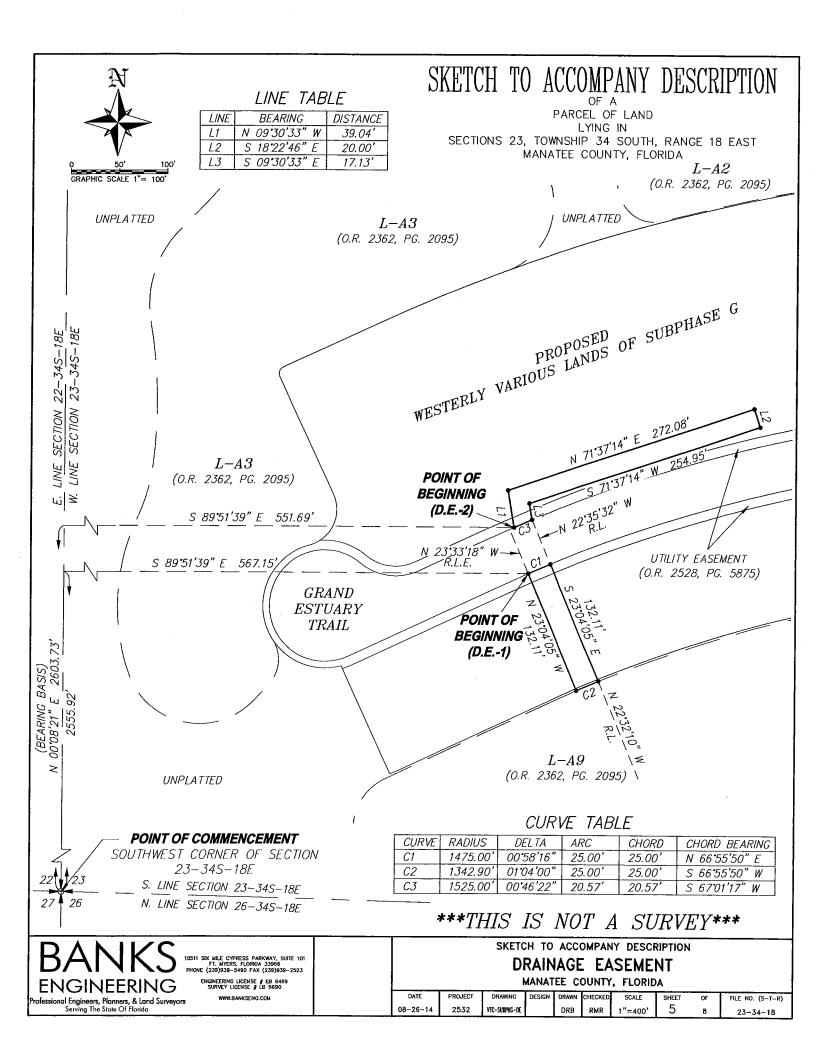
AUGUST 27, 2014

RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009





LINE TABLE SKETCH TO ACCOMPANY DESCRIPTION LINE BEARING DISTANCE OF A PARCEL OF LAND L4 S 32°49'17" E 6.03' N 32'49'17" W L5 17.20 LYING IN N 12'32'41" E 27.87 *L6* SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST N 01°55'24" E *L7* 20.00 MANATEE COUNTY, FLORIDA S 12°32'41" L8 W 50.45 GRAPHIC SCALE 1"= 100" L-A2(O.R. 2362, PG. 2095) **UNPLATTED UNPLATTED** 23-34S-18E 22-34S-18E PROPOSED WESTERLY VARIOUS LANDS OF SUBPHASE G SECTION SECTION S 87'47'38" E 225.29' TINE TINE **POINT OF** N 87°47'38 **∞** BEGINNING 201,21 7. ыi S 89°51'39" E 1373.16' (D.E.-4)GRAND ESTUARY TRAIL N 07'20'29" R.L.E. N 08°55'55" E S <u>89°51′39" E</u> 1<u>344</u>.<u>80′</u> R.L. **POINT OF** HERITAGE PRESERVE BEGINNING UNPLATTED (D.E.-3) 6.0 UTILITY EASEMENT UTILITY EASEMENT (O.R. 2528, PG. 5875) (O.R. 2528, PG. 5875) (BEARING BASIS) 1 00'08'21" E 2715.27' 2668.62' W-AN 0915'38" W (O.R. 2362, PG. 2095) R.L. L-A9L-A10(O.R. 2362, PG. 2095) (O.R. 2362, PG. 2095) \geq CURVE TABLE **POINT OF COMMENCEMENT** CURVE **RADIUS DELTA** ARC CHORD CHORD BEARING SOUTHWEST CORNER OF SECTION 01°09'55" C4 1475.00° 30.00 30.00' S 82'04'34" E 23-34S-18E 47'13'23" S 57°07'40" W C5 37.45 30.87 30.00 S. LINE SECTION 23-34S-18E C6 1525.00' 00'45'12" N 81°26'40" W 20.05 20.05 N. LINE SECTION 26-34S-18E 26

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SURVEY LICENSE # EB 6690

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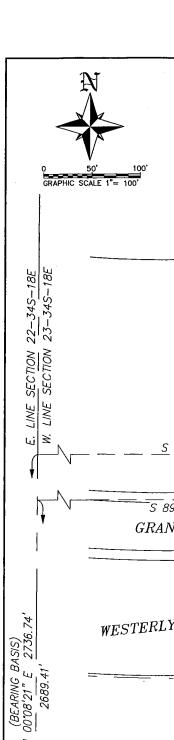
DRAINAGE EASEMENT
MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 08-26-14
 2532
 YIC-SUBMIC-DE
 DRB
 RMR
 1"=400"
 6
 8
 23-34-18

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION



INF TARIF

	Enve me	
LINE	BEARING	DISTANCE
L9	N 73°08'32" E	17.72'
L10	S 73°08'32" W	20.00'
L11	N 25°47'05" W	61.78
L12	N 6412'55" E	20.00'
L13	S 25'47'05" E	64.93'
L14	S 73°08'32" W	16.29

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

UNPLATTED

PROPOSED OF SUBPHASE G
WESTERLY VARIOUS LANDS

S 89'51'39" E 1983.30'

POINT OF BEGINNING (D.E.-6)

-S 16.51.28" E R.L.E.

S 89°51'39" E 1999.52' GRAND ESTUARY TRAIL

POINT OF BEGINNING

S 16°45'03" E R.L.

UTILITY EASEMENT (O.R. 2528, PG. 5875)

(D.E.-5)

WESTERLY VARIOUS LANDS OF SUBPHASE G

L-C1(O.R. 2362, PG. 2095)

UNPLATTED

L-A10(O.R. 2362, PG. 2095)

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF SECTION 23-34S-18E

S. LINE SECTION 23-34S-18E N. LINE SECTION 26-34S-18E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C7	1225.00'	00'06'24"	2.28'	2.28'	N 73'11'45" E
C8	1175.00'	00 ° 11'35"	3.96'	3.96'	S 7314'20" W

THIS IS NOT A SURVEY

NEERING ional Engineers, Planners, & Land Surveyors Serving The State Of Florida

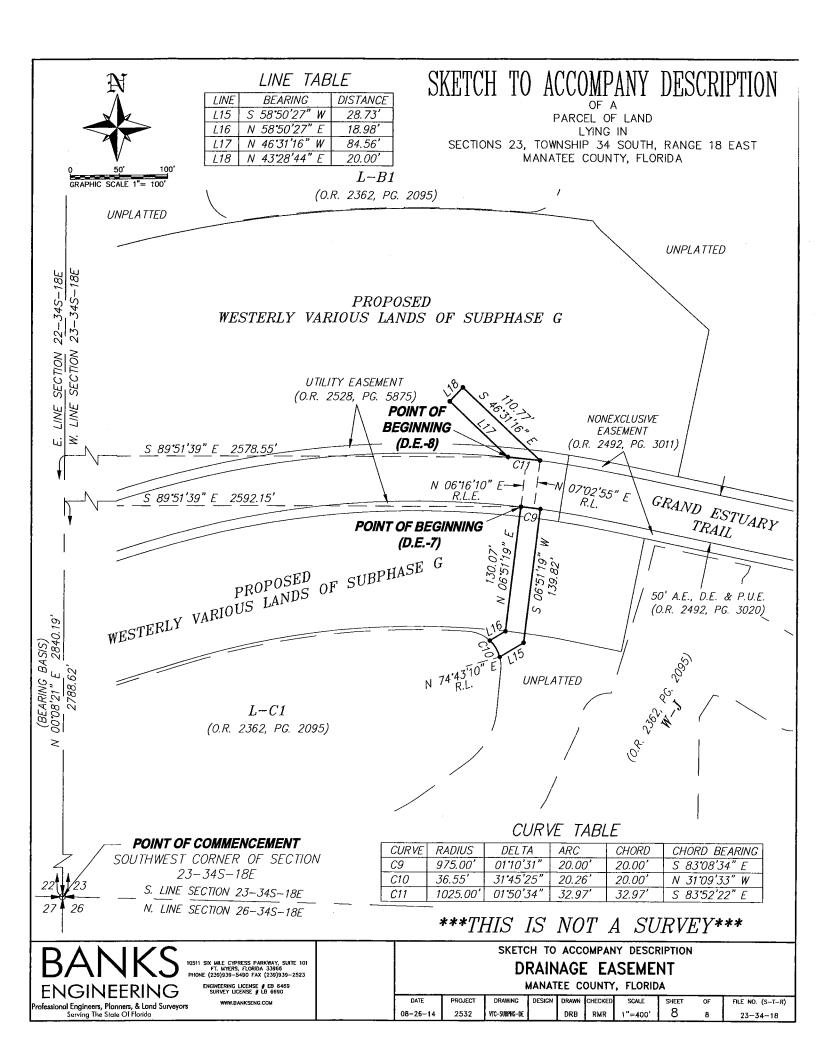
10511 SIX MILE CYPRESS PARKWAY, SUITE 10 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION

DRAINAGE EASEMENT MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWN CHECKED FILE NO. (S-T-R) 08-26-14 DRB YTC-SUBPHG-DI 1"=400 23-34-18





Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

SHEET 1 OF 7

SERVING THE STATE OF FLORIDA

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET: THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET; THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1.225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET: THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

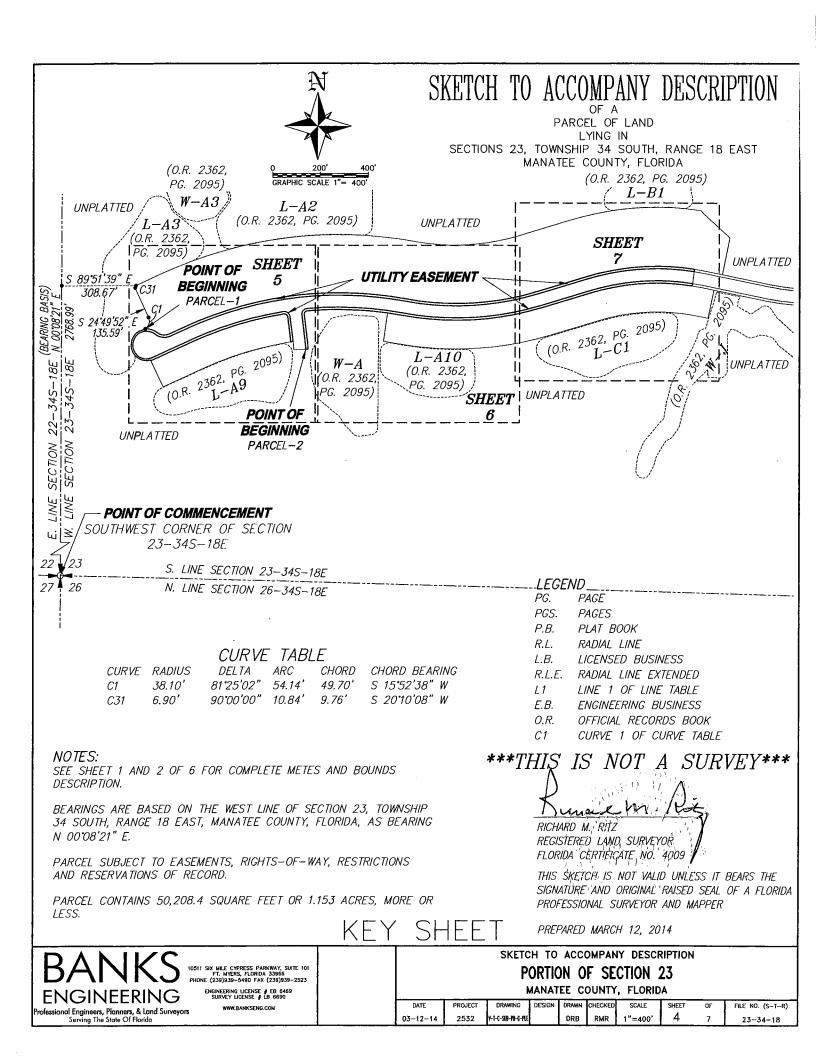
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

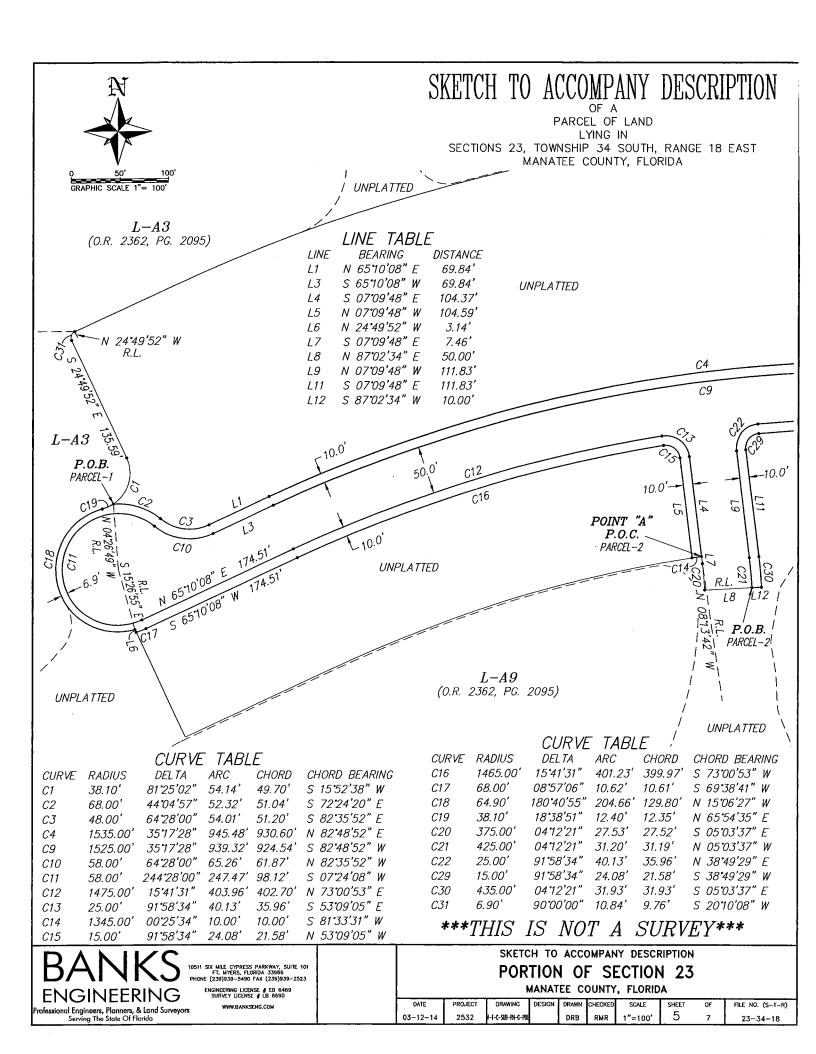
MARCH 12, 2014

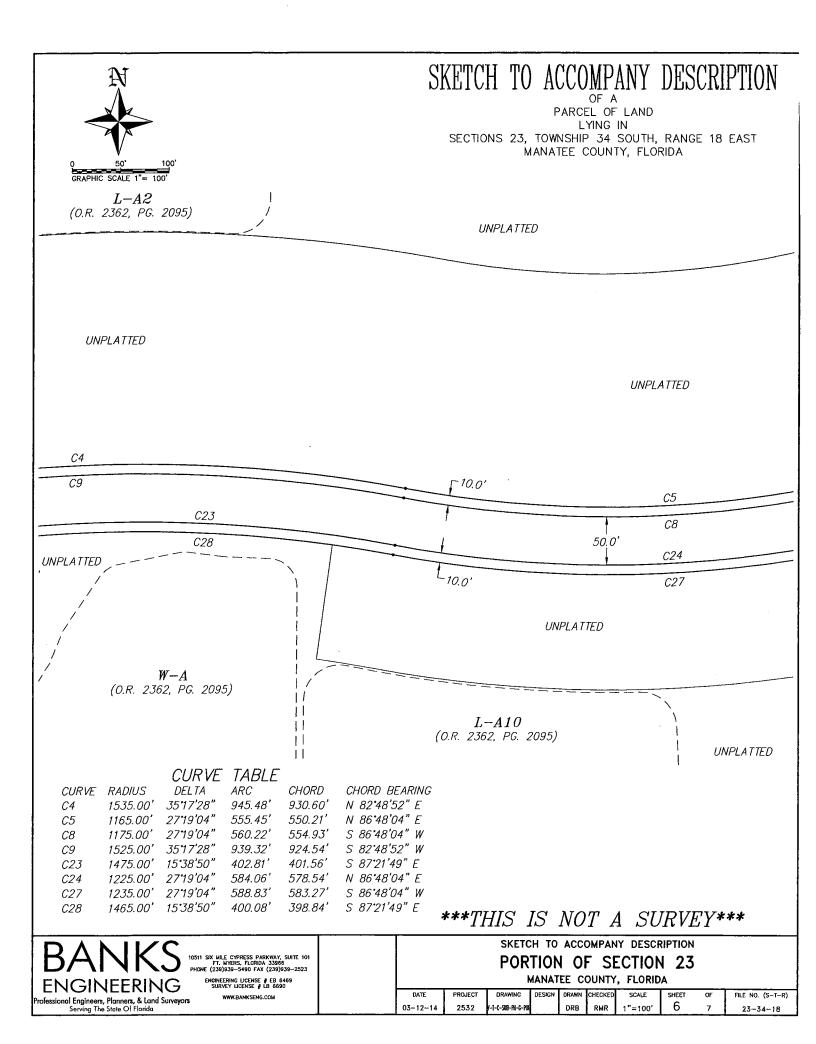
RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO 4009







0 50' 100' GRAPHIC SCALE 1"= 100'

SKETCH TO ACCOMPANY DESCRIPTION

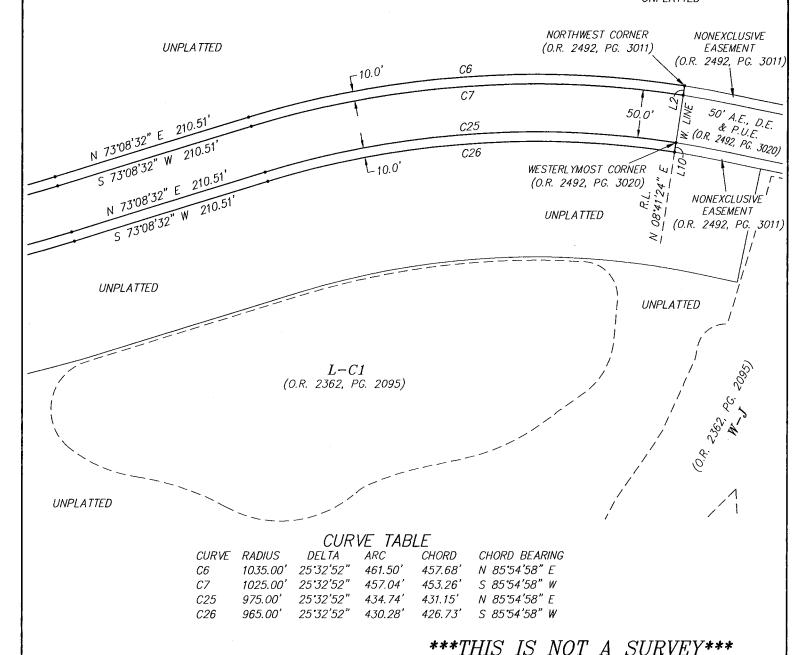
OF A PARCEL OF LAND

LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

LINE TABLE

LINE BEARING DISTANCE
L2 S 08'41'24" W 10.00'
L10 S 08'41'24" W 10.00'

UNPLATTED



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SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWING DESIGN DRAWN CHECKED SCALE SHEET OF FILE NO. (S-T-R) 03-12-14 2532 I-I-C-SB-RH-C-RIS DRB RMR 1"=100' 7 7 23-34-18



Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET: THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242.23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.60 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

SERVING THE STATE OF FLORIDA

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET; THENCE N 08°41'24" E FOR 10.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE **POINT OF BEGINNING.**

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT "A"**; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 57,129.2 SQUARE FEET OR 1.312 ACRES MORE OR LESS.

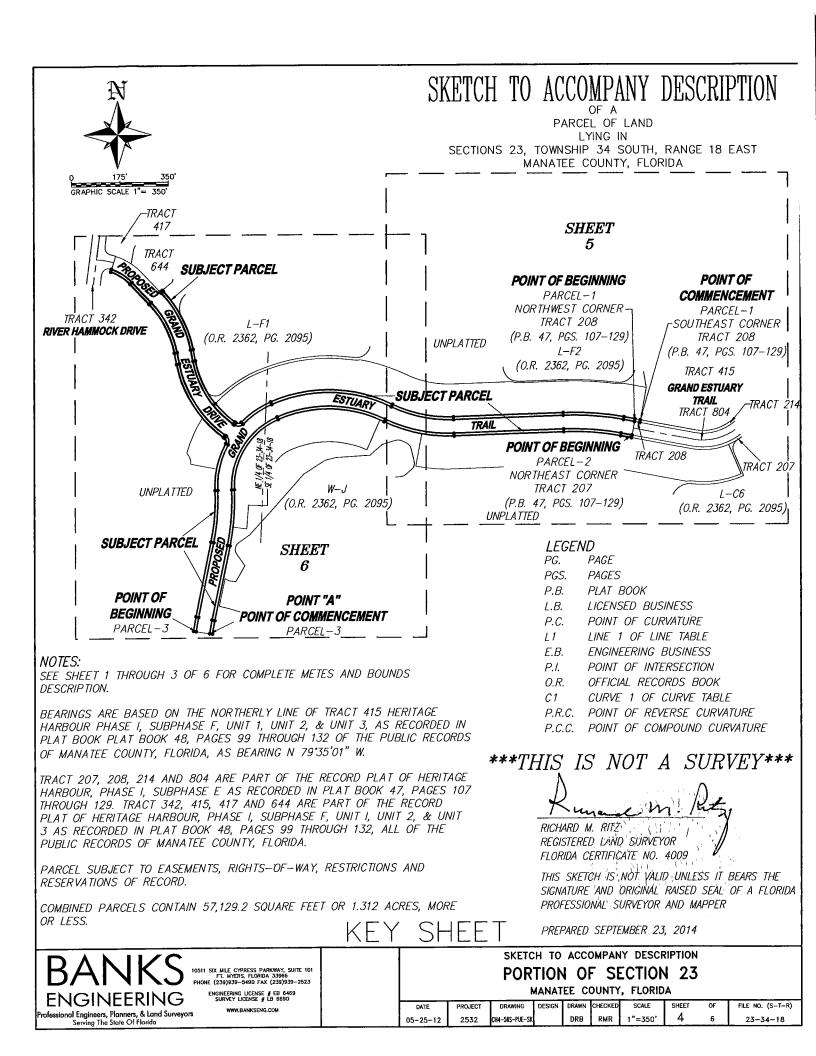
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

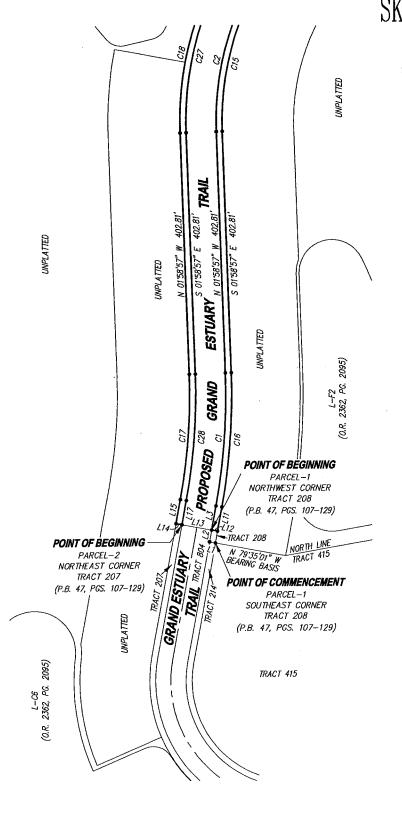
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

RICHARD M. RITZ

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. #009





10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

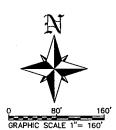
WWW.BANKSENG.COM

ofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00
L2	N 10'24'59" E	20.00
L3	N 10'24'59" E	40.74
L11	S 10'24'59" W	40.74
L12	N 79'35'01" W	10.00'
L13	N 79'35'01" W	50.00'
L14	N 79'35'01" W	10.00'
L15	N 10'24'59" E	40.74
L17	S 10'24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1025.00'	12'23'56"	221.81'	221.38'	N 0473'01" E
C2	480.00'	27'47'23"	232.81	230.54	N 11'54'44" E
C15	470.00'	27'47'23"	227.96'	225.73'	S 11'54'44" W
C16	1035.00'	12"23"56"	223.98'	223.54	S 0473'01" W
C17	965.00'	12"23"56"	208.83	208.42	N 04"13'01" E
C18	540.00°	27'47'23"	261.91	259.35'	N 11'54'44" E
C27	530.00'	27'47'23"	257.06'	254.55'	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58'	S 0473'01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

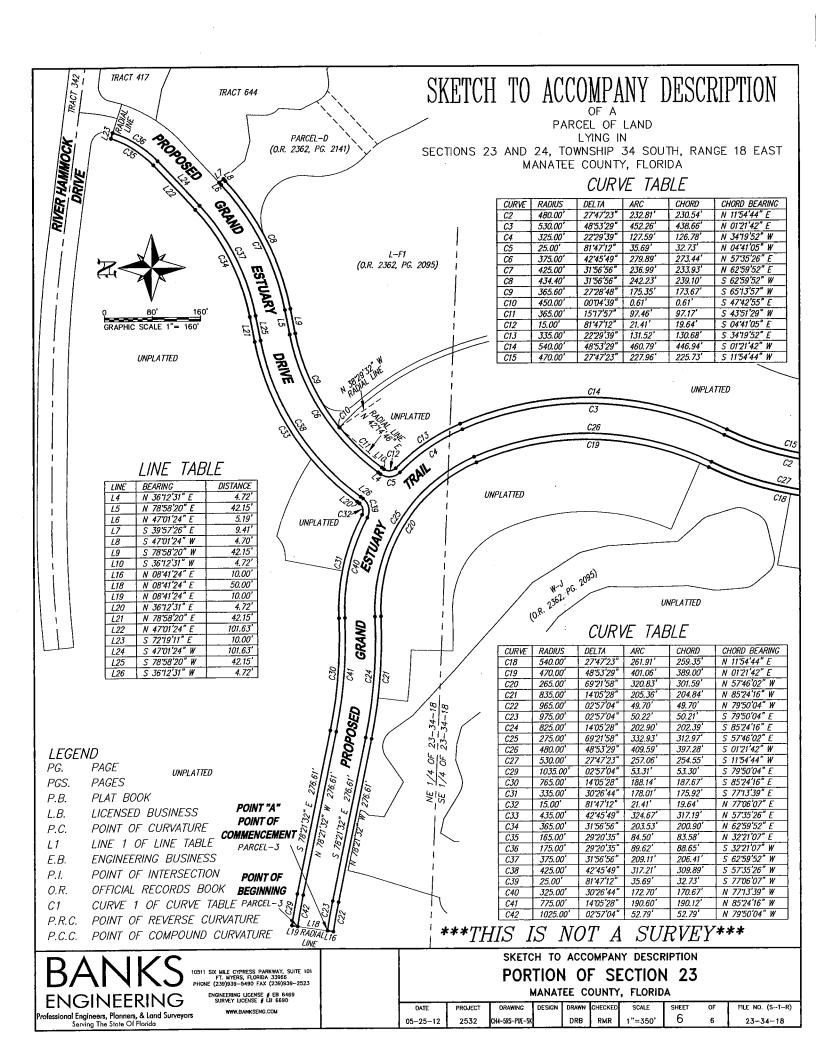
P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

05-25-12 2532 CH4-5RS-PUE-5K DRB RMR 1"=350' 5 6 23-34-18	DATE	PROJECT	ORAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET	QF	FILE NO. (S-T-R)
	05-25-12	2532	CH4-5RS-PUE-SK		DRB	RMR	1"=350'	5	6	23-34-18





DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I. SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804; THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

• SERVING THE STATE OF FLORIDA •

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

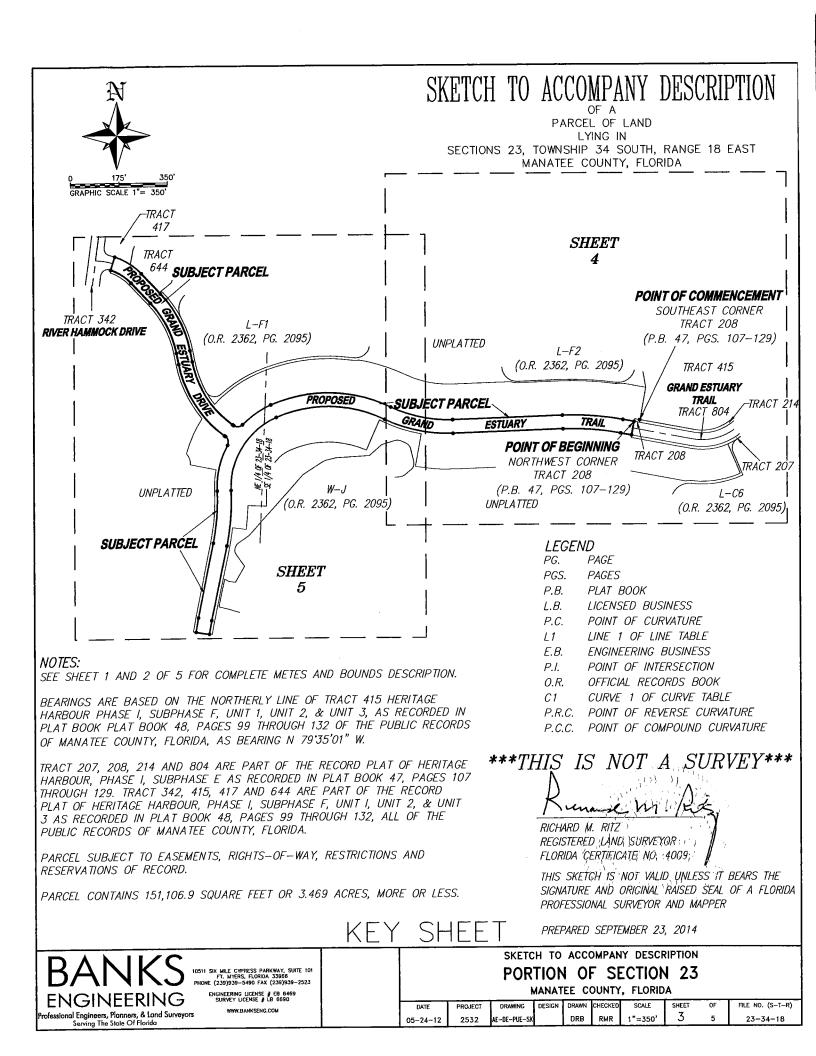
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

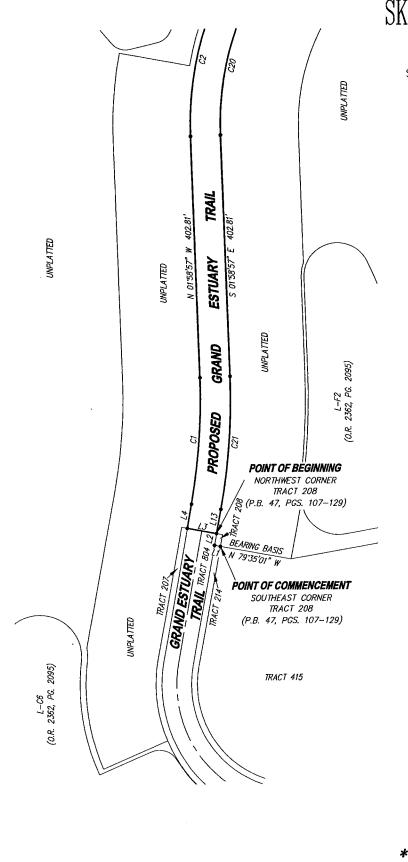
SEPTEMBER 23, 2014.

RICHARD M. RITZ REGISTERED LAND SURVEYOR

Sty 3.

FLORIDA CERTIFICATION NO. 4009

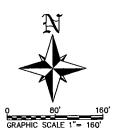




SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00'
L2	N 10°24'59" E	20.00'
L3	N 79'35'01" W	50.00'
L4	N 10°24'59" E	40.74
L13	S 10'24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	975.00'	12"23'56"	210.99	210.58'	N 0473'01" E
C2	530.00	27'47'23"	257.06	254.55	N 11'54'44" E
C20	480.00'	27'47'23"	232.81'	230.54	S 11'54'44" W
C21	1025.00'	12'23'56"	221.81'	221.38'	S 0473'01" W

LEGEND

PAGE

PGS. **PAGES**

PLAT BOOK P.B.

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

LINE 1 OF LINE TABLE L1

ENGINEERING BUSINESS E.B.

P.I. POINT OF INTERSECTION

0.R. OFFICIAL RECORDS BOOK

C1CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

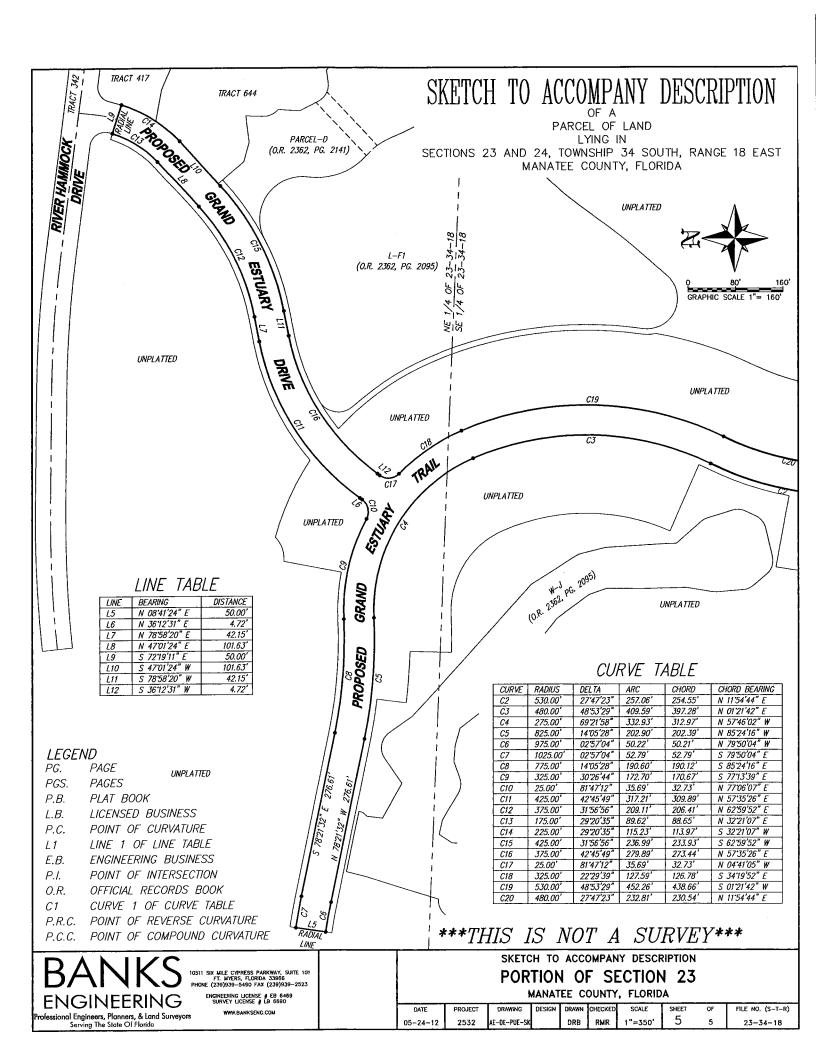
SKETCH TO ACCOMPANY DESCRIPTION

PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

DRAWN CHECKED FILE NO. (S-T-R) AE-DE-PUE-S DRB RMR 1"=350' 23-34-18

ional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM



BILL OF SALE, ABSOLUTE

Requisition No. ___ Lennar Homes, LLC On-Site Utilities Systems

On this 24 day of SEPTEMBEL 2014, LENNAR HOMES, LLC, a Florida limited liability company, authorized to conduct its affairs in the State of Florida ("Grantor"), in consideration the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, to be paid by HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("Grantee"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

All of the personalty, fixtures and improvements described on Exhibit "A" attached (the "Transferred Improvements"), lying within or on the land, more particularly described on Exhibit "B" attached (the "Property")

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

In addition, Grantor warrants to Grantee that the Transferred Improvements are fit for their intended purpose for which they will be used by Grantee and are free from any defect, whether patent or latent, in design, manufacture, construction, installation, workmanship, and materials. This warranty shall expire twelve (12) months from the date of this Bill of Sale.

Further, Grantor assigns to Grantee any and all of Assignor's right, title and interest in and to any manufacturer, contractor, building or other warranties pertaining to the Transferred Improvements to the extent assignable.

Grantor has executed this Bill of Sale on the day and year written above.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

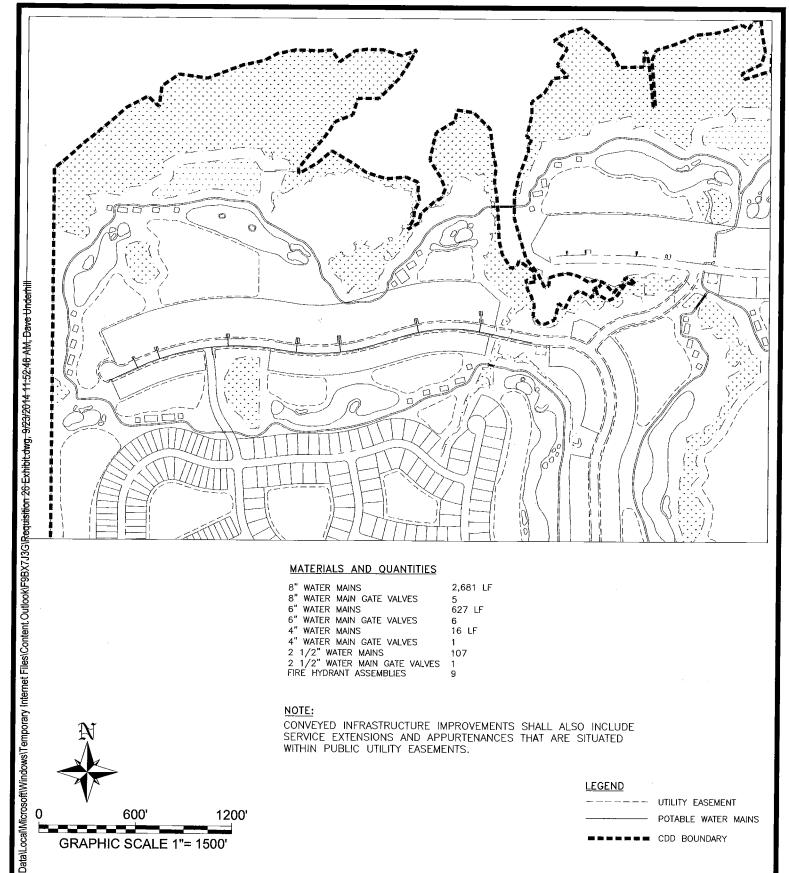
LENNAR HOMES, LLC, a Florida maited liability company

Witnesses:	
	By: Darin McMurray, Vice President
Signature Printed Name:	
Signature Printed Name:	
STATE OF FLORIDA) COUNTY OF LEE) ss.	
on behalf of the company, who is (knowledged before me, this <u>24</u> of <u>StpTEMBLE</u> , ent of Lennar Homes, LLC, a Florida limited liability company, (1) personally known to me or (1) has produced dence of identification.
(SEAL)	NOTARY PUBLIC Name:
DEANNA J. CRAFT Commission # FF 000946 Expires July 20, 2017 Bondad Thru Troy Fein Insurance 200-385-7019	(Type or Print) My Commission Expires:

EXHIBIT "A" TRANSFERRED IMPROVEMENTS Requisition No. ___ Lennar Homes, LLC

On-Site Utilities Systems

The infrastructure and/or improvements are located within that real property more particularly described on Exhibit "B" attached and incorporated by reference.

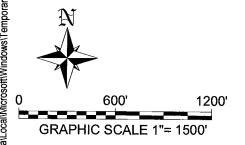


MATERIALS AND QUANTITIES

8" WATER MAINS 8" WATER MAIN GATE VALVES 2,681 LF 627 LF WATER MAINS WATER MAIN GATE VALVES 6 WALEN MUNICHTON WATER MAINS
4" WATER MAIN GATE VALVES
2 1/2" WATER MAINS
2 1/2" WATER MAIN GATE VALVES
FIRE HYDRANT ASSEMBLIES 16 LF 107



CONVEYED INFRASTRUCTURE IMPROVEMENTS SHALL ALSO INCLUDE SERVICE EXTENSIONS AND APPURTENANCES THAT ARE SITUATED WITHIN PUBLIC UTILITY EASEMENTS.



<u>LEGEND</u>

 UTILITY EASEMENT POTABLE WATER MAINS

CDD BOUNDARY

ENGINEERING

573 INTERSTATE BLVD. SARASOTA, FLORIDA 34240 DNE: (941) 360–1618 FAX: (941) 360–6918

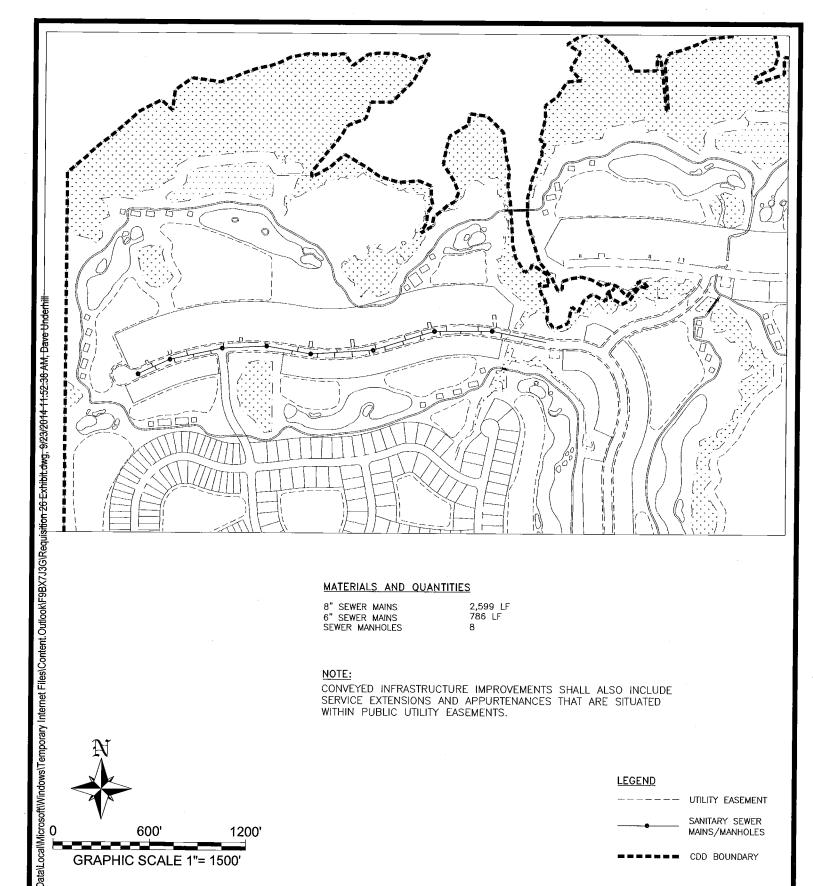
ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

HERITAGE HARBOUR NORTH CDD

MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWING DESIGN DRAWN CHECKED FILE NO. (S-T-R) 08-27-2014

PROPOSED DISTRICT OWNED POTABLE WATER

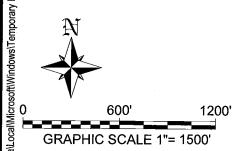


MATERIALS AND QUANTITIES

8" SEWER MAINS 6" SEWER MAINS SEWER MANHOLES 2,599 LF 786 LF

NOTE:

CONVEYED INFRASTRUCTURE IMPROVEMENTS SHALL ALSO INCLUDE SERVICE EXTENSIONS AND APPURTENANCES THAT ARE SITUATED WITHIN PUBLIC UTILITY EASEMENTS.



LEGEND UTILITY EASEMENT

> SANITARY SEWER MAINS/MANHOLES

CDD BOUNDARY

ENGINEERING

573 INTERSTATE BLVD. SARASOTA, FLORIDA 34240 DNE: (941) 360–1618 FAX: (941) 360–6918

ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

HERITAGE HARBOUR NORTH CDD MANATEE COUNTY, FLORIDA

DATE PROJECT DRAWING DRAWN CHECKE SCALE SHEET FILE NO. (S-T-R) DRA DRA SCC SANITARY 1"=600"

PROPOSED DISTRICT OWNED SANITARY SEWER

EXHIBIT "B"
LEGAL DESCRIPTION
Requisition No. ___
Lennar Homes, LLC
On-Site Utilities Systems

EXHIBIT "B"
LEGAL DESCRIPTION
Requisition No. ___
Lennar Homes, LLC
On-Site Utilities Systems



DESCRIPTION
OF A
OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208, HERITAGE HARBOUR, PHASE I, SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE N 47°01'24" E FOR 5.19 FEET; THENCE S 39°57'26" E FOR 9.41 FEET; THENCE S 47°01'24" W FOR 4.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 434.40 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 242,23 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.60 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°28'48" FOR 175.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 42°14'46" E; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°04'39" FOR 0.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET

SHEET 1 OF 6

SERVING THE STATE OF FLORIDA

AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 38°29'32" W; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°17'57" FOR 97.46 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 131.52 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 460.79 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 227.96 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 223.98 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE NORTHEAST CORNER OF SAID TRACT 208; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-2

BEGINNING AT THE NORTHEAST CORNER OF TRACT 207 OF SAID HARBOUR, PHASE I, SUBPHASE E; THENCE N 79°35'01" W ALONG THE NORTH LINE OF SAID TRACT FOR 10.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E LEAVING SAID TRACT FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 208.83 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 540.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 261.91 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 401.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 320.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 205.36 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 49.70 FEET; THENCE N 08°41'24" E FOR 10.00 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

AND

PARCEL-3

COMMENCING AT AFORESAID **POINT "A"**; THENCE N 08°41'24" E FOR 50.00 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 08°41'24" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,035.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 53.31 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 765.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 14°05'28" FOR 188.14 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 178.01 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 21.41 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 324.67 FEET; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 203.53 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 165.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 84.50 FEET; THENCE S 72°19'11" E FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 57,129.2 SQUARE FEET OR 1.312 ACRES MORE OR LESS.

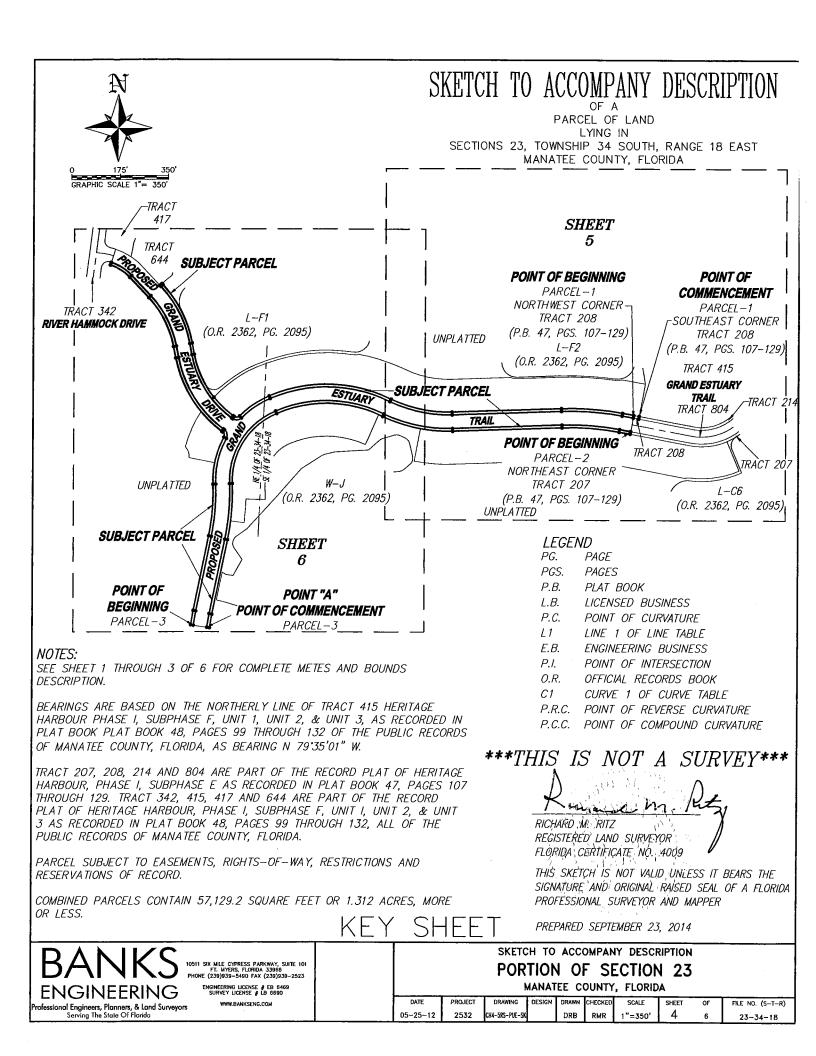
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

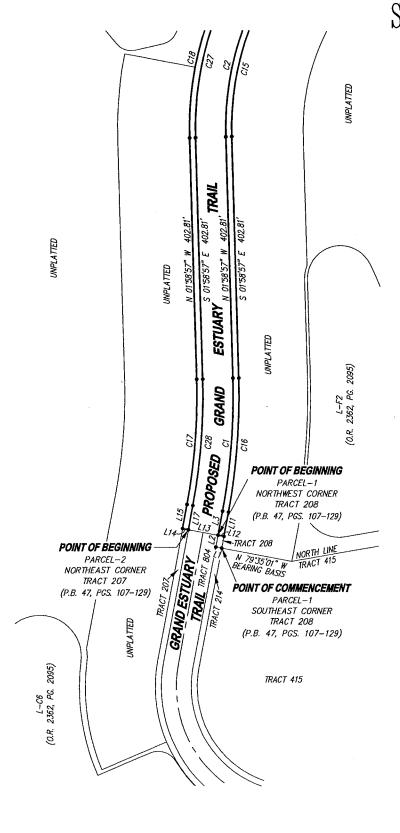
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

SEPTEMBER 23, 2014.

RICHARD M. RITZ REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. #009





SKETCH TO ACCOMPANY DESCRIPTION PARCEL OF LAND

OF A
PARCEL OF LAND
LYING IN
SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 79'35'01" W	10.00'
L2	N 10'24'59" E	20.00'
L3	N 10'24'59" E	40.74
L11	S 10'24'59" W	40.74
L12	N 79'35'01" W	10.00'
L13	N 79'35'01" W	50.00'
L14	N 79'35'01" W	10.00'
L15	N 10°24'59" E	40.74'
L17	S 10°24'59" W	40.74

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1025.00	12'23'56"	221.81	221.38'	N 0473'01" E
C2	480.00'	27'47'23"	232.81'	230.54'	N 11'54'44" E
C15	470.00'	27'47'23"	227.96'	225.73'	S 11'54'44" W
C16	1035.00	12'23'56"	223.98'	223.54	S 04'13'01" W
C17	965.00'	12"23"56"	208.83	208.42'	N 04'13'01" E
C18	540.00'	27'47'23"	261.91	259.35'	N 11'54'44" E
C27	530.00'	27'47'23"	257.06	254.55	S 11'54'44" W
C28	975.00'	12'23'56"	210.99'	210.58'	S 0473'01" W

LEGEND

PG. PAGE

PGS. PAGES

P.B. PLAT BOOK

L.B. LICENSED BUSINESS

P.C. POINT OF CURVATURE

L1 LINE 1 OF LINE TABLE

E.B. ENGINEERING BUSINESS

P.I. POINT OF INTERSECTION

O.R. OFFICIAL RECORDS BOOK

C1 CURVE 1 OF CURVE TABLE

P.R.C. POINT OF REVERSE CURVATURE

P.C.C. POINT OF COMPOUND CURVATURE

THIS IS NOT A SURVEY

BANKS

10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE (239)939–5490 FAX (239)939–2523

ENGINEERING
TOLESSIONAL Engineers, Planners, & Land Surveyors
Serving The State Of Florida

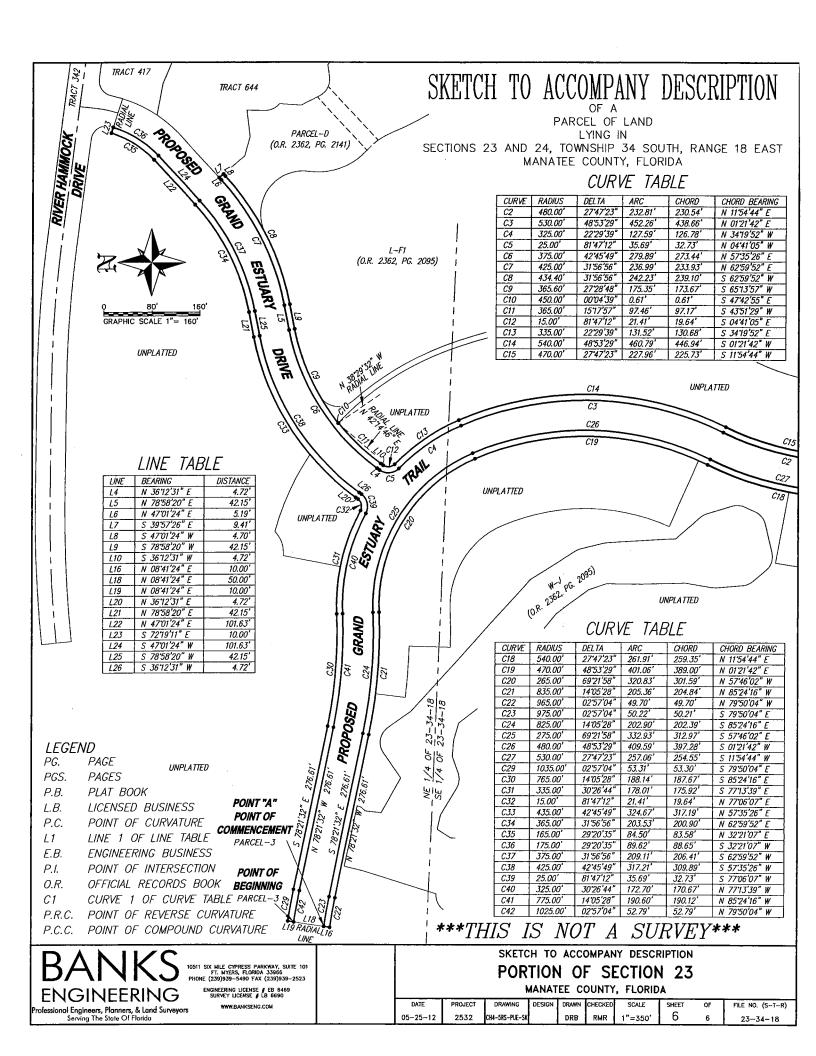
10511 SIX MILE CYPRESS PARKWAY, SUITE 101
FT. MYERS, FLORIDA 33966
PHONE EXPRING LICENSE / LIE 6690
WWW.BANKSENG.COM
WWW.BANKSENG.COM

PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWIN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 05-25-12
 2532
 CH4-5KS-PUE-SK
 DRB
 RMR
 1"=350"
 5
 6
 23-34-18





DESCRIPTION OF A PARCEL OF LAND LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 208 HERITAGE HARBOUR, PHASE I. SUBPHASE E AS RECORDED IN PLAT BOOK 47 AT PAGE 107 THROUGH 129 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 79°35'01" W ALONG THE SOUTH LINE OF SAID TRACT FOR 10.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE N 10°24'59" E ALONG THE WEST LINE OF SAID TRACT FOR 20.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED: THENCE N 79°35'01" W ALONG THE NORTH LINE OF TRACT 804 OF SAID HERITAGE HARBOUR, PHASE I, SUBPHASE E FOR 50.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT 804: THENCE N 10°24'59" E FOR 40.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 210.99 FEET; THENCE N 01°58'57" W FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 257.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 409.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'58" FOR 332.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 202.90 FEET; THENCE N 78°21'32" W FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 50.22 FEET; THENCE N 08°41'24" E FOR 50.00 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'04" FOR 52.79 FEET; THENCE S 78°21'32" E FOR 276.61 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 775.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'28" FOR 190.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 02°27'01" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°26'44" FOR 172.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET; THENCE N 36°12'31" E FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 317.21 FEET

SHEET 1 OF 5

• SERVING THE STATE OF FLORIDA •

; THENCE N 78°58'20" E FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 209.11 FEET; THENCE N 47°01'24" E FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 89.62 FEET; THENCE S 72°19'11" E FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 225,00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 72°19'11" E; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°20'35" FOR 115.23 FEET; THENCE S 47°01'24" W FOR 101.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°56'56" FOR 236.99 FEET; THENCE S 78°58'20" W FOR 42.15 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°45'49" FOR 279.89 FEET; THENCE S 36°12'31" W FOR 4.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°47'12" FOR 35.69 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'39" FOR 127.59 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°53'29" FOR 452.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'23" FOR 232.81 FEET; THENCE S 01°58'57" E FOR 402.81 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'56" FOR 221.81 FEET; THENCE S 10°24'59" W FOR 40.74 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 151,106.9 SQUARE FEET OR 3.469 ACRES MORE OR LESS.

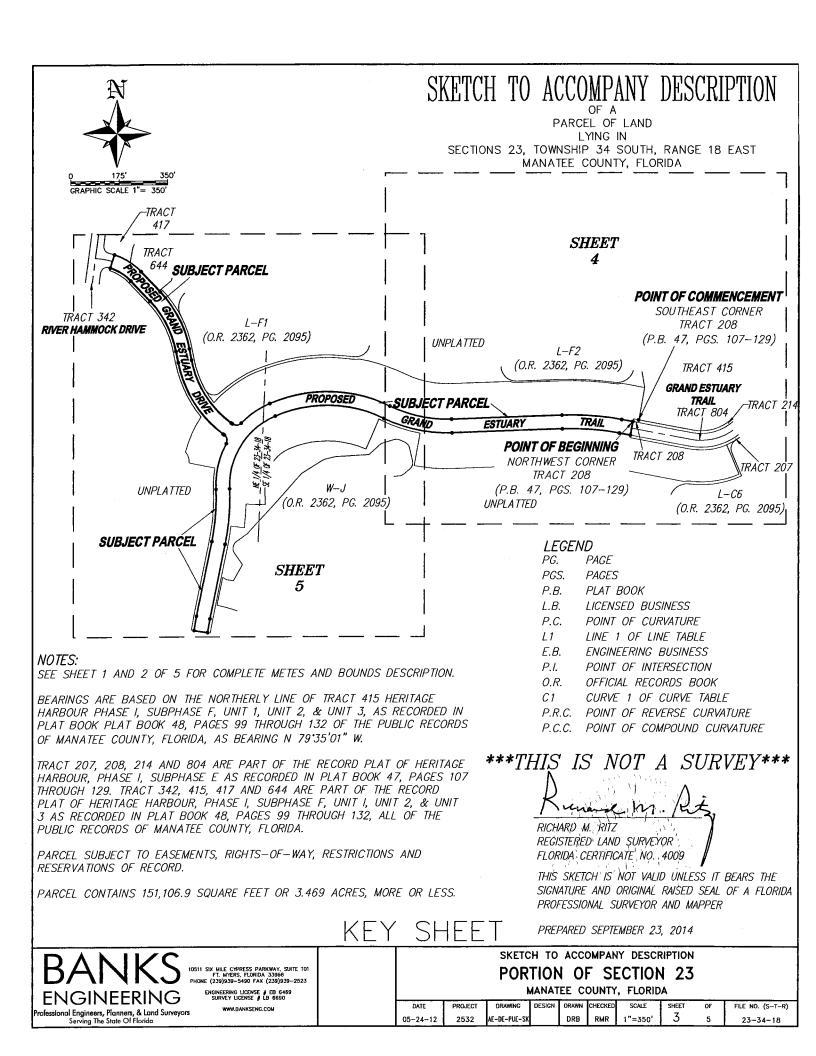
BEARINGS ARE BASED ON THE NORTHERLY LINE OF TRACT 415 HERITAGE HARBOUR PHASE I, SUBPHASE F, UNIT 1, UNIT 2, & UNIT 3, AS RECORDED IN PLAT BOOK PLAT BOOK 48, PAGES 99 THROUGH 132 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AS BEARING N 79°35'01" W.

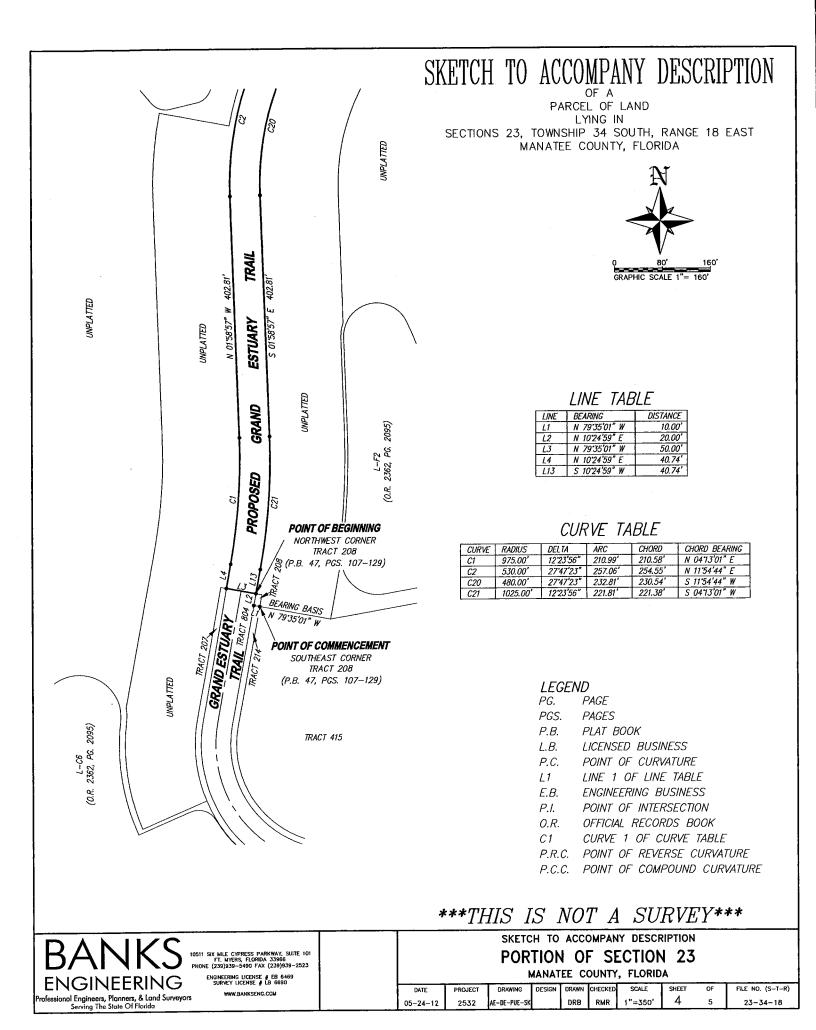
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

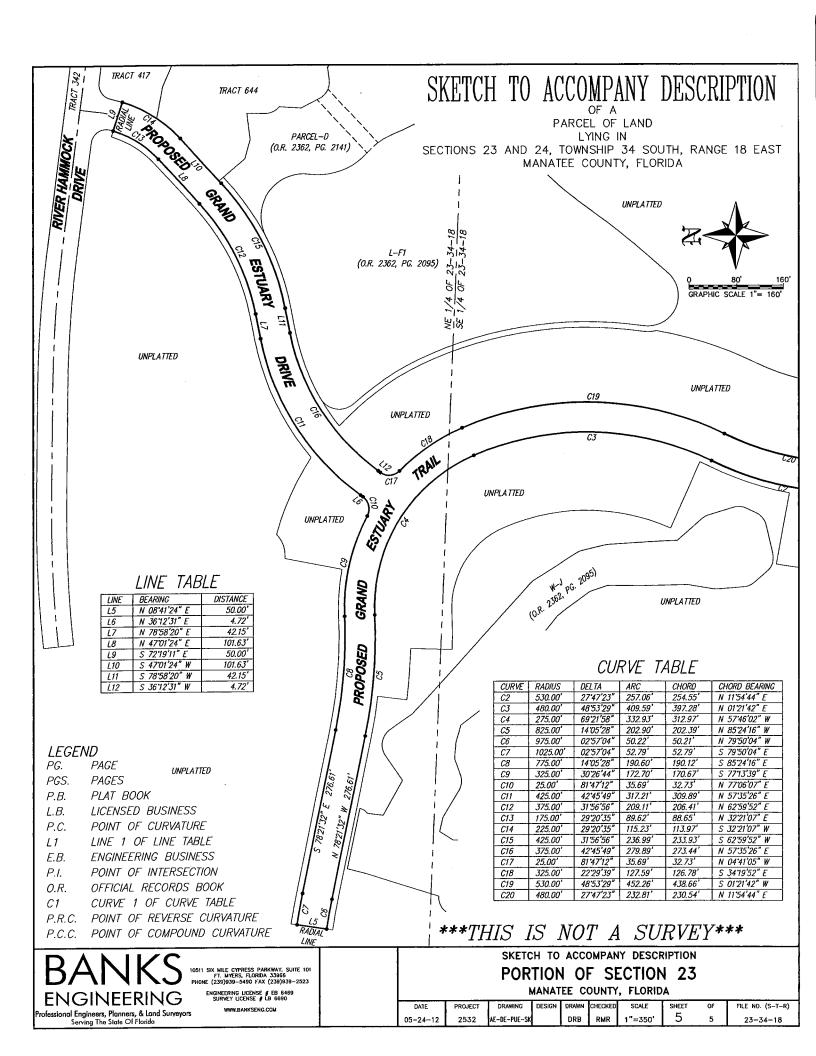
SEPTEMBER 23, 2014.

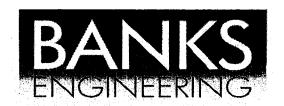
RICHARD M. RITZ

REGISTERED LAND SURVEYOR FLORIDA CERTIFICATION NO. 4009









DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768,99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 135.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 38.10 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°25'02" FOR 54.14 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 04°26'49" W; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'57" FOR 52.32 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 54.01 FEET; THENCE N 65°10'08" E FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,535.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 945.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,165.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 555.45 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1.035.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 461.50 FEET TO THE NORTHWEST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457,04 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,175.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°17'28" FOR 939.32 FEET; THENCE S 65°10'08" W FOR 69.84 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°28'00" FOR 65.26 FEET TO THE

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• SERVING THE STATE OF FLORIDA •

BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHERLY AND THEN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET; THENCE N 65°10'08" E FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 104.37 FEET TO POINT "A" AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,345.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°13'42" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°25'34" FOR 10.00 FEET: THENCE N 07°09'48" W FOR 104.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 401.23 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 68.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°57'06" FOR 10.62 FEET; THENCE N 24°49'52" W FOR 3.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 64.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 15°26'55" E; THENCE NORTHWESTERLY AND THEN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°40'55" FOR 204.66 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 38.10 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'51" FOR 12.40 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT AFORESAID POINT "A"; THENCE S 07°09'48" E FOR 7.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 87°02'34" E FOR 50.00 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,225.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 584.06 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET TO THE WESTERLYMOST CORNER OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3020 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY, FOR 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 430.28 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,235.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 588.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,465.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 400.08 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 24.08 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.93 FEET; THENCE S 87°02'34" W FOR 10.00 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAIN 50,208.4 SQUARE FEET OR 1.153 ACRES MORE OR LESS.

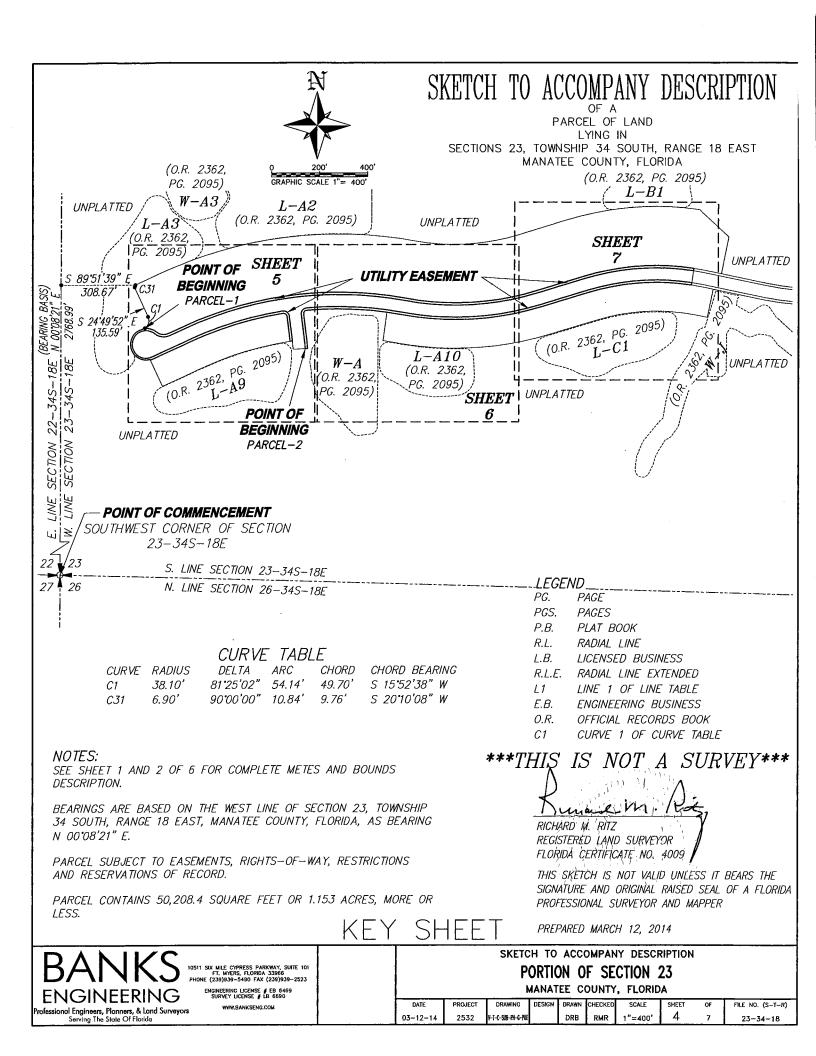
BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

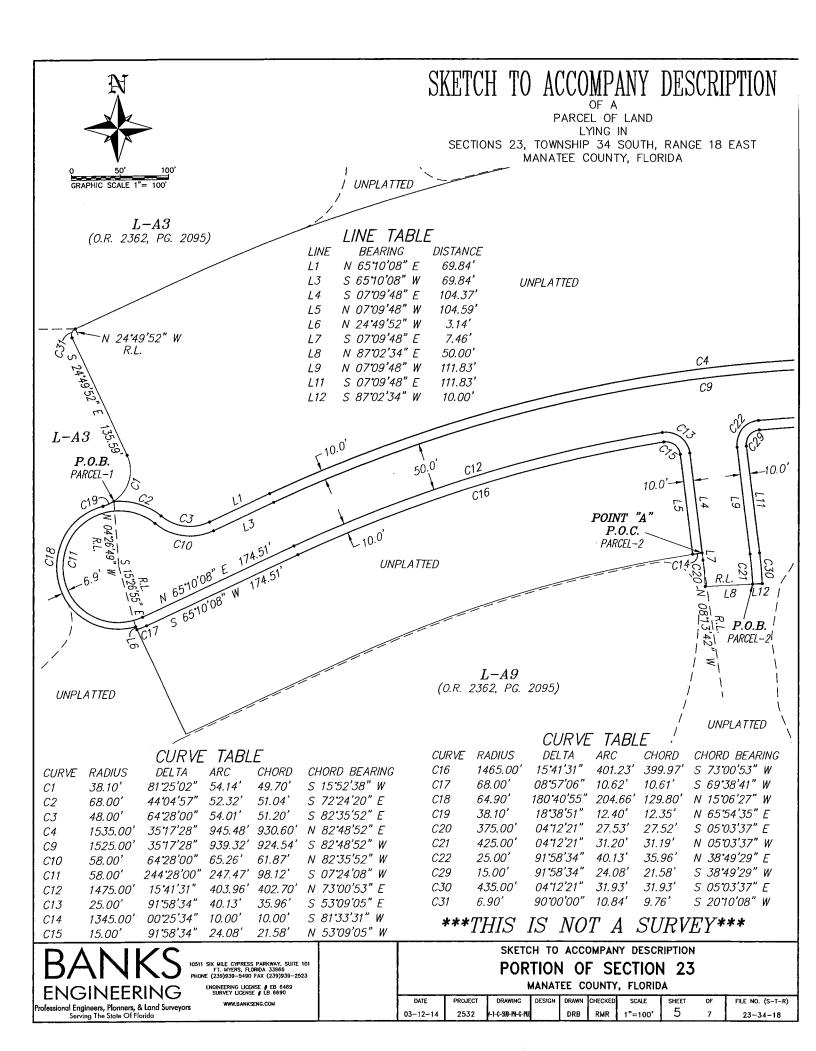
PARCEL SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF RECORD.

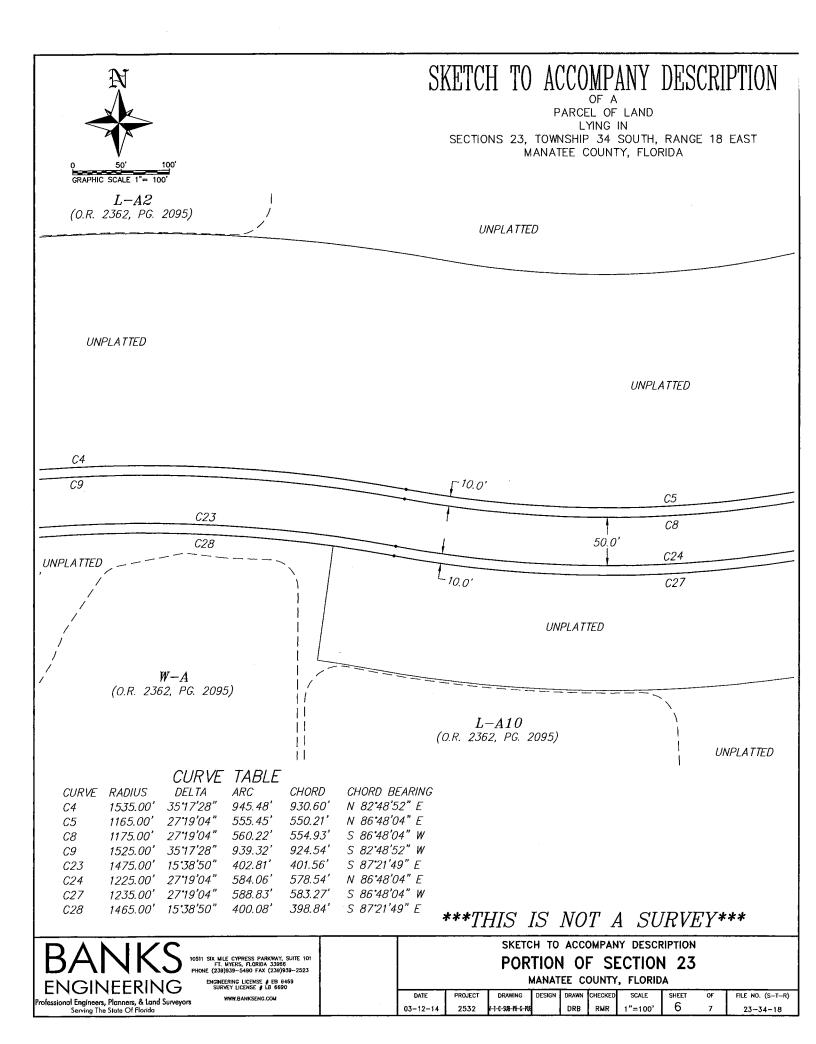
MARCH 12, 2014

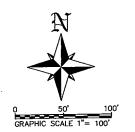
RICHARD M. RITZ

REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATION NO 4009









SKETCH TO ACCOMPANY DESCRIPTION

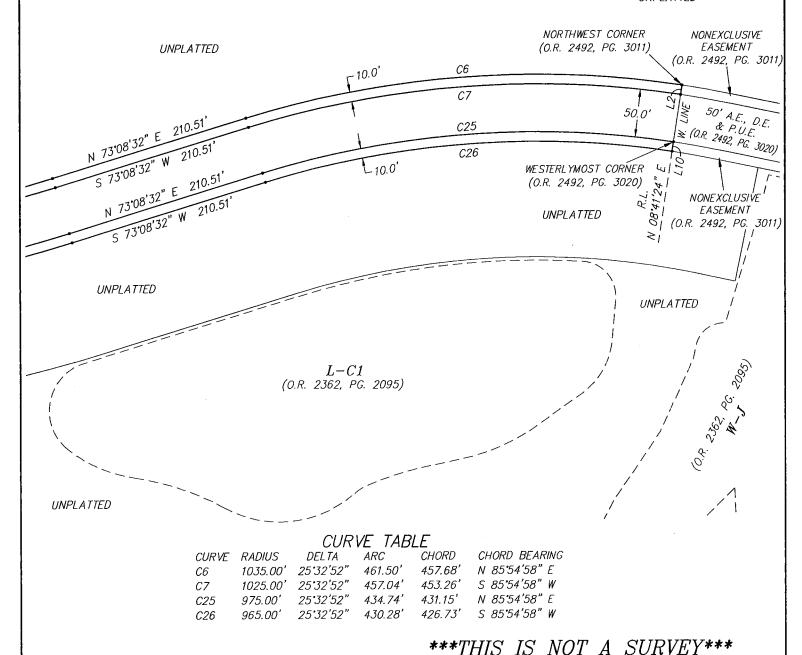
OF A
PARCEL OF LAND
LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LINE TABLE

LINE BEARING DISTANCE
L2 S 08'41'24" W 10.00'
L10 S 08'41'24" W 10.00'

UNPLATTED



BANKS

ENGINEERING

Professional Engineers, Planners, & Land Surveyors

Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33956 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE № 68 6469 SURVEY LICENSE № LB 6890

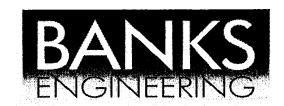
WWW.BANKSENG.COM

PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA

 DATE
 PROJECT
 DRAWING
 DESIGN
 DRAWN
 CHECKED
 SCALE
 SHEET
 OF
 FILE NO. (S-T-R)

 03-12-14
 2532
 4-1-C-SNE-YH-G-PNIS
 DRB
 RMR
 1"=100"
 7
 7
 23-34-18



DESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

PARCEL-1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°08'21" E ALONG THE WEST LINE OF SAID SECTION 23 FOR 2,768.99 FEET; THENCE S 89°51'39" E LEAVING SAID WEST LINE FOR 308.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 6.90 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 24°49'52" W; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 10.84 FEET; THENCE S 24°49'52" E FOR 127.55 FEET; THENCE N 65°43'24" E FOR 34.53 FEET TO POINT "A" AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 65°43'24" E FOR 219.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET: THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 31.09 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 31.12 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 29.24 FEET; THENCE S 88°04'36" E FOR 239.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 75°47'13" W: THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'31" FOR 3.40 FEET; THENCE S 27°49'18" E FOR 6.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.67 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°44'42" FOR 26.30 FEET; THENCE S 01°55'24" W FOR 11.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 14.33 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°21'10" FOR 21.35 FEET: THENCE S 83°25'47" E FOR 136.30 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°46'22" FOR 93.88 FEET; THENCE N 85°47'52" E FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 499.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 54.33 FEET; THENCE N 79°33'49" E FOR 181.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 975.33 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°29'08" FOR 127.43 FEET;

SHEET 1 OF 12

SERVING THE STATE OF FLORIDA

THENCE N 72°04'41" E FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 524.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°03'08" FOR 110.36 FEET; THENCE N 84°07'49" E FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.67 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.97 FEET; THENCE N 85°43'54" E FOR 162.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 59.67 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 110.24 FEET; THENCE S 11°35'34" W FOR 33.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 24.33 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°29'59" FOR 12.53 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE N 78°21'32" W ALONG SAID NORTH LINE FOR 17.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,025.00 FEET; THENCE WESTERLY ALONG SAID NORTH LINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°51'14" FOR 15.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 48°18'38" E; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°05'48" FOR 12.08 FEET; THENCE N 11°35'34" E FOR 33.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 33.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 105°51'40" FOR 60.97 FEET; THENCE S 85°43'54" W FOR 13.84 FEET; THENCE S 68°45'34" E FOR 11.07 FEET; THENCE S 21°14'26" W FOR 12.83 FEET; THENCE N 68°45'34" W FOR 37.97 FEET; THENCE S 85°43'54" W FOR 119.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 974.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°36'06" FOR 27.23 FEET; THENCE S 84°07'49" W FOR 121.07 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°50'53" FOR 33.45 FEET; THENCE S 72°36'16" E FOR 14.48 FEET; THENCE S 17°23'44" W FOR 12.83 FEET; THENCE N 72°36'16" W FOR 37.97 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 498.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 12°47'51" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°07'28" FOR 44.54 FEET; THENCE S 72°04'41" W FOR 110.70 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,002.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°57'32" FOR 121.70 FEET; THENCE S 74°10'16" E FOR 12.04 FEET; THENCE S 15°49'44" W FOR 12.83 FEET: THENCE N 74°10'16" W FOR 37.95 FEET: THENCE S 79°33'49" W FOR 161.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'02" FOR 57.23 FEET; THENCE S 85°47'52" W FOR 175.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET: THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'30" FOR 10.17 FEET; THENCE S 68°36'27" E FOR 12.00 FEET; THENCE S 21°23'33" W FOR 12.83 FEET; THENCE N 68°36'27" W FOR 42.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 526.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 00°31'59" W; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°02'14" FOR 55.43 FEET; THENCE N 83°25'47" W FOR 121.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94°38'50" FOR 37.99 FEET; THENCE S 01°55'24" W FOR 5.40 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'35" FOR 10.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 07°35'19" E; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°52'17" FOR 76.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,175.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27°19'04" FOR 560.22 FEET; THENCE N 73°08'32" E FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,025.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 457.04 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 3011 OF THE PUBLIC RECORDS OF SAID MANATEE COUNTY; THENCE S 08°41'24" W ALONG THE WEST LINE OF SAID LANDS FOR 50.00 FEET TO THE WESTERLYMOST CORNER OF SAID LANDS AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 08°41'24" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°32'52" FOR 434.74 FEET; THENCE S 73°08'32" W FOR 210.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,225.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE

OF 27°19'04" FOR 584.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'50" FOR 402.81 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET; THENCE S 07°09'48" E FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 31.20 FEET; THENCE S 87°02'34" W FOR 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 87°02'34" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°12'21" FOR 27.53 FEET; THENCE N 07°09'48" W FOR 111.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 91°58'34" FOR 40.13 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,475.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°41'31" FOR 403.96 FEET; THENCE S 65°10'08" W FOR 174.51 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET; THENCE NORTHEASTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 244°28'00" FOR 247.47 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°18'45" FOR 47.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 82°24'47" E; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°51'48" FOR 7.23 FEET; THENCE N 24°16'36" W FOR 107.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-2

COMMENCING AT AFORESAID POINT "A"; THENCE S 85°33'43" E FOR 49.95 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 168.48 FEET; THENCE S 70°54'41" E FOR 39.95 FEET; THENCE N 19°05'19" E FOR 25.00 FEET; THENCE N 70°54'41" W FOR 4.50 FEET; THENCE N 15°53'39" W FOR 2.75 FEET; THENCE N 74°37'50" E FOR 215.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 176.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 27.38 FEET; THENCE N 83°32'43" E FOR 207.87 FEET; THENCE S 53°36'53" E FOR 41.23 FEET; THENCE N 36°23'07" E FOR 25.00 FEET; THENCE N 53°37'07" W FOR 4.90 FEET; THENCE N 01°55'24" E FOR 2.52 FEET; THENCE S 88°04'36" E FOR 193.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00" FOR 59.69 FEET; THENCE N 88°04'36" W FOR 207.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 20.18 FEET; THENCE S 83°32'43" W FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 21.47 FEET; THENCE S 74°37'50" W FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 138.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 21.45 FEET; THENCE S 65°43'24" W FOR 176.11 FEET TO **POINT "B"** AND THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET; THENCE WESTERLY AND THEN NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'01" FOR 59.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

PARCEL-3

COMMENCING AT AFORESAID POINT "B"; THENCE S 18°06'26" E FOR 26.15 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 65°43'24" E FOR 178.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'25" FOR 17.41 FEET; THENCE N 74°37'50" E FOR 224.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°54'53" FOR 17.43 FEET; THENCE N 83°32'43" E FOR 212.63 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°22'41" FOR 16.38 FEET; THENCE S 88°04'36" E FOR 211.05 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET; THENCE S 01°55'24" W FOR 9.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°26'42" FOR 14.23 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,525.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS N 06°17'14" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°07'06" FOR 828.26 FEET; THENCE S 65°10'08" W FOR 53.47 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND TO WHICH POINT OF CURVE A RADIAL LINE BEARS S 33°31'03" W; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'22" FOR 12.93 FEET; THENCE N 24°16'36" W FOR 3.56 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 20.42 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 228,083.7 SQUARE FEET OR 5.236 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, AS BEARING N 00°08'21" E.

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

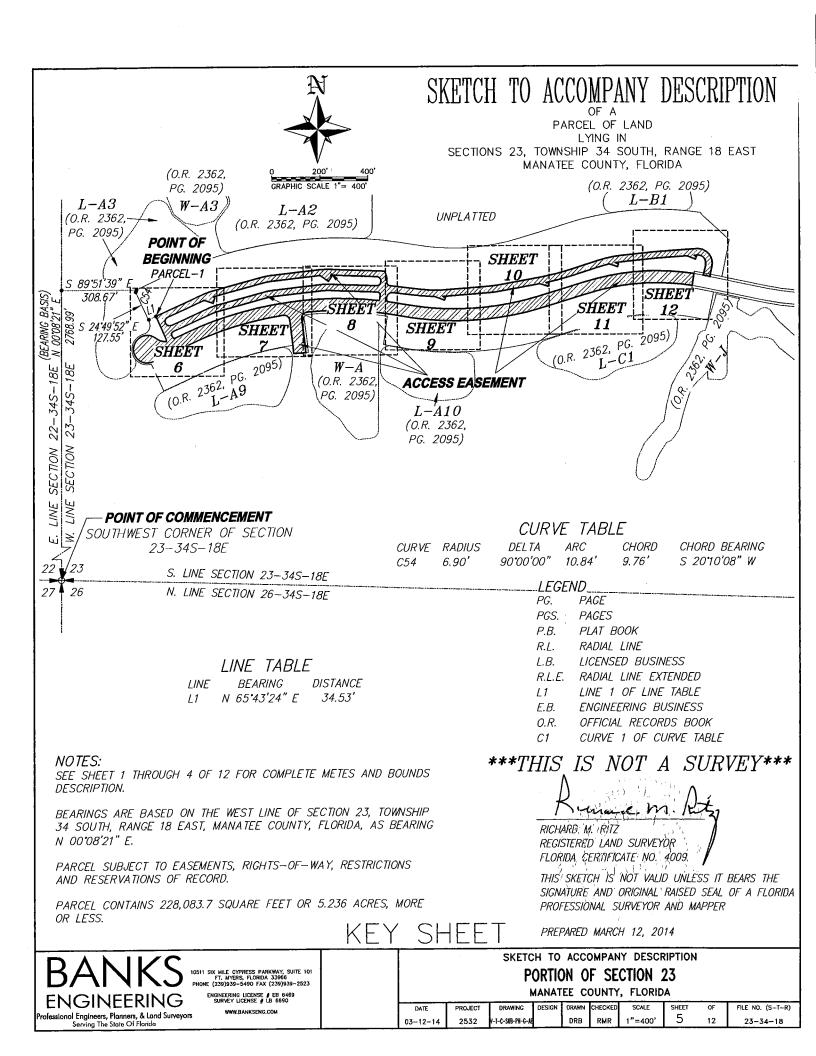
MARCH 12, 2014

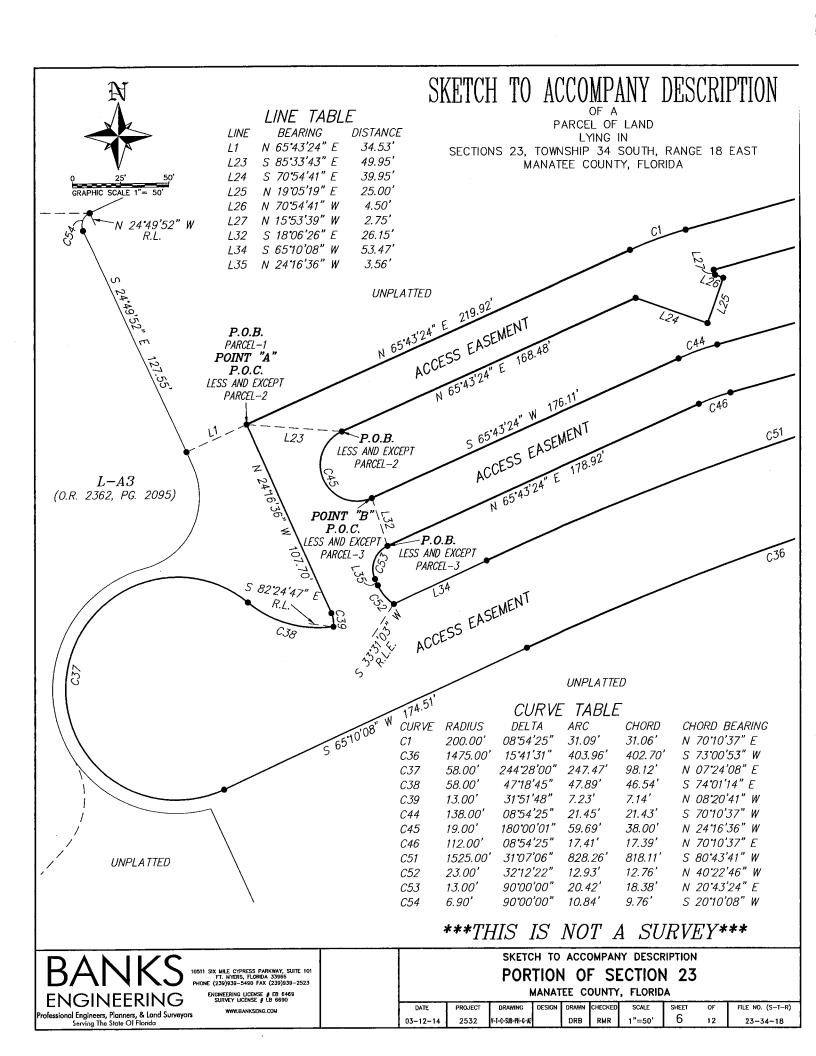
RICHARD M. RITZ

REGISTERED LAND SURVEYOR

FLORIDA CERTIFICATION NO. 4009

17





SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

> PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

> > FILE NO. (S-T-R)

23-34-18

DESIGN DRAWN CHECKED

DRB

Y-T-C-SUB-PH-G-I

2532

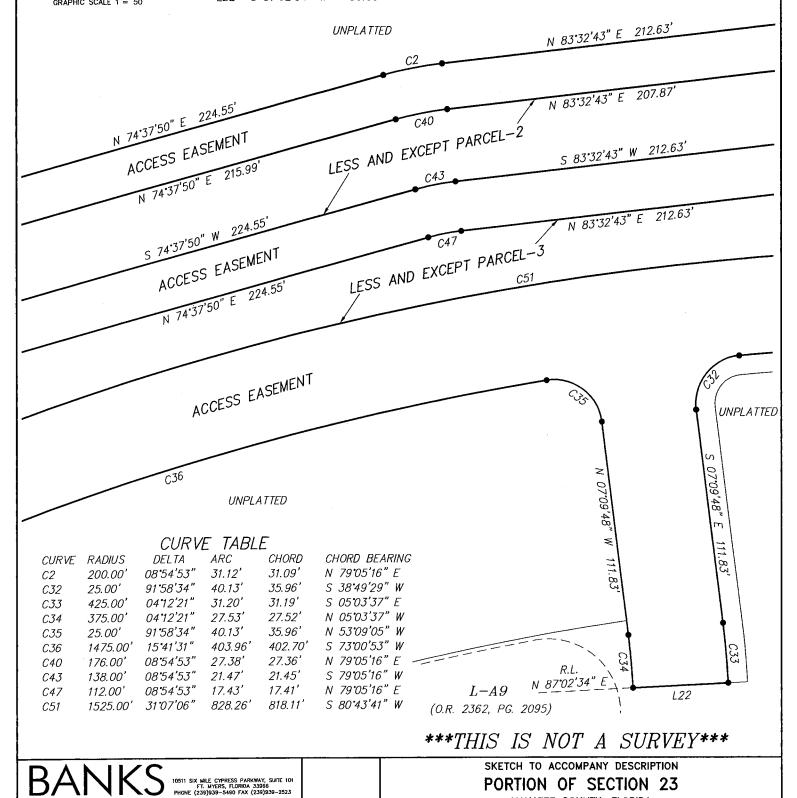
03-12-14

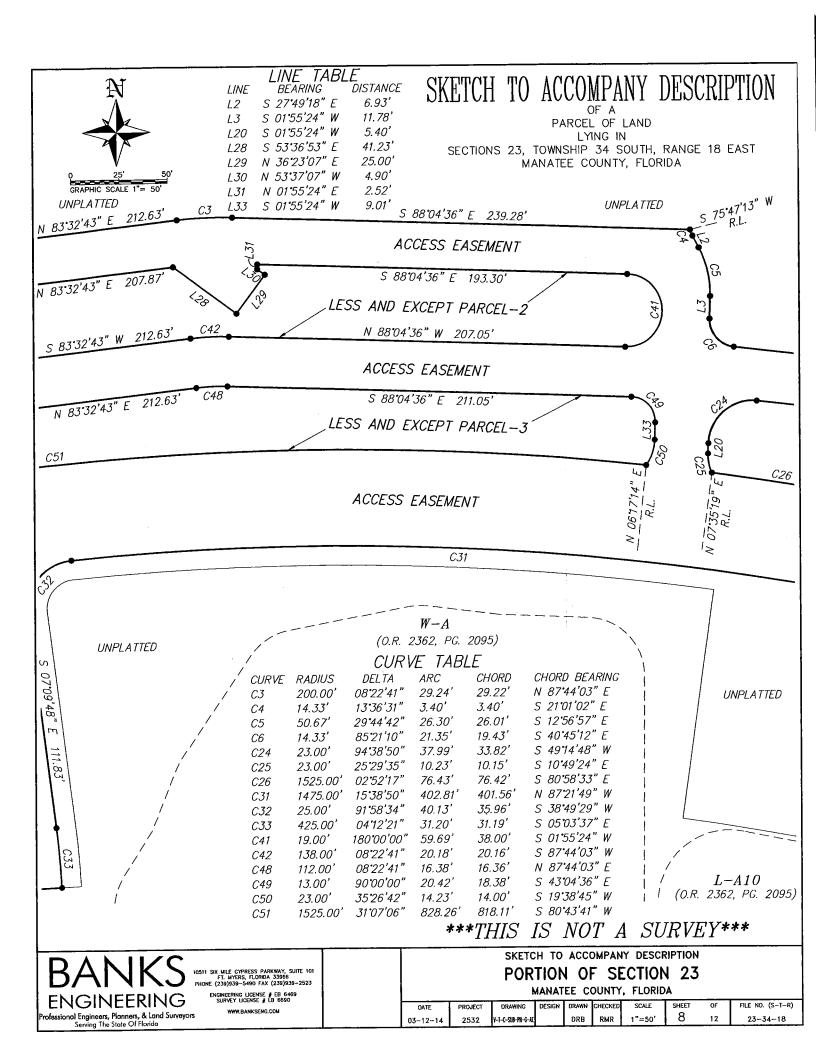
LINE TABLE **BEARING** DISTANCE LINE S 87°02'34" W L22 50.00'

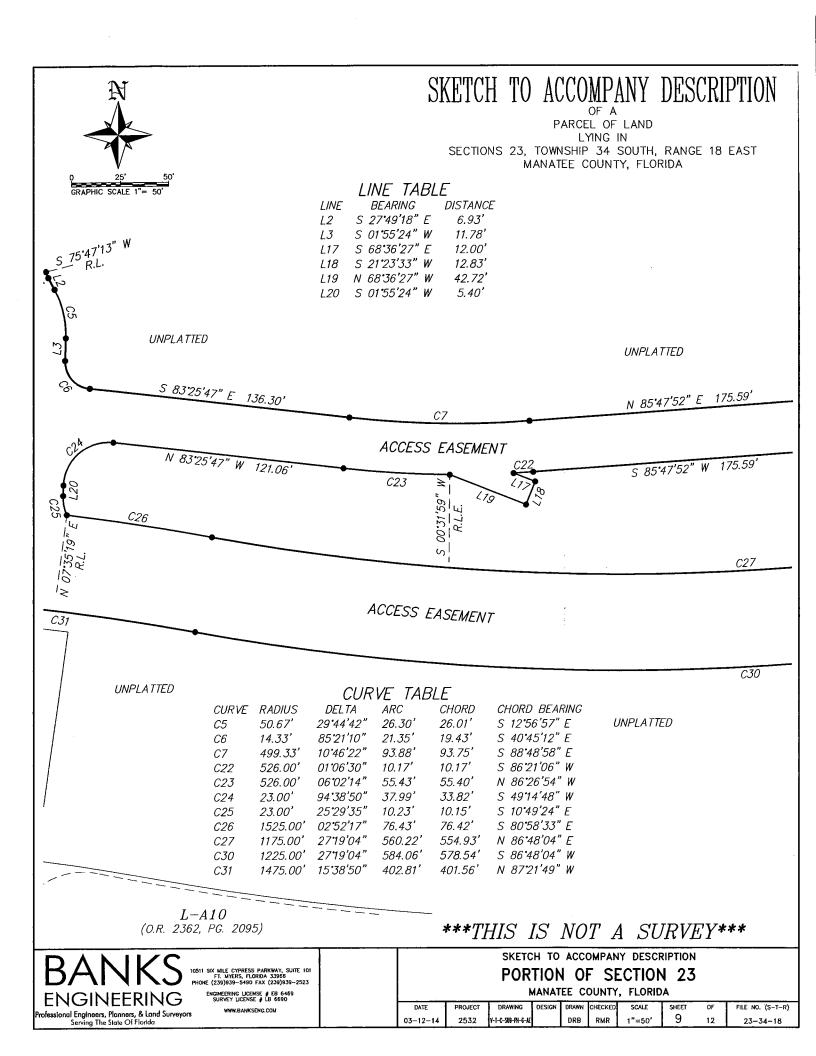
ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690

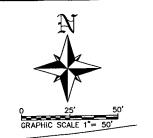
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SKETCH TO ACCOMPANY DESCRIPTION

PARCEL OF LAND

LYING IN SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA



CHORD BEARING CHORD CURVE RADIUS **DELTA** 06'14'02" N 82'40'50" E *C8* 499.33' 54.33' 54.30' N 75'49'15" E 07'29'08" 127.34 *C9* 975.33° 127.43' S 75°33'27" W C20 1002.00° *06'57'32"* 121.70' 121.62 S 82'40'50" W 06"14'02" *57.20*° C21 *526.00*° 57.23 1175.00 27'19'04" 554.93 N 86°48'04" E 560.22 C27 1225.00' 27'19'04" 584.06' 578.54 S 86'48'04" W C30

N 79°33'49" E 181.37'

S 79'33'49" W 161.66'

UNPLATTED

S 73'08'32" W 210.51'

UNPLATTED

C9

UNPLATTED

N 85'47'52" E 175.59'

ACCESS EASEMENT

C21

С8

S 85°47'52" W 175.59'

C27

ACCESS EASEMENT

C30

UNPLATTED

LINE TABLE

LINE BEARING DISTANCE S 74'10'16" E 12.04 L14

S 15'49'44" W 12.83 L15

N 74°10'16" W 37.95 L16

THIS IS NOT A SURVEY

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523

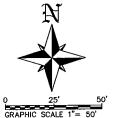
WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23

MANATEE COUNTY, FLORIDA DESIGN ORAWN CHECKED FILE NO. (S-T-R) 10 DRB 03-12-14 Y-T-C-SUB-PH-G-A 23-34-18

rofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

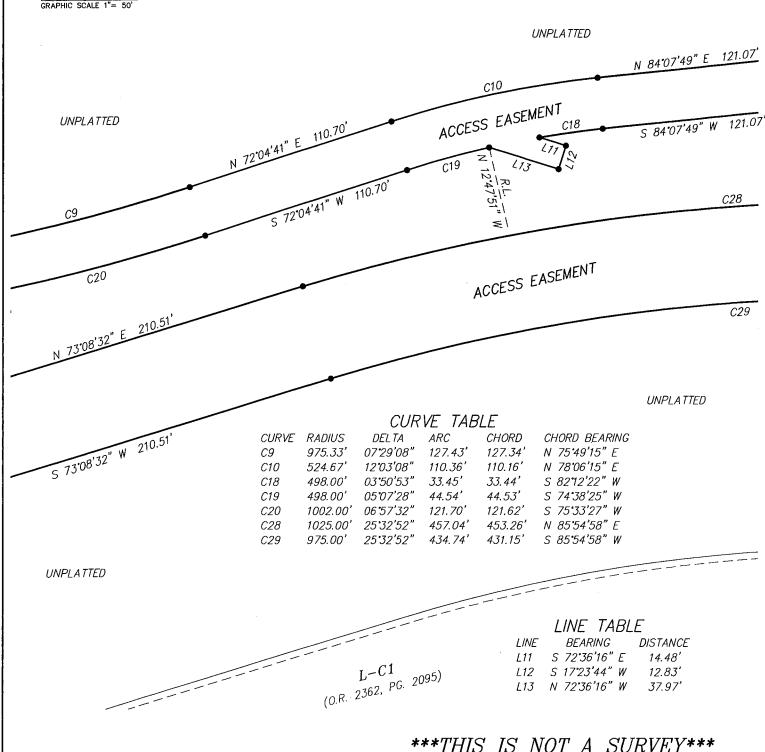
ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 669D



SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND LYING IN

SECTIONS 23, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

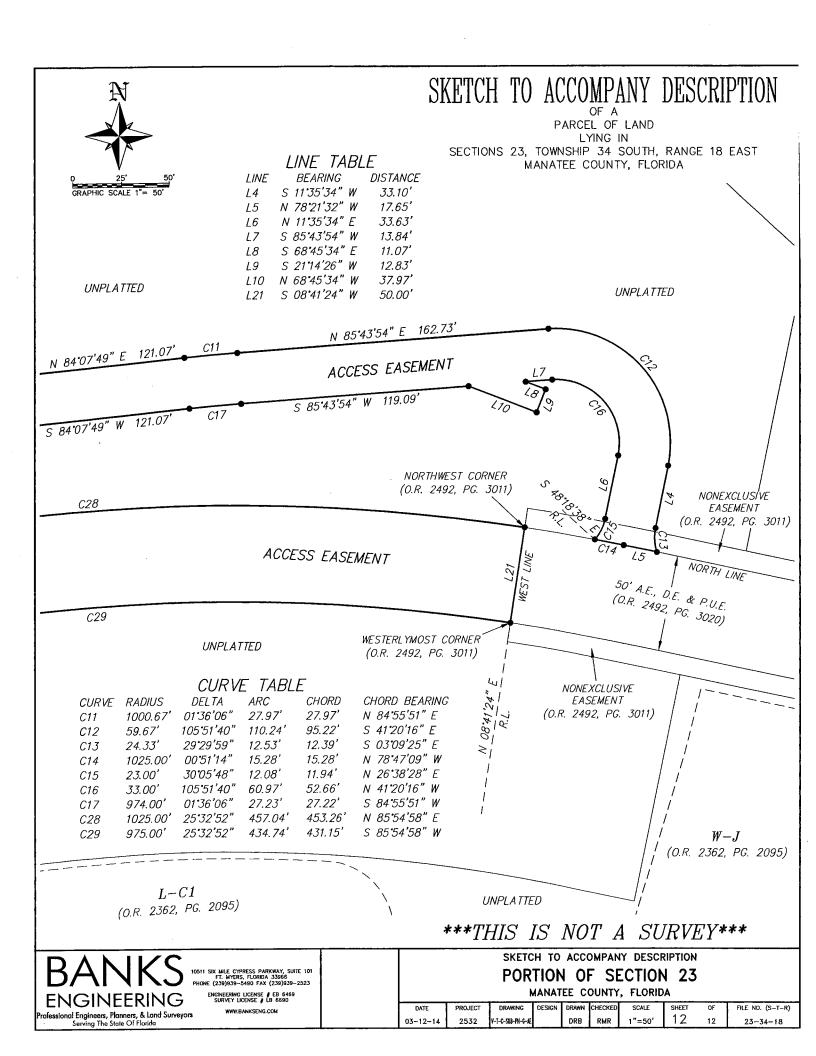


ofessional Engineers, Planners, & Land Surveyors Serving The State Of Florida

10511 SIX MILE CYPRESS PARKWAY, SUITE 101 FT. MYERS, FLORIDA 33966 PHONE (239)939-5490 FAX (239)939-2523 ENGINEERING LICENSE # EB 6469 SURVEY LICENSE # LB 6690 WWW.BANKSENG.COM

SKETCH TO ACCOMPANY DESCRIPTION PORTION OF SECTION 23 MANATEE COUNTY, FLORIDA

FILE NO. (S-T-R) 11 03-12-14 Y-1-C-SUB-PK-G-DRB





Professional Engineers, Planners & Land Surveyors

Board scheduled to accept infrastructure at 10/02/2014 meeting. Payment scheduled for 10/03/2014. JPW

Sept. 04, 2014

Mr. James P. Ward, District Manager Heritage Harbour North Community Development District 513 Northeast 13th Ave. Fort Lauderdale, FL 33301

Reference:

Heritage Harbour North Community Development District Requisition #26 (For 2007 Series

Bond)

Dear Jim:

Attached are the District Engineer's and Developer Engineer's Certifications for the above referenced Requisition #26.

The following are the reimbursable costs for the Transferred Improvements:

Earthwork

- a. Total Reimbursable \$272,467.76
- Description Heritage Harbour Subphases G, Terraces Phase 1 and Heritage Harbour Subphase G, Construction Phase 2 site development improvements by C&M RoadBuilders, Inc.
- II. Stormwater Management System
 - a. Total Reimbursable \$267,703.80
 - Description Heritage Harbour Subphases G, Terraces Phase T and Heritage Harbour Subphase G, Construction Phase 2 site development improvements by C&M RoadBuilders, Inc.
- III, On-Site Utilities Systems
 - a. Total Reimbursable \$227,612.30
 - Description Heritage Harbour Subphases G, Terraces Phase 1 and Heritage Harbour Subphase G, Construction Phase 2 site development improvements by C&M RoadBuilders, Inc.

Grand Total \$ 767,783.86

Sincerely,

BANKS ENGINEERING

Shane C. Cooper, P.E. Project Manager

S:\Jobs\63xx\6370 (Heritage Harbour North CDD)\6370RP\Documents\Requisitions\2007 Series Bonds\Requisition 26\Ward-Requisition 26\docx

SERVING THE STATE OF FLORIDA

FORM OF REQUISITION

The undersigned, an Authorized Officer of Heritage Harbour North Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of October 1, 2007 (the "Master Indenture"), as amended and supplemented by the First Supplemental Indenture from the District to the Trustee, dated as of October 1, 2007 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 26

(B) Name of Payee: Lennar Homes, LLC

(C) Amount Payable: \$ 767,783.86

(D) Purpose for which paid or incurred (refer also to specific contract amount if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

Water Management, Earthwork, Utilities

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

2007 Construction Account

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2007 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2007 Project and each represents a Cost of the 2007 Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting there right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof. The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

Bv:

James P. Ward, Authorized Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2007 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2007 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

)EI

SEP 0 4 2014

Consulting Engineer Banks Engineering Shane C. Cooper, P.E.

FL Lic. No. 53998

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving this requisition or approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

HERITAGE HARBOUR NORTH COMMUNITY DEVELOPMENT DISTRICT

By										
	James P. Ward, Authorized Office	er								

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE AND CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2007 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2007 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

SEP 0 4 2014

Consulting Engineer Banks Engineering Shane C. Cooper, P.E.

FL Lic. No. 53998

HERITAGE HARBOUR NORTH CDD - REQUISITION #26 - ELIGIBLE CONTRACTS IMPROVEMENTS DESCRIPTION

Project Description	Contract No.	Vendor	Description						
Heritage Harbour Subphase G, Terraces Phase 1	12016	C&M RoadBuilders, Inc.	This contract was for subdivision infrastructure improvements within the District's boundaries, including earthwork, stormwater management, and on-site utilities systems as identified in the Engineer's Report. Payment of this requisition will result in the acquisition of these improvements. The infrastructure improvements and any required real property interests for the ownership and maintenance of the referenced improvements will be conveyed to the District.						
Heritage Harbour Subphase G, Construction Phase 2	13016	C&M RoadBuilders, Inc.	This contract was for subdivision infrastructure improvements within the District's boundaries, including earthwork, stormwater management, and on-sile utilities systems as identified in the Engineer's Report. Payment of this requisition will result in the acquisition of these improvements. The infrastructure improvements and any required real property interests for the ownership and maintenance of the referenced improvements will be conveyed to the District.						

Heritage Harbour North Community Development District
Capital Improvement Revenue Bonds, Series 2007A/B

		Function:	Stormwater	Off-Site Stormwater Management		Earthwork	Off-Site Earthwork	Off-Site Roadways	Unlines	Off-Sir	• Unitness	Off-Site Landscaping & Intgation	Professional Services/Feed	Professional Services/Fees	Confingencies	No Totala
Project Description	Req. #	Date			T											
Heritage Harbour Subphase G, Terraces Phase 1	26	6/3/2014	\$ 113,131.90	\$	\$	83,837.76	\$	\$.	\$ 25,871.80	\$		s -	\$ -	s -	5	\$ 222,841.46
Heritage Harbour Subphase G, Construction Phase 2	26	6/3/2014	\$ 154,571.90	s -	\$ 1	88,630.00	\$ -	\$	\$ 201,740.50	\$	(F), (\$	s -	š -	\$ -	\$ 544,942.40
			\$	s -	\$	÷	s -	5 -	5 -	\$	+)	\$ -	5 -	s -	\$ -	\$
Total			\$ 267,703.80	15	\$ 2	72,467.76		\$	\$ 227,612.30	5	- 11	\$.	2	5 .	\$	\$ 767,783.86



Professional Engineers, Planners & Land Surveyors

Developer's Engineer's Certification to the Heritage Harbour North Community Development District for Requisition #26

I, <u>Shane C. Cooper, P.E.</u>, authorized agent of Banks Engineering (the "Engineering Firm") hereby certify to the Heritage Harbour North Community Development District (the "District") the below listed matters:

- 1. That I am the project engineer of Heritage Harbour for Lennar Homes, L.L.C. (the "Developer"), the developer of Heritage Harbour located in Manatee County, Florida, and that as the project engineer I have reviewed <u>Requisition #26</u> for the District's <u>2007 Bond Issue</u> prepared by the Developer and submitted to the District for payment to acquire the improvements listed in the <u>Requisition #26</u> (the "Transferred Improvements"); and
- That the Transferred Improvements being sold to the District have been installed or constructed by the Developer in conformity with the approved plans and specifications therefore and in conformance with all applicable rules, regulations, laws, ordinances and all permits and approvals governing installation or construction of same; and
- That all permits necessary to construct (and if applicable, operate and maintain) the Transferred Improvements have been obtained and are capable of being assigned to the District in the ordinary course of governmental approvals; and
- That the Transferred Improvements have been installed or constructed within Lands previously, or to be simultaneously, conveyed by Developer by fee simple deed or by easement to the District.

SEP 0 4 2014

Shane C. Cooper, P.E.

Date

Florida Registration No. 53998

Project Engineer

3:Uobs/63xx/6370 (Heritage Harbour North CDD)/6370RP\Documents\Requisitions\2007 Series Bonds\Requisition 26\Requisition 26\Developer Engr Cert.dock

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