

LEGEND

▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
 N SPT N-VALUE IN BLOWS PER FOOT (UNLESS OTHERWISE NOTED)

GRANULAR MATERIALS- RELATIVE DENSITY	SPT (BLOWS/FOOT)
VERY LOOSE	LESS THAN 4
LOOSE	4-10
MEDIUM DENSE	10-30
DENSE	30-50
VERY DENSE	GREATER THAN 50
SILTS AND CLAYS CONSISTENCY	SPT (BLOWS/FOOT)
VERY SOFT	LESS THAN 4
SOFT	2-4
FIRM	4-8
STIFF	8-15
VERY STIFF	15-30
HARD	GREATER THAN 30

Ardaman & Associates, Inc.
 Geotechnical, Environmental and
 Materials Consultants

Soil Boring Logs
 Robinson Preserve Educ. Center
 1704 99th St. NW, Bradenton
 Manatee County, Florida

DRAWN BY: KGS CHECKED BY: DATE: 3/24/14
 FILE NO. 13-7414 APPROVED BY: [Signature] FIGURE B-2



RESOLUTION NO. R-13-160

EPMP -13-01 – MANATEE COUNTY ROBINSON PRESERVE EXPANSION
ENVIRONMENTAL PRESERVE MANAGEMENT PLAN

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, APPROVING AN ENVIRONMENTAL PRESERVE MANAGEMENT PLAN FOR AN EXPANSION TO AN EXISTING PASSIVE RECREATIONAL PRESERVE IN THE RES-1 FUTURE LAND USE CATEGORY. THE SITE IS ON THE WEST SIDE OF 99TH STREET NORTHWEST AND WEST OF 9TH AVENUE NORTHWEST, BRADENTON AT 1704 99TH STREET NORTHWEST, BRADENTON (149.18 ± ACRES)

WHEREAS, Manatee County ("the applicant") has requested for an expansion to an existing passive recreational preserve on 149.18 ± acres described in Exhibit "A" attached hereto, on the west side of 99th Street Northwest and West of 9th Avenue Northwest at 1704 99th Street Northwest, Bradenton; and

WHEREAS, the applicant also requests Special Approval for: 1) a project adjacent to a perennial stream; 2) in the Coastal Evacuation Area (CEA), 3), in the Coastal High Hazard Area (CHHA); and

WHEREAS, Land Development Code Figure 6-1 requires approval of an Administrative Permit subsequent to the approval of the Environmental Preserve Management Plan (EPMP); and

WHEREAS, Section 517 of the Land Development Code requires the Environmental Preserve Management Plan (EPMP) Exhibit "B" attached hereto to be approved by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

SECTION 1. FINDINGS

- A. The Board finds that the specific criteria for the EPMP established in the Comprehensive Plan and Land Development Code are satisfied by the proposed design because the provides protection of the stream and surrounding lands from future residential development. In addition, the project will have no significant detrimental impacts on natural resources, adjacent land uses, or public facilities. A preserve can be found to be compatible and consistent with the development patterns in the area

SECTION 2. The Board of County Commissioners hereby approves the Environmental

Preserve Management Plan (EPMP) Exhibit "B" attached hereto.

ADOPTED, with a quorum present and voting this 5th day of September, 2013.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA.**



Larry Bustle
Larry Bustle, Chairman

ATTEST:

R. B. Shore
Clerk of the Circuit Court

By: *Robin Libertus DC*
Deputy Clerk

Exhibit "A"
Legal Description

DESCRIPTION PARCEL "A"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; RUN N 88°45'34" W ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 16.00 FEET; THENCE S 01°10'55" W, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE S 01°10'55" W ALONG THE WESTERLY MAINTAINED RIGHT OF WAY OF 99TH STREET NORTHWEST, A DISTANCE OF 1290.40 FEET; THENCE S 88°45'13" E, A DISTANCE OF 16.00 FEET; THENCE S 01°10'55" W ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 662.57 FEET; THENCE N 88°46'52" W, A DISTANCE OF 113.30 FEET; THENCE N 01°13'08" E, A DISTANCE OF 35.90 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 13°29'05" E, A DISTANCE OF 205.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 122.12 FEET THROUGH A CENTRAL ANGLE OF 34°07'55" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 47°37'00" W, A DISTANCE OF 225.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 226.26 FEET THROUGH A CENTRAL ANGLE OF 57°37'00" TO THE POINT OF TANGENCY; THENCE S 80°00'00" W, A DISTANCE OF 240.82 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 10°00'00" E, A DISTANCE OF 85.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 103.52 FEET THROUGH A CENTRAL ANGLE OF 91°15'00" TO THE POINT OF TANGENCY; THENCE S 11°15'00" E, A DISTANCE OF 167.84 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 77°56'00" E, A DISTANCE OF 560.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 392.42 FEET THROUGH A CENTRAL ANGLE OF 40°09'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 37°47'00" W, A DISTANCE OF 170.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 534.07 FEET THROUGH A CENTRAL ANGLE OF 180°00'00" TO THE POINT OF TANGENCY; THENCE N 52°13'00" W, A DISTANCE OF 468.26 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 37°47'00" E, A DISTANCE OF 112.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 123.57 FEET THROUGH A CENTRAL ANGLE OF 63°13'00" TO THE POINT OF TANGENCY; THENCE N 11°00'00" E, A DISTANCE OF 167.15 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 79°00'00" W, A DISTANCE OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 96.06 FEET THROUGH A CENTRAL ANGLE OF 31°27'00" TO THE POINT OF TANGENCY; THENCE N 20°27'00" W, A DISTANCE OF 201.97 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 69°33'00" W, A DISTANCE OF 235.00 FEET; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 244.93 FEET THROUGH A CENTRAL ANGLE OF 59°43'00" TO THE POINT OF TANGENCY; THENCE N 80°10'00" W, A DISTANCE OF 82.51 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 09°50'00" E, A DISTANCE OF 162.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 131.99 FEET THROUGH A CENTRAL ANGLE OF 46°41'00" TO THE POINT OF TANGENCY; THENCE N 33°29'00" W, A DISTANCE OF 1923.69 FEET; THENCE N 30°12'00" W, A DISTANCE OF 349.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 59°48'00" W, A DISTANCE OF 105 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 140.07 FEET THROUGH A CENTRAL ANGLE OF 76°39'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 16°51'00" W, A DISTANCE OF 70.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 187.29 FEET THROUGH A CENTRAL ANGLE OF 153°18'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 43°33'00" W, A DISTANCE OF 204.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 223.05 FEET THROUGH A CENTRAL ANGLE OF 62°38'51" TO THE END OF CURVE; THENCE N 39°59'00" W, A DISTANCE OF 229.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 50°01'00" W, A DISTANCE OF 180.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 113.83 FEET THROUGH A CENTRAL ANGLE OF 36°14'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 13°47'00" E, A DISTANCE OF 252.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 70.15 FEET THROUGH A CENTRAL ANGLE OF 15°15'00" TO THE END OF CURVE; THENCE N 37°6'00" W, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 52°44'00" A DISTANCE OF 225.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 174.55 FEET THROUGH A CENTRAL ANGLE OF 44°27'00" TO THE END OF CURVE; THENCE N 40°20'00" E, A DISTANCE OF 132.22 FEET; THENCE N 28°47'00" E, A DISTANCE OF 100.10 FEET; THENCE N 40°19'31" E, A DISTANCE OF 180.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 16°40'42" W, A DISTANCE OF 750.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 251.17 FEET THROUGH A CENTRAL ANGLE OF 19°11'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 35°52'00" W, A DISTANCE OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 227.84 FEET THROUGH A CENTRAL ANGLE OF 48°21'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 84°13'00" E, A DISTANCE OF 52.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 65.39 FEET THROUGH A CENTRAL ANGLE OF 72°03'00" TO THE POINT OF

TANGENCY; THENCE N 77°50'00" E, A DISTANCE OF 527.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 12°10'00" W, A DISTANCE OF 425.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 476.83 FEET THROUGH A CENTRAL ANGLE OF 64°17'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 76°27'00" E, A DISTANCE OF 245.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 138.05 FEET THROUGH A CENTRAL ANGLE OF 32°17'00" TO THE POINT OF TANGENCY; THENCE N 45°50'00" E, A DISTANCE OF 243.43 FEET; THENCE N 90°00'00" E, A DISTANCE OF 527.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 159.14 FEET THROUGH A CENTRAL ANGLE OF 91°10'59" TO THE POINT OF TANGENCY; THENCE S 01°10'59" W, A DISTANCE OF 1108.91 FEET; THENCE S 71°23'36" E, A DISTANCE OF 1038.81 FEET; THENCE S 01°13'52" W, A DISTANCE OF 1038.60 FEET; THENCE S 88°45'34" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 9TH AVENUE NORTHWEST, A DISTANCE OF 313.57 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 23 AND 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, AMANATEE COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE SURVEY LINE END OF THE PUBLIC RIGHT-OF-WAY FOR 99TH STREET NORTHWEST AS RECORDED IN ROAD PLAT BOOK 6, PAGES 170-172, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA THENCE N 88°49'005" W ALONG SAID END OF PUBLIC RIGHT-OF-WAY AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 70.00 FEET; THENCE N 34°52'19" E, A DISTANCE OF 126.19 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 26; THENCE S 01°10'55" W, ALONG SAID EAST LINE, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY FLORIDA, LESS MAINTAINED RIGHT-OF-WAY FOR 99TH STREET NORTHWEST.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND BEING IN THE NORTHEAST ¼ OF SECITON 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26, TOWNSHIP 34

SOUTH, RANGE 16 EAST; THENCE S 01°10'55" W ALONG THE EAST LINE OF SAID SECTION 26. A DISTANCE OF 1318.36 FEET TO THE SOUTH END OF THE PUBLIC RIGHT-OF-WAY FOR 99TH STREET NORTHWEST (ROAD PLAT BOOK 6, PAGE 170); BEING THE POINT OF BEGINNING; ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 26, THENCE CONTINUE S 01°10'55" E, A DISTANCE OF 662.57 FEET THENCE N 88°48'00" W, A DISTANCE OF 85.00 FEET; THENCE N 01°10'55" E, A DISTANCE OF 662.57 FEET ALONG SAID SOUTH LINE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: (ROBINSON REMAINDER)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; THENCE N 89°36'54" W, ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 16.00 FEET; THENCE S 00°19'34" W, A DISTANCE OF 28.00 FEET; THENCE S 00°19'34" W, ALONG THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF 99TH STREET N.W., A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'34" W, A DISTANCE OF 661.06 FEET; THENCE S 34°01'32" W, A DISTANCE OF 96.58 FEET; THENCE N 89°47'24" W, A DISTANCE OF 15.01 FEET; THENCE S 00°21'55" W, A DISTANCE OF 662.57 FEET; THENCE N 87°26'40" W, A DISTANCE OF 28.27 FEET; THENCE N 00°21'47" E, A DISTANCE OF 35.90 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 12°37'44" E, AT A DISTANCE OF 205.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°07'55", A DISTANCE OF 122.12 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE LEFT HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'00", A DISTANCE OF 226.26 FEET TO A POINT OF TANGENCY; THENCE S 79°08'39" W, A DISTANCE OF 240.82 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°15'00", A DISTANCE OF 103.52 FEET TO A POINT OF TANGENCY; THENCE S 12°06'20" E, A DISTANCE OF 167.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 77°04'39" E, AT A DISTANCE OF 560.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°09'00", A DISTANCE OF 392.42 FEET TO A POINT OF REVERSE SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 534.07 FEET TO A POINT OF TANGENCY; THENCE N 53°04'21" W, A DISTANCE OF 468.26 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°13'00", A DISTANCE OF 123.57 FEET TO A POINT OF TANGENCY; THENCE N 10°18'39" E, A DISTANCE OF 167.15 FEET TO THE POINT OF

CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°27'00", A DISTANCE OF 96.06 FEET TO A POINT OF TANGENCY; THENCE N 21°18'21" W, A DISTANCE OF 201.97 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 235.00 FEET; THENCE NORTHERLY, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°43'00", A DISTANCE OF 244.93 FEET TO A POINT OF TANGENCY; THENCE N 81°01'21" W, A DISTANCE OF 82.51 FEET; TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 162.00 FEET; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°41'00", A DISTANCE OF 131.99 FEET; THENCE N 00°00'00" E, A DISTANCE OF 1055.19 FEET; THENCE S 90°00'00" E, A DISTANCE OF 1506.10 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA
CONTAINING 50.71 ACRES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION: ROBINSON PRESERVE ADDITION (FLORIDA STATE PLANE – WEST ZONE – NAD 83/90)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; THENCE N 89°36'54" W ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 16.00 FEET; THENCE S 00°19'34" W, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'34" W ALONG THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF 99TH STREET NORTHWEST A DISTANCE OF 550.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 1506.10 FEET; THENCE S 00°00'00" W, A DISTANCE OF 1055.19 FEET; THENCE N 34°20'21" W, A DISTANCE OF 1923.69 FEET; THENCE N 31°03'21" W, A DISTANCE OF 349.20 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 105.00 FEET; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°39'00", A DISTANCE OF 140.47 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE WESTERLY, NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 153°18'00", A DISTANCE OF 187.29 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE LEFT HAVING A RADIUS OF 204.00 FEET; THENCE NORTHEASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°38'51", A DISTANCE OF 223.05 FEET; THENCE N 40°50'21" W, A DISTANCE OF 229.48 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 36°14'00", A DISTANCE OF 113.83 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 252.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°57'00", A DISTANCE OF 70.15 FEET; THENCE N 38°07'21" W, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°27'00", A DISTANCE OF 174.55 FEET; THENCE N 39°28'39" E, A DISTANCE OF 132.22 FEET; THENCE N 27°55'39" E, A DISTANCE OF 100.10 FEET; THENCE N 39°28'10" E, A DISTANCE OF 180.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 17°32'03" W, AT A DISTANCE OF 750.00 FEET; THENCE EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°11'18", A DISTANCE OF 251.17 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, TO THE LEFT HAVING A RADIUS OF 270.00 FEET; THENCE NORTHEASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°21'00", A DISTANCE OF 227.84 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE RIGHT HAVING A RADIUS OF 52.00 FEET; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°03'00", A DISTANCE OF 65.39 FEET TO A POINT OF TANGENCY; THENCE N 76°58'39" E, A DISTANCE OF 527.08 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 425.00 FEET; THENCE EASTERLY, NORTHEASTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°07'00", A DISTANCE OF 476.83 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE RIGHT HAVING A RADIUS OF 245.00 FEET; THENCE NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°17'00", A DISTANCE OF 138.05 FEET TO A POINT OF TANGENCY; THENCE N 44°58'39" E, A DISTANCE OF 243.43 FEET; THENCE N 89°08'39" E, A DISTANCE OF 257.14 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE EASTERLY, SOUTHEASTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THENCE S 00°19'38" W, A DISTANCE OF 1108.91 FEET; THENCE S 72°14'57" E, A DISTANCE OF 1038.81 FEET; THENCE S 00°22'32" W, A DISTANCE OF 1038.60 FEET; THENCE S 89°36'54" E, A DISTANCE OF 313.57 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTIONS 23 AND 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 149.18 ACRES.

June 16, 2015 - Regular Meeting
Agenda Item #34

ATTACHMENT DD
Amended and Restated Removal
Agreement regarding expansion of
Robinson Preserve approved by the
BOCC 6/16/2016

Subject

Amended and Restated Fill Removal Agreement regarding Expansion of Robinson Preserve

Briefings

None

Contact and/or Presenter Information

Charlie Hunsicker, Director, Parks and Natural Resources,
ext. 6001; charlie.hunsicker@mymanatee.org

Action Requested

Authorize the County Administrator to sign Amended and Restated Fill Removal Agreement regarding Expansion of Robinson Preserve.

Enabling/Regulating Authority

Florida Statute 125

Background Discussion

- In December 2012 Manatee County entered into a three party agreement with the Conservation Foundation of the Gulf Coast and Robinson Farms, Inc. (RFI) to acquire 150 acres of a 200 acre parent parcel for the expansion of Robinson Preserve. As an inducement for RFI to make the sale of the 150 acres (described in the agreement as the "Expansion Property"), the County agreed to provide surplus fill material remaining from the excavation of environmental features and landscapes over the County's Expansion Property to RFI for their use in a proposed future residential subdivision on the remaining 50 acres (described in the agreement as the "Remainder Property").
- The terms of the original agreement approved by the Board on December 27, 2012, called for up to 375,000 cubic yards of surplus fill to be transferred to the Remainder Property. The exact amount was, at the time, to be determined at a later date when the final design of Robinson Expansion had been completed.
- It has now been determined that of the 375,000 cubic yard amount reserved for RFI that 240,000 cubic yards of fill is the actual determined to be surplus from the County project.
- A revised agreement titled the "Amended and Restated Fill Removal Agreement regarding Expansion of Robinson Preserve" provides for these final fill volume specifics, and designates the remaining 135,000 cubic yards which would have been delivered to the RFI property under the original agreement as a charitable contribution back to the County, with the economic value of the donation to be determined by RFI.
- The full context of the amended agreement is included along with an exhibit describing the logistics of

ATTACHMENT DD
Amended and Restated Removal
Agreement regarding expansion of
Robinson Preserve approved by the
BOCC 6/16/2016

the movement of fill from the County-owned Expansion Property to the RFI owned Remainder Property.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

William Clague, Assistant County Attorney, informed Parks and Natural Resources the Amended and Restated Agreement is acceptable for consideration.

Reviewing Attorney

Clague

Instructions to Board Records

Please provide two executed originals to Kay Rogers, Parks and Natural Resources, ext. 6043, kay.rogers@mymanatee.org, for distribution.

6/19/15 QA two originals to Kay via interoffice mail

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [RobinsonFill.pdf](#)

Attachment: [Exhibit B.pdf](#)

**AMENDED AND RESTATED
FILL REMOVAL AGREEMENT**
regarding
EXPANSION OF ROBINSON PRESERVE

MANATEE COUNTY, FLORIDA
ROBINSON FARMS, INC.

This Amended and Restated Fill Removal Agreement ("Agreement") is made and entered into as of the ___ day of June, 2015, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Robinson Farms, Inc.**, a Florida corporation, hereinafter referred to as "RFI".

RECITALS

WHEREAS, pursuant to Section 125.01, *Florida Statutes*, the County owns and operates an environmental preserve known as Robinson Preserve, to provide educational, recreational and environmental benefits to the public; and

WHEREAS, in 2012, pursuant to a Cooperative Agreement (the "Cooperative Agreement") between the Conservation Foundation of the Gulf Coast, Inc., a Florida not-for-profit corporation ("CFGF") and the County, CFGF acquired from Robinson Farms, Inc. ("RFI") the 150 acre parcel more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Expansion Property"), and conveyed said Expansion Property to the County for the expansion of Robinson Preserve to provide the public with enhanced educational, recreational and environmental benefits (the "Project"); and

WHEREAS, as inducement to RFI to sell the Expansion Property to CFGF for the Project, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and RFI entered into this Fill Removal Agreement Regarding Expansion of Robinson Preserve, dated December 27, 2012 (the "Prior Agreement"), to establish their mutual rights and obligations with respect to Three Hundred Seventy Five Thousand (375,000) cubic yards of fill material stockpiled on the Expansion Property, to be made available to RFI for stockpiling and use upon a 50 acre portion of the original parent tract of the Expansion Property retained by RFI; and

WHEREAS, the County and RFI wish to amend and restate the Prior Agreement in its

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entirety pursuant to this Agreement, to more particularly refine their mutual rights and obligations with respect to the matters addressed herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and RFI agree as follows:

Article I
COVENANTS AND OBLIGATIONS

1.2 Removal and Stockpiling of Fill Material by County. If, during the term of this Agreement, the County obtains, budgets and appropriates sufficient legally available funds for construction of the Project, then the County shall remove and stockpile fill material in the amounts and at the locations set forth below, subject to the following terms and conditions:

- A. The County shall provide RFI with sixty (60) days advance notice of its intent to begin removing the fill material from the Expansion Property and stockpiling it on the locations specified below (the "Stockpiling Site").
- B. The County shall remove from the Expansion Property and transport 240,000 cubic yards (determined by truck measure) of fill material free of muck and excessive organics, and stockpile such fill material upon the Remainder Property, at the location specified on Exhibit "B".
- C. All Fill Material removed by the County from the Expansion Property and stockpiled on the Stockpiling Site shall become the property of RFI upon such stockpiling.
- D. The County shall obtain all necessary permits that may be required by any public authority for removing any aforesaid fill material from the Expansion Property. RFI shall be solely responsible for obtaining all necessary permits that may be required by any public authority for stockpiling such fill material on the Stockpiling Site(s), and all such permits that may be required for the ultimate use and disposal of the fill material.
- E. RFI hereby grants the County such temporary rights of ingress and egress over the Stockpiling Sites as shall be reasonable, necessary and convenient for the County to proceed with the stockpiling of fill material contemplated by this Section 1.2.
- F. In the event that, for any reason beyond the control of the County (other than a weather-related reason) the removal, transport and stockpiling of fill material at a Stockpiling Site cannot be completed during the construction of the Project, the County shall be fully released from the obligation to remove, transport and stockpile such fill material, and the 240,000 cubic yards of Fill Material [or any portion not delivered to the Remainder Property] shall be deemed part of the charitable contribution described herein.

1.3 Removal and Stockpiling of Fill Material by RFI. If, during the term of this

Agreement, the County does not obtain, budget and appropriate sufficient legally available funds for construction of the Project, then RFI shall have the option to remove a total of 240,000 cubic yards (determined by truck measure) of fill material and stockpile on the Remainder Property, at its sole cost and expense, subject to the following terms and conditions:

- A. RFI shall provide the County with sixty (60) days advance notice of its intent to begin removing the fill material from the Expansion Property and stockpiling it on the Stockpiling Site.
- B. All fill material removed by RFI from the Expansion Property and stockpiled on the Stockpiling Site shall become the property of RFI upon such stockpiling.
- C. RFI shall obtain all necessary permits that may be required by any public authority for removing the fill material from the Expansion Property and stockpiling the fill material on the Stockpiling Site, and all such permits that may be required for the ultimate use and disposal of the fill material.
- D. The County hereby grants RFI such temporary rights of ingress and egress over the Expansion Property as shall be reasonable, necessary and convenient for RFI to proceed with the removal of fill material contemplated by this Section 1.3.

1.4 No Development Rights. This Agreement shall not be construed to confer upon RFI, CFGC or any party providing grant funds toward the purchase of the Expansion Property the right to receive any permit or approval for development required pursuant to the County's Comprehensive Plan, Land Development Code or Code of Ordinances.

1.5 Availability of Funds; Limitations.

- A. The County's obligations pursuant to this Agreement are subject to and conditioned upon availability and appropriation of legally available revenues by the Board of County Commissioners for the Project.
- B. The County's financial responsibilities under this Agreement shall be limited to the costs and expenses of performing its obligations expressly set forth in Sections 1.2 and 1.3, hereof, subject to the provisions of subsection 1.5.A.
- C. In the event that the County does not obtain funding for the Project that enables it to carry out the removal and stockpiling of fill material pursuant to Section 1.2, and RFI does not exercise its right to carry out such removal and stockpiling at its own expense pursuant to Section 1.3, during the term of this Agreement, all obligations of the County with respect to the removal and stockpiling of fill material shall extinguish and become void upon termination of this Agreement pursuant to Article II, hereof, and RFI shall not be entitled to any compensation or

other consideration from the County. Provided however, the entire 375,000 cubic yards of Fill Material [or any portion not delivered to the Remainder Property] shall be deemed part of the charitable contribution described herein.

- D. The County assumes no liability or responsibility for the environmental conditions of the fill material or its suitability for use by RFI. RFI shall accept the fill material as is.
- E. As noted above, fill material volume shall be calculated and delivered by “truck measure”, determined by volume of fill material as removed and loaded onto haul trucks (as opposed to volume in the ground or stockpiled), and shall be stockpiled on the Stockpiling Site without further compaction or grading.
- F. The County acknowledges that, pursuant to this Agreement, RFI has agreed to amend the Prior Agreement to reduce the amount of fill material to be removed from the Expansion Property by 135,000 cubic yards (by truck measure), and acknowledges that this constitutes a donation to the County of such fill material. RFI and County intend and agree that such donation is intended to qualify as a charitable contribution. RFI and County shall jointly cooperate with each other in establishing and reporting the value of the charitable contribution as contemplated herein, it being understood that RFI’s agreement to reduce its entitlement to Fill Material is based upon its expectation that the reduction of entitlement provided for herein will qualify as a charitable contribution under the rules and regulations of the Internal Revenue Code, as amended from time to time. County shall execute such documents as are reasonably requested by RFI in the reporting of this charitable contribution, but nevertheless, the parties understand, acknowledge and agree that County does not offer or provide any assurance of qualification for such gift or contribution, and this Agreement is not contingent upon the receipt of thereof.

Article II

EFFECTIVE DATE; DURATION AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate on September 30, 2017.

Article III

AMENDMENTS; AMENDMENT AND RESTATEMENT

OF PRIOR AGREEMENT; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for RFI by its President, and only if properly executed by all the parties hereto.

3.2 Amendment and Restatement of Prior Agreement. This Agreement constitutes the amendment and restatement of the Prior Agreement in its entirety, such that only those terms of the Prior Agreement that are expressly restated herein shall continue to remain in full force and effect after the effective date of this Agreement, and then only in the manner restated herein. Upon the effective date hereof, all matters addressed herein shall be governed solely by the terms and provisions of this Agreement, and no term, condition or obligation of any party set forth in this Agreement shall be conditioned upon or subject to any term, condition, or obligation of the Prior Agreement.

3.3. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and RFI each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. RFI and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its respective governing body, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated herein.

4.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend,

indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Agreement.

4.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.6 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Assignment. This Agreement, and its rights and obligations hereunder, including the charitable contribution, may be freely assigned by RFI upon written notice to the County.

4.11 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such

other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Director, Parks and Natural Resources Department
5502 33rd Avenue Drive West
Bradenton, Florida 34209
Facsimile: (941) 742-5972

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to RFI: William C. Robinson
6730 Moccasin Wallow Rd.
Palmetto, FL 34221

With copy to: William C. Robinson, Jr., Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
Facsimile: (941) 745-2093

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and RFI have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
County Administrator (Deputy)

**ROBINSON FARMS, INC., a Florida
corporation**

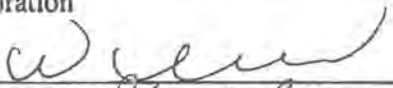
By: 
William C. Robinson, President

EXHIBIT 'A'

PARCEL "A"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; THENCE RUN N 88°45'34" W ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 16.00 FEET; THENCE S 01°10'55" W, A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING; THENCE S 01°10'55" W ALONG THE WESTERLY MAINTAINED RIGHT OF WAY OF 99TH STREET NORTHWEST, A DISTANCE OF 1290.40 FEET; THENCE S 88°45'13" E, A DISTANCE OF 16.00 FEET; THENCE S 01°10'55" W ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 662.57 FEET; THENCE N 88°46'52" W, A DISTANCE OF 113.30 FEET; THENCE N 01°13'08" E, A DISTANCE OF 35.90 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 13°29'05" E, A DISTANCE OF 205.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 122.12 FEET THROUGH A CENTRAL ANGLE OF 34°07'55" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 47°37'00" W, A DISTANCE OF 225.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 226.26 FEET THROUGH A CENTRAL ANGLE OF 57°37'00" TO THE POINT OF TANGENCY; THENCE S 80°00'00" W, A DISTANCE OF 240.82 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 10°00'00" E, A DISTANCE OF 65.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 103.52 FEET THROUGH A CENTRAL ANGLE OF 91°15'00" TO THE POINT OF TANGENCY; THENCE S 11°15'00" E, A DISTANCE OF 167.84 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 77°56'00" E, A DISTANCE OF 560.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 392.42 FEET THROUGH A CENTRAL ANGLE OF 40°09'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 37°47'00" W, A DISTANCE OF 170.00 FEET; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 534.07 FEET THROUGH A CENTRAL ANGLE OF 180°00'00" TO THE POINT OF TANGENCY; THENCE N 52°13'00" W, A DISTANCE OF 468.26 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 37°47'00" E, A DISTANCE OF 112.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 123.57 FEET THROUGH A CENTRAL ANGLE OF 63°13'00" TO THE POINT OF TANGENCY; THENCE N 11°00'00" E, A DISTANCE OF 167.15 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 79°00'00" W, A DISTANCE OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 96.06 FEET THROUGH A CENTRAL ANGLE OF 31°27'00" TO THE POINT OF TANGENCY; THENCE N 20°27'00" W, A DISTANCE OF 201.97 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 69°33'00" W, A DISTANCE OF 235.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 244.93 FEET THROUGH A CENTRAL ANGLE OF

59°43'00" TO THE POINT OF TANGENCY; THENCE N 80°10'00" W, A DISTANCE OF 82.51 FEET TO THE POINT OF CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 09°50'00" E, A DISTANCE OF 162.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 131.99 FEET THROUGH A CENTRAL ANGLE OF 46°41'00" TO THE POINT OF TANGENCY; THENCE N 33°29'00" W, A DISTANCE OF 1923.69 FEET; THENCE N 30°12'00" W, A DISTANCE OF 349.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 59°48'00" W, A DISTANCE OF 105 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 140.07 FEET THROUGH A CENTRAL ANGLE OF 76°39'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 16°51'00" W, A DISTANCE OF 70.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 187.29 FEET THROUGH A CENTRAL ANGLE OF 153°18'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 43°33'00" W, A DISTANCE OF 204.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 223.05 FEET THROUGH A CENTRAL ANGLE OF 62°38'51" TO THE END OF CURVE; THENCE N 39°59'00" W, A DISTANCE OF 229.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES S 50°01'00" W, A DISTANCE OF 180.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 113.83 FEET THROUGH A CENTRAL ANGLE OF 36°14'00" TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 13°47'00" E, A DISTANCE OF 252.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 70.15 FEET THROUGH A CENTRAL ANGLE OF 15°57'00" TO THE END OF CURVE; THENCE N 37°16'00" W, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES N 52°44'00" E, A DISTANCE OF 225.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 174.55 FEET THROUGH A CENTRAL ANGLE OF 44°27'00" TO THE END OF CURVE; THENCE N 40°20'00" E, A DISTANCE OF 132.22 FEET; THENCE N 28°47'00" E, A DISTANCE OF 100.10 FEET; THENCE N 40°19'31" E, A DISTANCE OF 180.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 16°40'42" W, A DISTANCE OF 750.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 251.17 FEET THROUGH A CENTRAL ANGLE OF 19°11'18" TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 35°52'00" W, A DISTANCE OF 270.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 227.84 FEET THROUGH A CENTRAL ANGLE OF 48°21'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 84°13'00" E, A DISTANCE OF 52.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 65.39 FEET THROUGH A CENTRAL ANGLE OF 72°03'00" TO THE POINT OF TANGENCY; THENCE N 77°50'00" E, A DISTANCE OF 527.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS POINT LIES N 12°10'00" W, A DISTANCE OF 425.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 476.83 FEET THROUGH A CENTRAL ANGLE OF 64°17'00" TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 76°27'00" E, A DISTANCE OF 245.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 138.05

FEET THROUGH A CENTRAL ANGLE OF 32°17'00" TO THE POINT OF TANGENCY; THENCE N 45°50'00" E, A DISTANCE OF 243.43 FEET; THENCE N 90°00'00" E, A DISTANCE OF 257.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT WHOSE RADIUS POINT LIES S 00°00'00" E, A DISTANCE OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 159.14 FEET THROUGH A CENTRAL ANGLE OF 91°10'59" TO THE POINT OF TANGENCY; THENCE S 01°10'59" W, A DISTANCE OF 1108.91 FEET; THENCE S 71°23'36" E, A DISTANCE OF 1038.81 FEET; THENCE S 01°13'52" W, A DISTANCE OF 1038.60 FEET; THENCE S 88°45'34" E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF 9TH AVENUE NORTHWEST, A DISTANCE OF 313.57 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 23 AND 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE SURVEY LINE END OF THE PUBLIC RIGHT-OF-WAY FOR 99TH STREET NORTHWEST AS RECORDED IN ROAD PLAT BOOK 6, PAGES 170-172, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA THENCE N 88°49'05" W ALONG SAID END OF PUBLIC RIGHT-OF-WAY AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 70.00 FEET; THENCE N 34°52'19" E A DISTANCE OF 126.19 FEET TO THE INTERSECTION WITH THE EAST LINE OF SAID SECTION 26; THENCE S 01°10'55" W, ALONG SAID EAST LINE, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, LESS MAINTAINED RIGHT-OF-WAY FOR 99TH STREET NORTHWEST.

ALSO LESS AND EXCEPT:

A PARCEL OF LAND BEING IN THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; THENCE S 01°10'55" W ALONG THE EAST LINE OF SAID SECTION 26, A DISTANCE OF 1318.36 FEET TO THE SOUTH END OF THE PUBLIC RIGHT-OF-WAY FOR 99TH STREET NORTHWEST (ROAD PLAT BOOK 6, PAGE 170); BEING THE POINT OF BEGINNING; ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 26, THENCE CONTINUE S 01°10'55" W, A DISTANCE OF 662.57 FEET; THENCE N 88°48'00" W, A DISTANCE OF 85.00 FEET; THENCE N 01°10'55" E, A DISTANCE OF 662.57 FEET TO THE SOUTH LINE OF SAID PUBLIC RIGHT-OF-WAY OF 99TH STREET NORTHWEST; THENCE S 88°48'00" E, ALONG SAID SOUTH LINE, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: (ROBINSON REMAINDER)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 34 SOUTH, RANGE 16 EAST; THENCE N 89°36'54" W, ALONG THE NORTH LINE OF SAID SECTION 26, A DISTANCE OF 16.00 FEET; THENCE S 00°19'34" W, A DISTANCE OF 28.00 FEET; THENCE S 00°19'34" W, ALONG THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF 99TH STREET N.W., A DISTANCE OF 550.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'34" W, A DISTANCE OF 661.06 FEET; THENCE S 34°01'32" W, A DISTANCE OF 96.58 FEET; THENCE N 89°47'24" W, A DISTANCE OF 15.01 FEET; THENCE S 00°21'55" W, A DISTANCE OF 662.57 FEET; THENCE N 87°26'40" W, A DISTANCE OF 28.27 FEET; THENCE N 00°21'47" E, A DISTANCE OF 35.90 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 12°37'44" E, AT A DISTANCE OF 205.00 FEET; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°07'55", A DISTANCE OF 122.12 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE LEFT HAVING A RADIUS OF 225.00 FEET; THENCE NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°37'00", A DISTANCE OF 226.26 FEET TO A POINT OF TANGENCY; THENCE S 79°08'39" W, A DISTANCE OF 240.82 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 65.00 FEET; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°15'00", A DISTANCE OF 103.52 FEET TO A POINT OF TANGENCY; THENCE S 12°06'20" E, A DISTANCE OF 167.84 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 77°04'39" E, AT A DISTANCE OF 560.00 FEET; THENCE SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°09'00", A DISTANCE OF 392.42 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, TO THE RIGHT HAVING A RADIUS OF 170.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 180°00'00", A DISTANCE OF 534.07 FEET TO A POINT OF TANGENCY; THENCE N 53°04'21" W, A DISTANCE OF 468.26 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 112.00 FEET; THENCE NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°13'00", A DISTANCE OF 123.57 FEET TO A POINT OF TANGENCY; THENCE N 10°08'39" E, A DISTANCE OF 167.15 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°27'00", A DISTANCE OF 96.06 FEET TO A POINT OF TANGENCY; THENCE N 21°18'21" W, A DISTANCE OF 201.97 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE LEFT HAVING A RADIUS OF 235.00 FEET; THENCE NORTHERLY, NORTHWESTERLY, AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°43'00", A DISTANCE OF 244.93 FEET TO A POINT OF TANGENCY; THENCE N 81°01'21" W, A DISTANCE OF 82.51 FEET TO THE POINT OF CURVATURE OF A CURVE, TO THE RIGHT HAVING A RADIUS OF 162.00 FEET; THENCE WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°41'00", A DISTANCE OF 131.99 FEET; THENCE N 00°00'00" E, A DISTANCE OF 1055.19 FEET; THENCE S 90°00'00" E, A DISTANCE OF 1506.10 FEET TO THE POINT OF BEGINNING.