

SCHOOL PLANNING AGREEMENT FOR THE
VILLAGES OF LAKEWOOD RANCH SOUTH
DEVELOPMENT OF REGIONAL IMPACT
SARASOTA COUNTY, FL

THIS SCHOOL PLANNING AGREEMENT FOR THE VILLAGES OF LAKEWOOD RANCH SOUTH DEVELOPMENT OF REGIONAL IMPACT (DRI) ("Agreement") is made this ___ day of _____, 2010 ("Effective Date") by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate organized and existing under the Constitution and laws of the State of Florida, whose address is 1960 Landings Blvd, Sarasota, Florida 34231 (hereinafter referred to as "School Board") and **SCHROEDER-MANATEE RANCH, INC.** , a Delaware Corporation (hereinafter referred to as "SMR" or "Owner") whose address is 14400 Covenant Way, Lakewood Ranch, FL 34202.

WITNESSETH:

WHEREAS, Owner is the fee simple owner of that certain property located in Sarasota County ("County"), Florida more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter referred to as the "Property;" and

WHEREAS, at the effective date of this Agreement, the Property is located in the Tatum Ridge Elementary, McIntosh Middle and Booker High School (the "Project Schools") attendance zones; and

WHEREAS, the Owner is currently seeking both an approval of a Development

of Regional Impact ("DRI") and a rezoning of the Property in order to permit development of a mixed-use community (the "Project") within the County known as "Villages of Lakewood Ranch South;" ("Villages") and

WHEREAS, the School Board does not currently have any new schools programmed or anticipated to accommodate the students generated by the Project; and

WHEREAS, the currently proposed development program for the Villages includes approximately 5144 residential units ("New Units"); and

WHEREAS, as of the date of this Agreement the final number of New Units to be permitted remains subject to the DRI and Rezone approval process and will be specified in the final DRI Development Order issued by the County for the Villages project (the "DRI Development Order"); and

WHEREAS, following adoption of the DRI Development Order by the County, the Owner will be required to apply for and receive approval of a final site plan(s) or final plat(s), as applicable, from the County, and said approval(s) will determine the exact number of New Units which may be constructed on the Property pursuant to said final site plan(s) or plat(s) from time to time; and

WHEREAS, Owner and School Board recognize, understand and agree that the number may be fewer than the maximum number of residential dwelling units permitted by the DRI Development Order or that the allocation between single-family and multi-family units may be different than set forth in the DRI Development Order; and

WHEREAS, the School Board recognizes that overcapacity and unplanned conditions will adversely affect the educational services provided at any given school and the School Board believes that the proposed development of the New Units has the potential to adversely impact the level of service and permanent capacity in the Project Schools; and

WHEREAS, in order to address the impact to the School Board of the students to be generated from the increase in residential density associated with the New Units, Owner is desirous of ameliorating the costs of those impacts by dedicating a school site within the Project to the School Board as is described in more detail below as well as complying with the provisions of school concurrency; and

WHEREAS, due to the pendency of the DRI Development Order and Rezone, it is not possible for the School Board and Owner to precisely calculate the actual impact of the New Units upon the Project Schools; and

WHEREAS, notwithstanding this uncertainty, Owner and the School Board desire to enter into this Agreement to require Owner to comply with the capacity enhancement methodology set forth herein consistent with the requirements of School Board Policy 7.78.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The foregoing recitals to this Agreement are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

2. **DRI Development Program.** The parties acknowledge that the Project’s proposed development shall occur in three phases, anticipated as follows:

Phasing Schedule		
Phase I	2012-2017	2,032 dwelling units
Phase II	2017-2022	1,581 dwelling units
Phase III	2022-2027	1,531 dwelling units

Notwithstanding the foregoing, the parties hereto acknowledge that the phasing schedule is subject to change as the anticipated DRI Development Order moves through the approval process, or as subsequent changes to the same are processed over the life of the Project either through the utilization of the Exchange Matrix included as part of the DRI Development Order or through changes to the same processed as a Notice of Proposed Change (“NOPC”) pursuant to § 380.06(19), F.S. The Owner shall give written notice to School Board Staff of any proposed changes to the phasing schedule, including but not limited to any changes to the number or type of residential dwelling units to be constructed in each respective phase and the School Board Staff shall be copied on all approved amendments or modifications to the DRI Development Order which constrict, expand or reallocate the total number or type of residential units authorized by the DRI Development Order. Any proposed change to the phasing schedule shall be required to be (re)evaluated by the School Board Staff pursuant to the School Board’s current school concurrency review process. This will be done to determine if any change, including but not limited to, phasing and/or unit type conversion negatively impacts the Project Schools or previously projected school needs.

3. **Calculation of School Impacts.** For the purposes of determining school capacity and school concurrency, the impacts to the Project Schools of the students to be generated from the New Units shall be calculated in accordance with the methodologies in effect at the time of evaluation. Due to changing demographics, the student generation rates are subject to change upon School Board approval. The initial capacity review is based upon the number and type of units indicated in the phasing schedule contained in Section 2 DRI Development Program of this Agreement. Any other variations are subject to additional school concurrency review. All residential final plats or final site plans will be subject to a school concurrency review prior to approval.

4. **Mitigation**

(a) **School Impact Fee Payment.** Except as provided in subparagraph (c) below, Owner acknowledges that the capacity mitigation contribution described in subparagraph (b) below does not release the Owner from payment of any other development, building related fees, or school impact fee, including but not limited to Sarasota County Educational Facilities Impact Fees prescribed by Section 70-293, Article VIII, Sarasota County Code of Ordinances (the "School Impact Fee Ordinance").

(b) **Owner's Mitigation Contribution.** In order to allow the School Board to have sufficient capacity to accommodate, in a timely manner, the demand created by the impact of the students to be generated from the increase in residential density associated with the approval and development of these New Units, the DRI Development Order for the Project will require Owner to convey to the School Board one parcel of usable land within the Property consisting of at least twenty (20) total buildable acres, +/-, (the "Donated Land"). The Donated

Land is comprised of a parcel the general location of which is depicted generally on the DRI Map C3 Master Development Plan attached hereto as Exhibit "B." The School Board shall be entitled but not obligated to construct Educational Facilities on the Donated Land. The School Board shall have the sole discretion to determine the types and sizes of any Educational Facilities constructed. Any Owner-mandated façade or other design elements, above and beyond the School Board's standards, shall be funded by the Owner.

Upon recording this Agreement and the final adoption of the DRI Development Order requiring the conveyance of the Donated Land, the School Board shall issue to the Owner a Finding of Adequate School Capacity for the benefit of the Property. This Finding of Adequate School Capacity is applicable only to the DRI and rezoning stages of the subject land/project. All subdivision plats and/or residential site plans shall be subject to school concurrency review and approval.

(c) School Impact Fee Credits.

In exchange for conveyance of the Donated Land, the Owner shall be entitled to school impact fee credits as allowed for by the Sarasota County Impact Fee Ordinance 2007-056. The credit shall be in an amount equal to the average of two appraisals, obtained by the School Board, of the value of the 20+ buildable acres valued as of the time of final approval of the DRI Development Order.

(d) Donation of Property.

(i) *Location of Donated Land.* The general location of the Donated Land is depicted, as of the Effective Date of this Agreement, on Map "C3" attached as Exhibit "B"; however, the final location will be determined with the

mutual agreement of the Owner and the School Board. The agreed criteria for the Donated Land shall include but not be limited to:

- 1) A minimum twenty (20+) acre buildable site in a square or rectangular configuration located within or immediately adjacent to a residential area with direct access on two public roads with adequate water, sewer, and fire services extended to the property that are sized to serve an elementary school. At the time of its dedication, the site shall not be located within the 100 year flood plain nor within 600 feet of the proposed FPL transmission easement unless authorized pursuant to Section 5 of the Amended Interlocal Agreement for Public School Facility Planning. If during the inspection and due diligence review, matters arise which need to be addressed in order for the School Board to receive a fully functional school site, Owner agrees to cooperate with School Board in the resolution of those matters.

(ii) Timing. The Owner shall convey the Donated Land to the School Board upon request at any time after the DRI Development Order has become final.

(iii) Conveyance Procedure. In all events, the Owner's conveyance of the Donated Land to the School Board shall be made in accordance with the School Board's then current policy for the acceptance of dedicated or conveyed lands. The Owner shall convey marketable title to the land which shall be subject to the reasonable review and approval of the School Board, free and clear of all encumbrances. Requirements for the actual conveyance of the Donated Land shall include but not be limited to a statutory warranty deed, payment by the Owner for title insurance, documentary stamps, recording fees, and curing of title

defects, if any, and environmental site clean up, if any. If, at any time, the School Board should decide that the reserved school location, as shown on Map C3, is inappropriate, the Owner shall be required to exchange the site for a comparably sized site in a location that is mutually agreed upon by the School Board and the Owner. Any such exchange of the school site location shall not require a Notice of Proposed Change and such exchange will be reflected as part of the Biennial DRI Monitoring Report including an updated Map C3. In addition, no exchange will entitle the Owner to any additional impact fee credit, in excess of what is referenced in paragraph 4(c) of this Agreement.

(iv) Off-site Infrastructure Improvements. Owner will complete all off-site infrastructure improvements to the relevant portion of Donated Land in order to meet the time requirements of School Board for planning, design, construction and operation of the applicable school. "Off-site Infrastructure Improvements" shall include, without limitation, publicly dedicated paved access roads accepted for maintenance by the County, electric power, telephone, cable TV, sewer and water all to the boundary or entrance of the applicable school site at a point reasonably acceptable to School Board and Owner. Sewer and potable water facilities incidental to the Project shall be dedicated to and maintained by the County. Other utility infrastructure, including without limitation cable television, will be maintained by the appropriate utility provider with jurisdiction over the same. In the event any of the foregoing are not publicly dedicated, then they shall be located in easement areas for which easements shall not be capable of defeat. All of the Off-site Infrastructure Improvements as provided herein shall be sufficient to meet School Board requirements for operation of a school on the Donated Land. Owner

also agrees to grant temporary easements to School Board from publicly dedicated roads and utilities to the boundary of the relevant portion of Donated Land for ingress and egress and construction access and temporary utilities at the time the property is donated to the School Board, which temporary easements shall not be capable of defeat, and which easements shall remain in place until the Off-site Infrastructure Improvements are completed. The Off-site Infrastructure Improvements shall be completed three months prior to the opening of any school facility upon the Donated Land. The purpose of such temporary easements is to enable the School Board to have legal access to the Donated Land at all times and to have access to the school sites for purposes of constructing the school, before permanent dedicated and improved access to the school site is complete. Such easements shall not be terminated until the recordation of the final plat dedicating the permanent roads and utilities.

The storm water treatment system for development on the Donated Land and on the remainder of this Project will be maintained by a Community Development District formed pursuant to Chapter 190, F.S., a home owners' association or property owners' association formed for that purpose, the Lakewood Ranch Stewardship District formed by Chapter 2005-308, Laws of Florida, or, failing that, the Owner will remain responsible for the continued administration and maintenance of the storm water treatment system until one or the other of the identified entities is formed and assumes the task of operation and maintenance of the storm water system such that the use and development of the Donated Land under and pursuant to this Agreement shall not be delayed or compromised.

In no event shall the School Board be responsible for payment of any assessments, dues or any other charges imposed by any CDD, home owners' association, property owners' association, or any similar entity.

(v) *Additional Rights of School Board and Owner.*

Following conveyance of the Donated Land by Owner, the School Board, in its sole discretion, shall have the right to convey the Donated Land to any third party. In the event the School Board intends to convey the Donated Land, the Owner shall have the right of first refusal to purchase the Donated Land as follows: The School Board shall obtain an appraisal on the land which it intends to convey and provide the Owner with the appraised value. The Owner shall then have thirty (30) days in which to agree to purchase the property at the appraised value. The School Board shall have no obligation to accept an offer less than the appraised value. In the event that the Owner declines said purchase, the School Board shall have the opportunity to dispose of the property in the Board's best interest, provided that if the School Board intends to convey the property for less than the appraised value at which it was previously offered to Owner, School Board shall first re-offer the property to Owner at the lower price.

(vi) *Additional Studies*

The Owner will be responsible for all costs required for an environmental and transportation study. The Owner as part of the DRI traffic study must include the use of the school and be responsible for any required improvements. The Owner is responsible for a payment of an environmental assessment of the Donated Land utilizing a consultant of the School Board's choice.

(e) School Concurrency Review. Notwithstanding the commitments made by Owner under this Agreement, upon submission of an application for a residential site plan, or subdivision plat, Owner shall be required to undergo school concurrency review in accordance with the requirements of Sarasota County School Board Policy 7.78, the Interlocal Agreement for Public School Facility Planning (as amended), and the Sarasota County Comprehensive Plan. The School Board shall be copied on all Biennial Reports required under the Project's DRI Development Order.

5. **Miscellaneous**.

(a) Term. This Agreement shall remain in force through the build-out date of the Property's DRI Development Order, unless the Agreement is otherwise terminated by the parties hereto. In the event that, for any reason, the Property's DRI Development Order is not approved, this Agreement shall be null and void.

(b) Recording; Runs with Land. This Agreement shall be recorded in the Public Records of Sarasota County, Florida by the School Board and the recording fee shall be paid by Owner. This Agreement shall bind the successors and assigns of Owner, the School Board and shall be deemed to be a burden on and running with the Property.

(c) School Attendance Areas. The parties agree that nothing in this Agreement shall be interpreted to restrict the School Board's sole authority to determine school attendance areas and revise same.

(d) Notices. All notices, demands, requests, consents, approvals, and other communications (collectively, "Notices"), required or permitted to be given

hereunder, shall be in writing and sent by facsimile (or by e-mail or by similar device) or by either: (i) registered or certified air mail, postage prepaid, return receipt requested; or, (ii) special delivery service (e.g., Federal Express, UPS, etc.); addressed to the party to be so notified as follows:

If to Owner, to: Rex Jensen, President
Schroeder-Manatee Ranch, Inc.
14400 Covenant Way
Lakewood Ranch, FL 34202
Fax: (941) 757-1601
Email: rex.jensen@smrranch.com

with a copy to: General Counsel
Schroeder-Manatee Ranch, Inc.
14400 Covenant Way
Lakewood Ranch, FL 34202
Fax: (941) 757.1613
Email: dan.perka@smrranch.com

If to School Board, to: School Board of Sarasota County
Long Range Planning Department
Attention: Micki Ryan
1960 Landings Blvd
Sarasota, FL 34231
Fax: (941) 927-4013
Email: Micki_ryan@sarasota.K12.fl.us

with a copy to: Art Hardy, Esquire
Matthews, Eastmoore, Hardy, Crauwels & Garcia
1777 Main St Suite 500
Sarasota, Fl 34236

The address or party to whom notice shall be sent may be changed at any time by either party by delivery of Notice to the other.

(e) Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter

hereof and it may be modified only by a written document executed by all parties hereto. The parties hereby acknowledge there are no representations, understandings, agreements, terms or conditions not contained or referred to in this Agreement and that this Agreement supersedes any prior written or oral agreements, representations, or inducements.

(f) Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

(g) Attorney's Fees. In the event that either party shall be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs spent on enforcement from the other, including but not limited to attorneys' fees and paralegals' fees for pre-trial, trial, and the cost of any appeal.

(h) Headings. The section and paragraph headings in this Agreement are for convenience only and do not contribute to or diminish the substantive portions of this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, which when combined, shall constitute one original agreement.

(j) Construction of Agreement. Each party has participated in the drafting of this Agreement. In the event of a dispute hereunder, this Agreement shall not be construed in the favor of any party.

(k) Mutual Cooperation. The parties acknowledge and agree that, due to the development of the Project as a DRI and the length of time required to achieve

build-out, circumstances may arise that are unanticipated at the time of this Agreement and are therefore not contemplated under its terms. As such, the parties agree to cooperate throughout the life of the Project in order to address any such unforeseen circumstances and work together in good faith to reach a resolution of the same.

[Signature blocks appear on following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as first set forth above.

THE SCHOOL BOARD OF SARASOTA COUNTY

By: _____
Shirley Brown, Chairman

Witnesses Signature

Print Name

Witnesses Signature

Print Name

Approved for Legal Content March 24, 2010, by Matthews, Eastmoore, Hardy, Crauwels & Garcia, Attorneys for The School Board of Sarasota County, Florida Signed: <u>ASH</u>
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STATE OF FLORIDA
COUNTY OF SARASOTA

On this _____, day of _____, 2010, before me, an officer qualified to take acknowledgments, personally appeared () who produced _____ as identification or () who is personally known to me to be the person described in and who executed the foregoing and who () did or () did not taken an oath and he acknowledged before me that the above is true and correct to the best of his knowledge.

WITNESS my hand and official seal in the State and County aforesaid, this _____ day of _____, 2010.

Notary Public, State of Florida
My Commission Expires: _____

“OWNER”

**SCHROEDER-MANATEE RANCH,
INC.**

a Delaware corporation

Daniel J. Perka
Witness Signature

DANIEL J. PERKA

Print Name

Todd J. Pokrywa
Witness Signature

TODD J. POKRYWA
Print Name

By: *[Signature]*
Title: RESIDENT

STATE OF FLORIDA
COUNTY OF MANATEE

On this 25TH day of MARCH, 2010, before me, an officer qualified to take acknowledgments, personally appeared () who produced _____ as identification or () who is personally known to me to be the person described in and who executed the foregoing and who () did or () did not taken an oath and he acknowledged before me that the above is true and correct to the best of his knowledge.

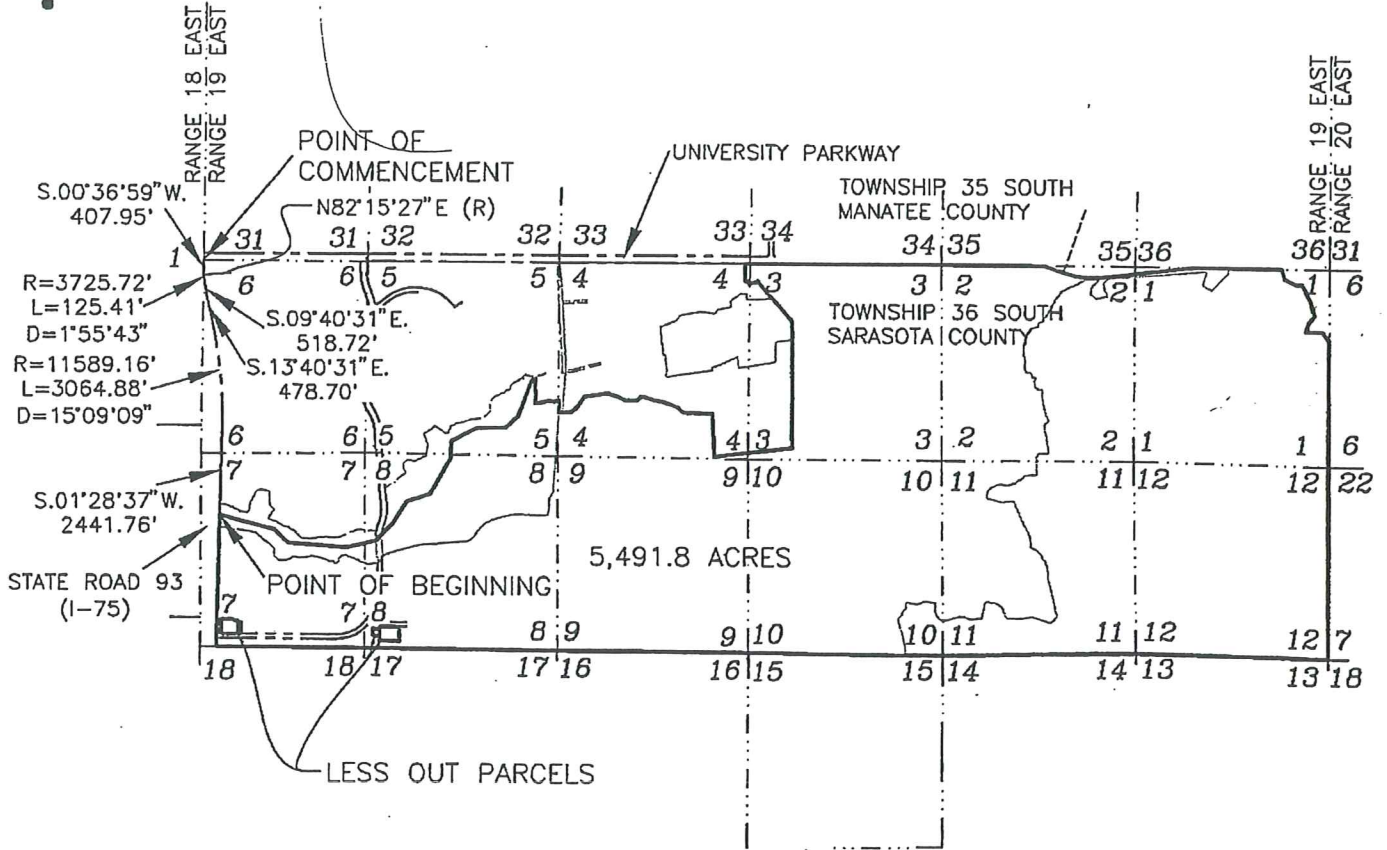
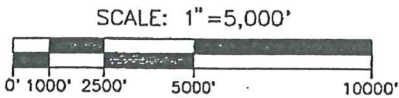
25TH WITNESS my hand and official seal in the State and County aforesaid, this day of MARCH, 2010.

[Signature]
Notary Public, State of Florida
My Commission Expires: _____



EXHIBIT "A"

LEGAL DESCRIPTION



NOTES:

1. Bearings shown hereon are relative to the North line of Section 6, Township 36 South, Range 19 East being S.89°58'32"E.
2. This is a sketch only and does not represent a field survey.
3. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this Sketch, Drawing, Plat or Map is for informational purposes only.

Robert R. Cunningham, P.S.M.
Florida Registration No. 3924

4/21/09
Date of Signature

REV. E; REVISED PER CHICAGO TITLE NO.: 220802422; 04/21/09; RRC
 REV. D; ADDED LESS OUT PARCELS; 03/12/09; RRC
 REV. C; REMOVED LANDS IN SECTION 15; 10/20/06; MJM
 REV. B; ADDED LANDS IN SECTION 15; 2/22/06; MJM
 REV. A; REVISED SKETCH & DESCRIPTION, SHEETS 4, 5 & 7; 10/11/04; SPM
 FOR: SMR COMMUNITIES

Apr 21, 2009 - 09:19:52

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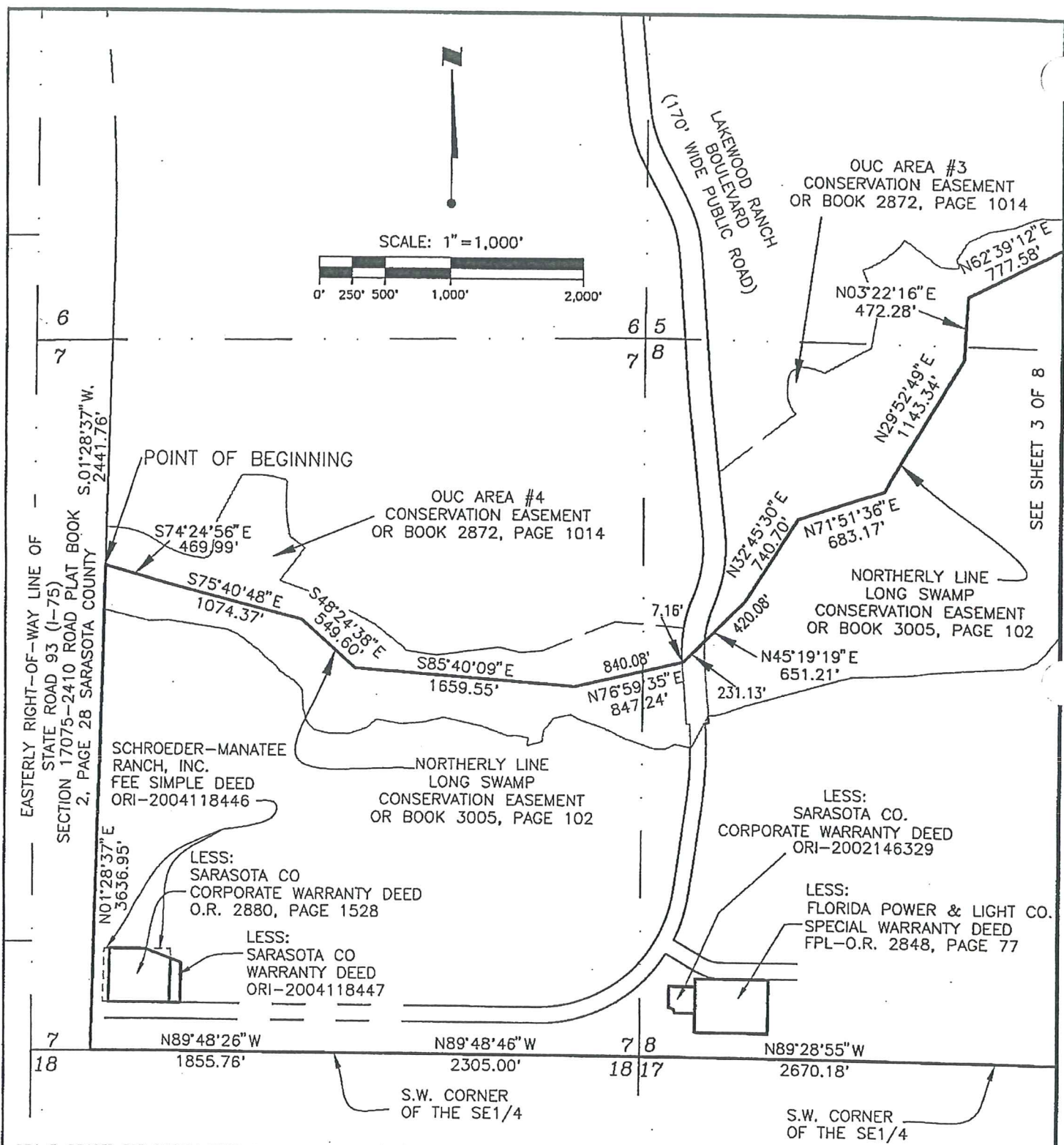
SKETCH & DESCRIPTION OF THE
 VILLAGES OF LAKEWOOD RANCH SOUTH
 SECTIONS 1-5, 7-12, TOWNSHIP 36 S., RANGE 19 E.,
 SARASOTA COUNTY, FLORIDA

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TASK CODE: MASLD	DRAWN BY: SPM	CHKD BY: ASE	CAD FILE: 03819-001-K01	PROJECT NO: 3819-001-000	SHEET 1 OF 8	DRAWING INDEX NO: B03819-001-000001*	REV: E
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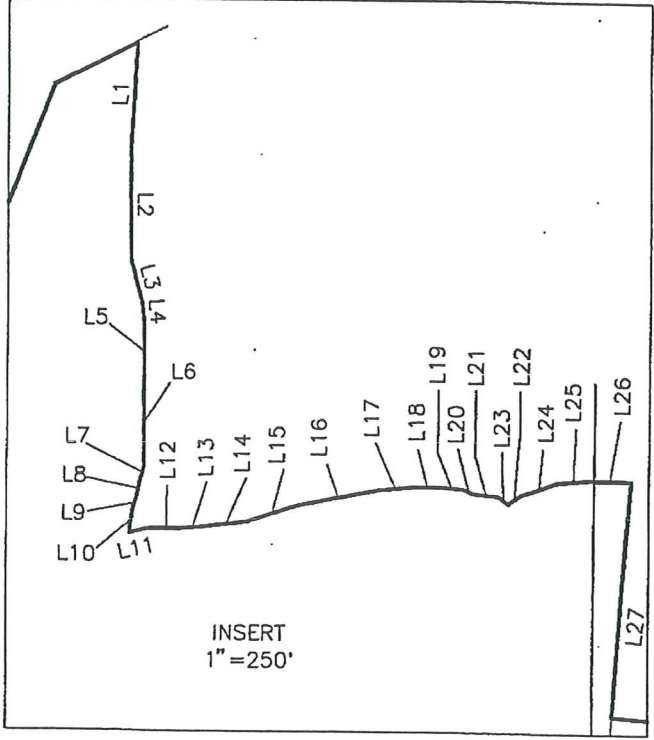
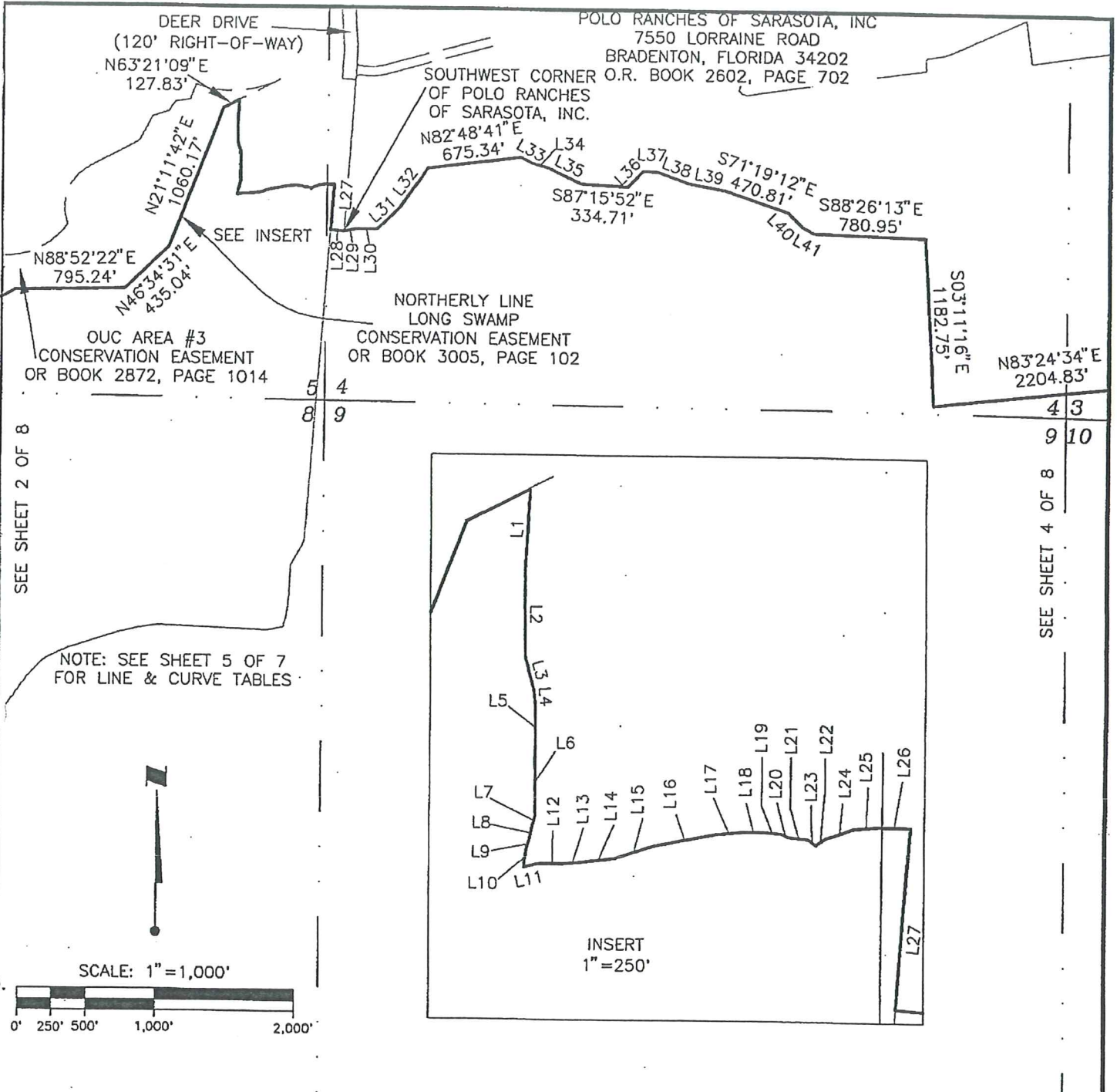
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 REV. A; REVISED SKETCH & DESCRIPTION, SHEETS 4, 5 & 7; 10/11/04; SPM
 FOR: SMR COMMUNITIES

O.R.=OFFICIAL RECORD
 ORI = OFFICIAL RECORD INSTRUMENT
 This is NOT a Survey.

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 SECTIONS 1-5, 7-12, TOWNSHIP 36 S., RANGE 19 E.,
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	17 16			16 15

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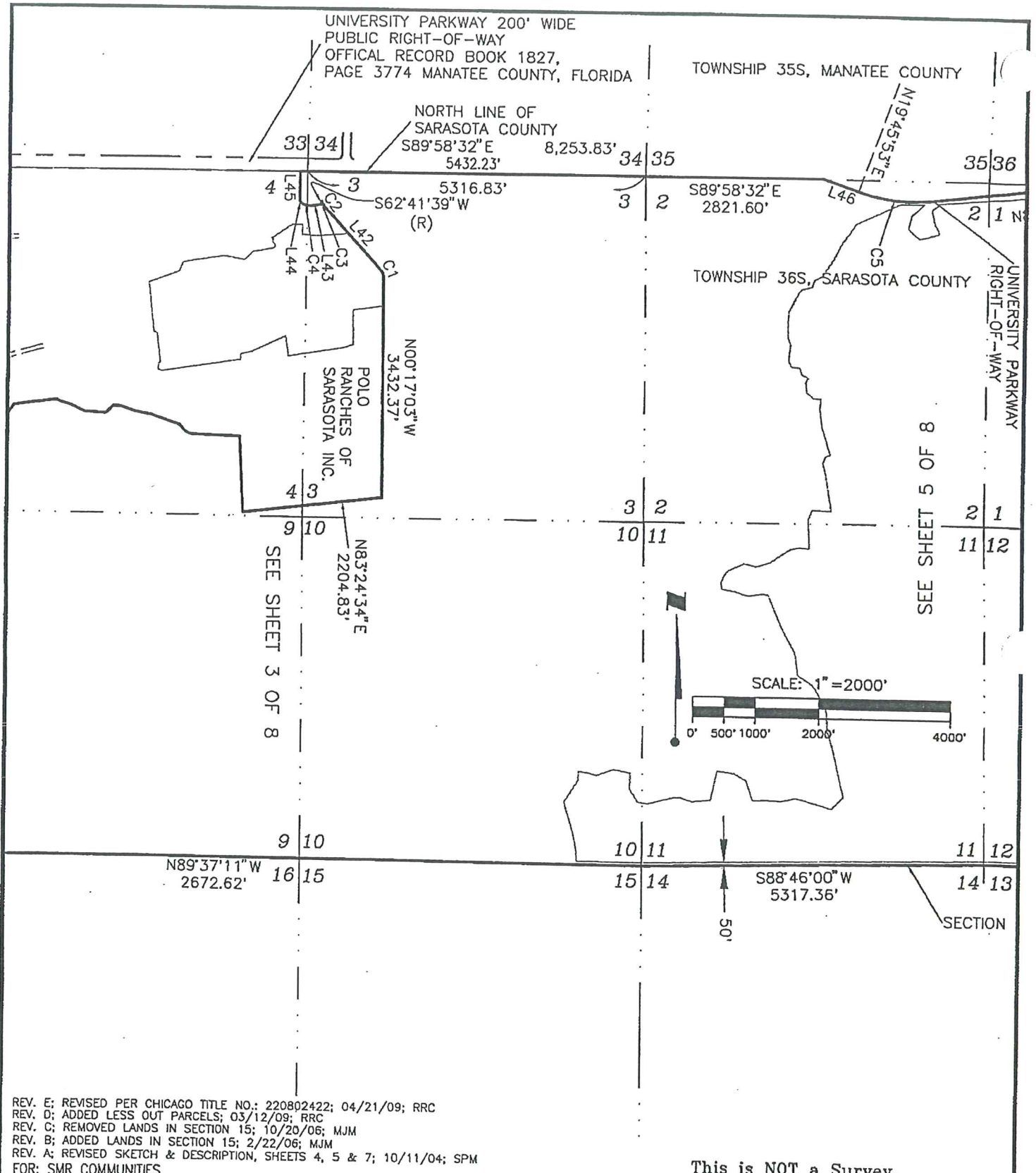
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This is NOT a Survey.

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PKWAY 200' WIDE
OF-WAY
D BOOK 1827,
MANATEE COUNTY, FLORIDA

TH LINE OF
SARASOTA COUNTY
S89°58'32"E
8,253.83'
5432.23'

TOWNSHIP 35S, MANATEE COUNTY

TOWNSHIP 36S, SARASOTA COUNTY

SOUTHERLY LINE OF
PROPOSED 200' WIDE
UNIVERSITY PARKWAY
RIGHT-OF-WAY

CONSERVATION
EASEMENT AREA

SECTION LINES AND
CONSERVATION
EASEMENT AREA LINE

SOUTH LINE OF
CONSERVATION
EASEMENT AREA

SEE SHEET 4 OF 8

SCALE: 1" = 2000'

0' 500' 1000' 2000' 4000'

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CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BRG.
C1	150.00'	41°59'16"	109.92'	107.48'	N21°16'41"W
C2	605.00'	14°57'59"	158.03'	157.58'	S34°47'19"E
C3	35.00'	108°57'48"	66.56'	56.98'	N27°10'34"E
C4	195.50'	53°03'18"	181.03'	174.63'	S71°48'54"E
C5	2403.95'	26°48'07"	1124.53'	1114.30'	S83°38'10"E
C6	2204.05'	5°41'44"	219.10'	219.01'	S85°48'38"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S03°12'47"W	148.25'
L2	S00°13'37"E	150.69'
L3	S15°17'40"E	61.02'
L4	S05°51'30"E	29.89'
L5	S00°00'00"E	74.70'
L6	S00°38'21"E	119.92'
L7	S17°29'00"W	17.40'
L8	S11°48'38"W	28.64'
L9	S21°43'13"W	11.92'
L10	S08°17'11"W	35.48'
L11	N77°33'19"E	28.13'
L12	N88°56'19"E	49.65'
L13	N85°14'18"E	29.41'
L14	N82°43'53"E	58.36'
L15	N71°57'31"E	72.62'
L16	N78°51'27"E	115.62'
L17	N84°45'35"E	46.42'
L18	N90°00'00"E	41.59'
L19	S84°20'34"E	27.95'
L20	S66°41'27"E	15.82'
L21	S85°18'33"E	33.69'
L22	S53°59'02"E	17.04'
L23	N55°35'20"E	19.48'
L24	N69°50'42"E	54.10'
L25	N85°08'56"E	42.21'
L26	S89°44'22"E	57.74'
L27	S04°19'32"W	324.98'
L28	S85°40'28"E	100.02'
L29	N78°06'22"E	87.94'
L30	N89°45'54"E	158.71'
L31	N47°33'02"E	220.52'
L32	N35°28'53"E	350.84'
L33	S63°19'46"E	88.61'

LINE TABLE		
LINE	BEARING	LENGTH
L34	S75°08'22"E	128.04'
L35	S64°53'29"E	262.98'
L36	N43°51'47"E	153.66'
L37	S87°43'50"E	109.16'
L38	S70°42'18"E	234.72'
L39	S79°48'39"E	277.69'
L40	S44°05'11"E	140.25'
L41	S62°52'55"E	100.85'
L42	N42°16'19"W	1260.38'
L43	S81°39'28"W	142.35'
L44	N45°17'14"W	15.77'
L45	N00°01'28"E	466.61'
L46	S70°58'32"E	554.08'
L47	S18°33'42"E	298.78'
L48	S64°21'30"E	359.24'
L49	N76°40'48"E	147.00'
L50	S26°42'54"E	502.56'
L51	S15°47'50"E	433.97'
L52	S40°18'47"W	246.56'
L53	S15°57'47"W	265.66'
L54	N90°00'00"E	460.15'
L55	S35°33'22"E	288.88'

REV. E; REVISED PER CHICAGO TITLE NO.: 220802422; 04/21/09; RRC
 REV. D; ADDED LESS OUT PARCELS; 03/12/09; RRC
 REV. C; REMOVED LANDS IN SECTION 15; 10/20/06; MJM
 REV. B; ADDED LANDS IN SECTION 15; 2/22/06; MJM
 REV. A; REVISED SKETCH & DESCRIPTION, SHEETS 4, 5 & 7; 10/11/04; SPM
 FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF THE
 VILLAGES OF LAKEWOOD RANCH SOUTH
 SECTIONS 1-5, 7-12, TOWNSHIP 36 S., RANGE 19 E.,
 SARASOTA COUNTY, FLORIDA

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DESCRIPTION:

A tract lying in Sections 1 through 5 and Sections 7 through 12, Township 36 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the northwest corner of Section 6, Township 36 South, Range 19 East, Sarasota County, Florida, being the intersection of the north line of Sarasota County, with the easterly Right-of-Way line of State Road 93 (I-75) as shown on the State of Florida Road Department Right-of-Way Map of State Road 93, Section 17075-2410, per Road Plat Book 2, Page 28 of the Public Records of Sarasota County, Florida; thence southerly along said easterly Right-of-Way line of State Road 93 (I-75), for the following six (6) calls; thence S.00°36'59"W., a distance of 407.95 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.82°15'27"E., a radial distance of 3725.72 feet; thence southerly, along the arc of said curve, through a central angle of 01°55'43", an arc length of 125.41 feet to the point of tangency of said curve; thence S.09°40'31"E., a distance of 518.72 feet; thence S.13°40'31"E., a distance of 478.70 feet to the point of curvature of a curve to the right, having a radius of 11589.16 feet and a central angle of 15°09'09"; thence southerly, along the arc of said curve, an arc length of 3064.88 feet to the point of tangency of said curve; thence S.01°28'37"W., a distance of 2441.76 feet to the POINT OF BEGINNING; said point also being on the southerly line of OUC Area #4, Conservation Easement as recorded in Official Record Book 2872, Page 1014, of the Public Records of Sarasota County, Florida, also being the northerly line of Long Swamp Conservation Easement as recorded in Official Record Book 3005, Page 102, of said Public Records; thence along said line, the following five (5) calls; thence S.74°24'56"E., a distance of 469.99 feet; thence S.75°40'48"E., a distance of 1,074.37 feet; thence S.48°24'38"E., a distance of 549.60 feet; thence S.85°40'09"E., a distance of 1,659.55 feet; thence N.76°59'35"E., a distance of 840.08 feet to the intersection with the westerly Right-of-Way line of Proposed Lakewood Ranch Boulevard; thence continue N76°59'35"E, a distance of 7.16 feet; thence N45°19'19"E, across said Proposed Lakewood Ranch Parkway 231.13 feet to the easterly Right-of-Way line of said Proposed Lakewood Ranch Boulevard, said point being on the southerly line of OUC Area #3 Conservation Easement as recorded in Official Record Book 2872, Page 1014, of the Public Records of Sarasota County, Florida, also being on the aforementioned northerly line of Long Swamp Conservation Easement; thence along said line, the following ten (10) courses; thence continue N45°19'19"E, a distance of 420.08 feet; thence N.32°45'30"E., a distance of 740.70 feet; thence N.71°51'36"E., a distance of 683.17 feet; thence N.29°52'49"E., a distance of 1,143.34 feet; thence N.03°22'16"E., a distance of 472.28 feet; thence N.62°39'12"E., a distance of 777.58 feet; thence N.88°52'22"E., a distance of 795.24 feet; thence N.46°34'31"E., a distance of 435.04 feet; thence N.21°11'42"E., a distance of 1,060.17 feet; thence N.63°21'09"E., a distance of 127.83 feet to the easterly line of said Long Swamp Conservation Easement; thence southerly and easterly along said Long Swamp Conservation Easement the following twenty seven (27) courses; thence S.03°12'47"W., a distance of 148.25 feet; thence S.00°13'37"E., a distance of 150.69 feet; thence S.15°17'40"E., a distance of 61.02 feet; thence S.05°51'30"E., a distance of 29.89 feet; thence S.00°00'00"E., a distance of 74.70 feet; thence S.00°38'21"E., a distance of 119.92 feet; thence S.17°29'00"W., a distance of 17.40 feet; thence S.11°48'38"W., a distance of 28.64 feet; thence S.21°43'13"W., a distance of 11.92 feet; thence S.08°17'11"W., a distance of 35.48 feet; thence N.77°33'19"E., a distance of 28.13 feet; thence N.88°56'19"E., a distance of 49.65 feet; thence N.85°14'18"E., a distance of 29.41 feet; thence N.82°43'53"E., a distance of 58.36 feet; thence N.71°57'31"E., a distance of 72.62 feet; thence N.78°51'27"E., a distance of 115.62 feet; thence N.84°45'35"E., a distance of 46.42 feet; thence N.90°00'00"E., a distance of 41.59 feet; thence S.84°20'34"E., a distance of 27.95 feet; thence S.66°41'27"E., a distance of 15.82 feet; thence S.85°18'33"E., a distance of 33.69 feet; thence S.53°59'02"E., a distance of 17.04 feet; thence N.55°35'20"E., a distance of 19.48 feet; thence N.69°50'42"E., a distance of 54.10 feet; thence N.85°08'56"E., a distance of 42.21 feet; thence S.89°44'22"E., a distance of 57.74 feet; thence S.04°19'32"W., a distance of 324.98 feet; thence leaving said line of Long Swamp Conservation Easement S.85°40'28"E., a distance of 100.02 feet to the southwest corner of Polo Ranches of Sarasota, Inc. as described in Special Warranty Deed, recorded in Official Record Book 2602, Page 702 of the Public Records of Sarasota County, Florida; Thence easterly, southerly and northerly along the boundary of said Polo Ranches of Sarasota, Inc., the following twenty nine (29) courses; thence N.78°06'22"E., a distance of 87.94 feet; thence N.89°45'54"E., a distance of 158.71 feet; thence N.47°33'02"E., a distance of 220.52 feet; thence N.35°28'53"E., a distance of 350.84 feet; thence N.82°48'41"E., a distance of 675.34 feet; thence S.63°19'46"E., a distance of 88.61 feet; thence S.75°08'22"E., a distance of 128.04 feet; thence S.64°53'29"E., a distance of 262.98 feet; thence S.87°15'52"E., a distance of 334.71 feet; thence N.43°51'47"E., a distance of 153.66 feet; thence S.87°43'50"E., a distance of 109.16 feet; thence S.70°42'18"E., a distance of 234.72 feet; thence S.79°48'39"E., a distance of 277.69 feet; thence S.71°19'12"E., a distance of 470.81 feet; thence S.44°05'11"E., a distance of 140.25 feet; thence S.62°52'55"E., a distance of 100.85 feet; thence S.88°26'13"E., a distance of 780.95 feet; thence S.03°11'16"E., a distance of 1,182.75 feet; thence N.83°24'34"E., a distance of 2,204.83 feet; thence N.00°17'03"W., a distance of 3,432.37 feet to the point of curvature of a curve to the left having a radius of 150.00 feet and a central angle of 41°59'16"; thence northerly along the arc of said curve, an arc length of 109.92 feet to the point of tangency of said curve; thence N.42°16'19"W., a distance of 1,260.38 feet to the point of curvature of a curve to the right having a radius of 605.00 feet and a central angle of 14°57'59"; thence northwesterly along the arc of said curve, an arc length of 158.03 feet to the point of curvature of a non-tangent curve to the right, of which the radius point lies S.62°41'39"W., a radial distance of 35.00 feet; thence southwesterly along the arc of said curve, through a central angle of 108°57'48", on arc length of 66.56 feet to the point of tangency of said curve; thence S.81°39'28"W., a distance of 142.35 feet to the point of curvature of a curve to the right having a radius of 195.50 feet and a central

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 REV. B: ADDED LANDS IN SECTION 15; 2/22/06; MJM
 REV. A: REVISED SKETCH & DESCRIPTION, SHEETS 4, 5 & 7; 10/11/04; SPM
 FOR: SMR COMMUNITIES

This is NOT a Survey.

SKETCH & DESCRIPTION OF THE
 VILLAGES OF LAKEWOOD RANCH SOUTH
 SECTIONS 1-5, 7-12, TOWNSHIP 36 S., RANGE 19 E.,
 SARASOTA COUNTY, FLORIDA

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angle of 53°03'18"; thence westerly along the arc of said curve, an arc length of 181.03 feet to the point of tangency of said curve; thence N.45°17'14"W., a distance of 15.77 feet; thence N.00°01'28"E., a distance of 466.61 feet to the north line of Section 4, also being the south line of University Parkway a 200 foot wide Public Right-of-Way as recorded in Official Record Book 1827, Page 3774 of the Public Records of Manatee County, Florida, and the north line of Sarasota County; thence along said north line of Sarasota County, also being the north lines of Sections 4, 3 and 2, S.89°58'32"E., a distance of 8,253.83 feet more or less, through the 1/4 Section corners and Section corners thereof, to its intersection with the Southerly line of the proposed 200' wide Right-of-Way for University Parkway; thence along said Southerly line of said proposed 200' wide Right-of-Way the following 4 calls: S.70°58'32"E., a distance of 554.08 feet to the point of curvature of a non-tangent curve to the left, of which the radius point lies N.19°45'53"E., a radial distance of 2,403.95 feet; thence easterly along the arc of said curve, through a central angle of 26°48'07", an arc length of 1,124.53 feet to the point of tangency of said curve; thence N.82°57'46"E., a distance of 2,337.47 feet to the point of curvature of a curve to the right having a radius of 2,204.05 feet and a central angle of 05°41'44"; thence easterly along the arc of said curve, an arc length of 219.10 feet to the north line of Section 1 also being the point of tangency of said curve; thence S.89°58'32"E., along the north line of said Section 1, a distance of 2,344.11 feet; thence S.18°33'42"E., a distance of 298.78 feet; thence S.64°21'30"E., a distance of 359.24 feet; thence N.76°40'48"E., a distance of 147.00 feet; thence S.26°42'54"E., a distance of 502.56 feet; thence S.15°47'50"E., a distance of 433.97 feet; thence S.40°18'47"W., a distance of 246.56 feet; thence S.15°57'47"W., a distance of 265.66 feet; thence N.90°00'00"E., a distance of 460.15 feet; thence S.35°33'22"E., a distance of 288.88 feet to the East line of said Section 1; thence S.00°00'08"W., along the east line of Section 1, a distance of 3,476.00 feet to the northeast corner of Section 12; thence continue S.00°00'08"W. along the Easterly line of Section 12, a distance of 5,292.72 feet to the South line of said Section 12; thence N.89°03'10"W. along the southerly line of said section 12, a distance of 5,270.49 feet to the southwest corner of said Section 12; thence S.88°46'00"W. along the southerly line of Section 11, a distance of 5,317.36 feet to the southwest corner of Section 11; thence N.89°32'01"W. along the southerly line of the southeast 1/4 of Section 10, a distance of 2,694.08 feet; thence N.89°29'35"W. along the southerly line of the southwest 1/4 of said Section 10, a distance of 2,686.23 feet to the southwest corner of said Section 10; thence N.89°37'11"W. along the southerly line of the southeast 1/4 of Section 9, a distance of 2,672.62 feet to the southwest corner of the southeast 1/4 of said Section 9; thence N.89°47'23"W. along the southerly line of the southwest 1/4 of said Section 9, a distance of 2,674.92 feet to the southwest corner of said Section 9; thence N.89°29'27"W. along the southeast 1/4 of Section 8, a distance of 2,670.94 feet to the southwest corner of said southeast 1/4 of Section 8; thence N.89°28'55"W. along the southerly line of southwest 1/4 of said Section 8, a distance of 2,670.18 feet to the southwest corner of said Section 8; thence N.89°48'46"W. along the southerly line of the southeast 1/4 of Section 7, a distance of 2,305.00 feet to the southwest corner of said southeast 1/4 of Section 7; thence N.89°48'26"W. along the southerly line of the southwest 1/4 of said Section 7, a distance of 1,855.76 feet to the easterly line of aforementioned State Road 93 (I-75); thence N.01°28'37"E. along said State Road 93 (I-75), a distance of 3,636.95 feet to the POINT OF BEGINNING.

Less and Except:

Lands described in Special Warranty Deed from Schroeder-Manatee Ranch, Inc. to Florida Power & Light Company recorded in Official Record Book 2848, Page 77, of the Public Records of Sarasota County, Florida.

Lands described in Corporate Warranty Deed from Schroeder-Manatee Ranch, Inc. to Sarasota County recorded in Official Record Book 2880, Page 1528, of the Public Records of Sarasota County, Florida.

Lands described in Corporate Warranty Deed from Schroeder-Manatee Ranch, Inc., to Sarasota County recorded in Official Records Instrument Number 2002146329, of the Public Records of Sarasota County, Florida.

Lands described in Warranty Deed from Schroeder-Manatee Ranch, Inc., to Sarasota County in Official Records Instrument Number 2004118447, of the Public Records of Sarasota County, Florida.

Together With:

Lands described in Fee Simple Deed from Sarasota County to Schroeder-Manatee Ranch, Inc. recorded in Official Records Instrument Number 2004118446, of the Public Records of Sarasota County, Florida.

Said tract contains 239,221,249 square feet or 5,491.8 acres, more or less.

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 SECTIONS 1-5, 7-12, TOWNSHIP 36 S., RANGE 19 E.,
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EXHIBIT "B"

DRI MAP C3 MASTER DEVELOPMENT PLAN



VARIABLE DEVELOPMENT CRITERIA
 THE FOLLOWING ITEMS WILL BE REFINED DURING THE REZONE, SUBSEQUENT NEIGHBORHOOD PLAN STAGE AND FINAL PERMITTING:

- ACREAGE AND SQUARE FOOTAGE OF PROPOSED USES.
- NATIVE HABITAT PRESERVATION, ALTERATION, ENHANCEMENT, MITIGATION AND CONSERVATION ACREAGE.
- LOCATION AND ALLOCATION OF CIVIC FACILITIES (I.E. INTERNAL PARKS, SCHOOLS, ETC.)
- INTERNAL CIRCULATION AND ROADWAY ALIGNMENTS.
- LOCATION AND CONFIGURATION OF THE VILLAGE CENTER AND NEIGHBORHOOD CENTERS and
- AMOUNT OF OPEN SPACE (TO BE REDEFINED AND UPDATED AS REQUIRED UNDER SARASOTA 2050 REGULATIONS - ORDINANCE NO. 2004-082).
- THE EXISTING MINING OPERATIONS, INCLUDING AREAS CURRENTLY PLANNED OR PERMITTED TO BE MINED, AND AREAS CURRENTLY UNDER MINING PERMITS FOR THESE AREAS. ADDITIONAL MINING AREAS MAY BE ALLOWED ONLY UPON APPROVAL OF SUBSEQUENT PERMITTING.
- THE FINAL CONFIGURATION AND DESIGN OF STORMWATER MANAGEMENT FACILITIES WITHIN EACH NEIGHBORHOOD WILL BE BASED ON ENGINEERING REQUIREMENTS AND FINAL PERMITTING OF EACH NEIGHBORHOOD.
- ANY COMMERCIAL OR RESIDENTIAL COMPONENT (E.G. LOT WITHIN A PLATTED SUBDIVISION AND RESIDENTIAL DEVELOPMENT) SHALL BE ENTITLED TO RECEIVE A BUILDING PERMIT AFTER SAID PHASE BUILD-OUT DATE PROVIDING THE RESIDENTIAL OR COMMERCIAL COMPONENT IS PART OF A LARGER RESIDENTIAL OR COMMERCIAL SITE (E.G., SUBDIVISION, LAND LEASE, CONDO PLAT, ETC.) WHICH HAS COMPLETED REQUIRED INFRASTRUCTURE IMPROVEMENTS HAVE BEEN COMPLETED, APPROVED, AND PERMITTED. THE PERMITTING PROCESS IS NOT INTENDED TO AUTHORIZE THE ISSUANCE OF BUILDING PERMITS AFTER THE FINAL DRI BUILD-OUT DATE.

GRAPHIC LEGEND

[Yellow Box]	DEVELOPED AREA	[P]	INTERNAL PARK
[Blue Box]	STORMWATER LAKES	[S]	ELEMENTARY SCHOOL
[Dark Green Box]	WETLAND PRESERVATION	[Star]	VEHICULAR AND/OR PEDESTRIAN ACCESS
[Light Green Box]	UPLAND NATIVE HABITAT / OTHER OPEN SPACE	[Red Star]	NEIGHBORHOOD CENTER
		[V]	VILLAGE CENTER

SITE DATA
 TOTAL SITE AREA: 5,489.7 ± ACRES
 VPD (VILLAGE PLANNED DEVELOPMENT) DISTRICT AND OUA WITH STIPULATIONS: 1,425.5 ± ACRES

DEVELOPMENT AREA:

OPEN SPACE	408.6 ± ACRES
WETLAND PRESERVATION	933.4 ± ACRES
STORMWATER/LAKES	385.6 ± ACRES
UPLAND NATIVE HABITAT/OTHER OPEN SPACE	1,072.6 ± ACRES
CONSERVATION EASEMENT	1,072.6 ± ACRES
GUM SLOUGH CONSERVATION EASEMENT	4,084.2 ± ACRES (74%)
TOTAL OPEN SPACE	

PROPOSED USES:

RESIDENTIAL SINGLE FAMILY	1,910 UNITS
RESIDENTIAL MULTI-FAMILY	3,234 UNITS
COMMERCIAL/RETAIL/OFFICE	300,000 SQUARE FEET WITHIN VILLAGE CENTER
NEIGHBORHOOD COMMERCIAL USES	60,000 SQUARE FEET
NEIGHBORHOOD COMMERCIAL USES	90,000 SQUARE FEET

PROPOSED PHASING:

PHASE 1	2,032 RESIDENTIAL UNITS	COMMERCIAL/RETAIL/OFFICE 40,000 SQUARE FEET	NEIGHBORHOOD COMMERCIAL USES 20,000 SQUARE FEET PUBLIC/CIVIC ELEMENTARY SCHOOL**
PHASE 2	1,581 RESIDENTIAL UNITS		
PHASE 3	1,511 RESIDENTIAL UNITS	COMMERCIAL/RETAIL/OFFICE 50,000 SQUARE FEET	NEIGHBORHOOD COMMERCIAL USES 40,000 SQUARE FEET OF PUBLIC/CIVIC SPACE

**SEE VARIABLE DEVELOPMENT CRITERIA NOTE "1".
 **SEE VARIABLE CRITERIA NOTE "C."