



MEMORANDUM

Date: October 15, 2025

To: Honorable Board of County Commissioners

From: Eileen Mastney
(Exhibit 1 - Professional Qualifications)

Subject: FP-15-07-02 Bond Reduction and First Amendment to the Developer's Agreement for Island Lakes at Coco Bay

Request:

Lennar Homes, LLC is requesting a Bond Reduction and First Amendment to Developer's Agreement to reduce the amount of the approved surety provided under Letter of Credit No. FGAC-23354, issued by Fidelity Guaranty and Acceptance Corp., in the amount of \$2,599,611.95 to \$113,718.00 for the completion of the remaining infrastructure for Island Lakes at Coco Bay. The subdivision, consisting of 222 lots and 17 tracts, was granted Final Plat approval by the Board of County Commissioners on October 24, 2023. (**See Attachment 1**) The site contains 120.07± acres and is generally located south of San Casa Drive, northeast of Placida Road and west of Winchester Boulevard, in the West County area, and located in Commission District III.

At the time of Final Plat application, the applicant was granted approval of a Developer's Agreement (**See Attachment 2**) and surety in the amount of \$2,599,611.95, to ensure the completion of the plat infrastructure. Since then, a significant portion of the plat construction has been completed. The Project Engineer has submitted this First Amendment to the Developer's Agreement (**See Attachment 3**) and Bond Reduction request (**See Attachment 4**) for the new Engineer's Estimate of Probable Construction Cost (+10%), along with the record drawings (**See Attachment 5**), Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System (**See Attachment 6**) and receipts of requests for partial Potable Water Clearance from the Florida Department of Environmental Protection (FDEP), and the as-built certification and request for conversion to operation phase (**See Attachment 7**), reducing the remaining cost to \$113,718.00.

The County Engineer has found the new bond amount sufficient for completion of the project (**See Attachment 8**).

Recommendation:

Community Development recommends approval of the requested First Amendment to the Developer's Agreement and Bond Reduction under Petition **FP-15-07-02**.

Exhibit 1
Professional Qualifications

Qualifications of Eileen Mastney

Eileen Mastney

Position: Zoning Coordinator

Time with Charlotte County: 3 months

Qualifications of Eileen Mastney Position: Zoning Coordinator Time with Charlotte County: 3 months. Position Summary & Experience:

I have worked as a Zoning Coordinator for Charlotte County Planning and Zoning Departments for 3months. My duties include administrative tasks, customer service, data entry, reviewing and processing projects, Vacations and Land Splits for compliance with Charlotte County Land Development regulations. Furthermore, I coordinate and compile the comments and conditions of the reviewing departments and agencies into the final recommendation to the Planning and Zoning Board and the Board of County Commissioners for the above applications. Exhibit 1

Attachment 1
FP-15-07-02 Palm Lake at Coco Bay Final Plat
Decision Letter



November 17, 2023

Lennar Homes, LLC
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966

Dear Applicant:

This letter is to confirm the decision of the Charlotte County Board of County Commissioners at their meeting held **October 24, 2023, at 2:00 P.M.**, regarding the following petition:

FP-15-07-02

Quasi-judicial

Commission District III

Lennar Homes, LLC is requesting Final Plat approval for a residential subdivision to be named, Island Lakes at Coco Bay, consisting of 222 lots and 17 tracts. The proposed subdivision is a replat of Tracts C-1, C-2, C-4, C-5, C-6, F-1, F-2 and F-3, as shown on record plat of Coco Bay, as recorded in Plat Book 22, Pages 14A through 14V, in the Public Records of Charlotte County, Florida, which received Preliminary Plat approval from the Board of County Commissioners under PP-15-07-02 Coco Bay on October 27, 2015 for 400 single-family lots. Coco Bay was approved by the Board on January 23, 2018 under FP-15-07-02 Coco Bay and consisted of 178 single-family lots. The applicant also seeks approval of a Developer's Agreement and surety to cover the construction of the plat infrastructure separate and distinct from the Developer's Agreement and surety covering the infrastructure of Coco Bay. The site contains 120.07± acres and is generally located south of San Casa Drive, northeast of Placida Road and west of Winchester Boulevard, in the West County area, and located in Commission District III.

It was the decision of the Charlotte County Board of County Commissioners that Petition **FP-15-07-02** be approved. The plat was recorded on November 1, 2023 under **INSTR #: 3333248** in **Plat Book 27, Pages 5A through 5Z**, and the Development Agreement Resolution was recorded on November 1, 2023 under **INSTR #: 3333249** of the Public Records of Charlotte County, Florida.

This letter also serves as your Certificate of Concurrence for the purpose of School Concurrence.

Please feel free to contact our office should you have any questions.

Sincerely,

Jenny Shao, Project Coordinator
Community Development Department

CC: Heather Polito and Todd R. Rebol, P.E., Banks Engineering, DRP FL 6, LLC

Attachment 2
Recorded Developer's Agreement

This instrument prepared by:
Robert H. Berntsson, Esq.

The BIG W LAW FIRM
3195 S. Access Road
Englewood, FL 34224

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made this 24th day of October, 2023, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, herein called "County" and Lennar Homes, LLC, with an address of 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, herein called "Developer", and DRP FL 6 LLC, with an address of 590 Madison Avenue, 13th Floor, New York, NY 10022 herein called "Owner".

WITNESSETH

WHEREAS, Owner is the fee simple owner of the lands described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, "Property"); and

WHEREAS, Developer intends to subdivide the Property and develop a project under the name of Island Lakes at Coco Bay and cause a plat of the same name to be recorded in the Public Records of Charlotte County, Florida (the "Plat"); and

WHEREAS, the Plat is identified in Charlotte County Community Development Department Files as #FP-15-07-02; and

WHEREAS, Developer is required to construct certain improvements within the Property in accordance with County Standards, and construction plans and specifications approved by the County; and

WHEREAS, Developer submitted plans prepared by Banks Engineering dated August 10, 2016 for final construction plan approval (hereinafter, "Plans"). The Plans were approved by County on August 26, 2016 under DRC file number DRC-F-15-10pp(mm). The Plans depict certain subdivision improvements which must be required to be constructed prior to receiving certificates of occupancy for structures to be constructed on the Property; and

WHEREAS, Developer and County desire to enter into this Agreement, with the consent of Owner, to set forth certain obligations by the Developer and County in connection with the construction on the improvements; and

WHEREAS, the intent of this Agreement is to provide the required financial assurances for the construction of the improvements pursuant to the provisions of Section 3-7-65 of the Charlotte County Code of Laws and Ordinances and is not intended to be construed as a development agreement under Chapter 163.3221, Florida Statutes.

NOW THEREFORE, in consideration of their respective undertakings hereunder, County, Owner, and Developer agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Developer agrees to complete the subdivision improvements shown on the Plans. Developer is required to construct the improvements as set forth in the Engineer's Probable Cost Estimates dated April 12, 2023 and June 28, 2023 according to the sound engineering standards and County Subdivision Regulations, and according to the engineering plans and specifications submitted by the Developer to the County, as approved by the County on June 29, 2023.

3. In order to guarantee Developer's adherence to the obligations under this Agreement, Developer has provided a Letter of Credit in the amount of TWO MILLION FIVE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED ELEVEN AND 95/100 DOLLARS (\$2,599,611.95) (hereinafter, the "Security") to ensure completion of these subdivision improvements depicted on the approved Plans which have not, to date, been certified as complete.

4. Said Security shall remain in effect until final approval of the improvements by the County. Any reduction of the Security shall follow Charlotte County policy and Developer will be required to provide the applicable fee along with the record drawings and recommendation signed and sealed by the engineer of record. The reduction of the Security must be approved by the County prior to Developer reducing the Security amount.

5. All improvements as shown on the Plans must be completed per the approved Plans to the satisfaction of the County Engineer no later than two (2) years after the date that the Plat is recorded in the Public Records of Charlotte County, Florida. If the work is not completed within two (2) years, the County Engineer shall have the right to review the surety amount, and if deemed insufficient, Developer may be required to provide additional surety and execute an amendment to this Agreement to reflect the increased surety. Said amendment shall be recorded in the same manner as this Agreement.

6. If the subdivision improvements depicted in the Plans are not completed as provided herein, or if the County receives notification from the institution issuing the Security that the Security will expire prior to the specified time period stated herein, it is expressly understood and acknowledged by the Parties that:

(a) Notwithstanding any notice and cure requirements in this Agreement, the County may, at its sole and absolute discretion, request and/or utilize the outstanding amount of the Security;

(b) In the event of litigation, no party, including but not limited to the Owner, Developer, future lot owners, successors and assigns, is entitled to an offset of damages in an amount equal to the Security.

7. There are no intended third-party beneficiaries to this Agreement, therefore, no third parties may rely on this agreement and/or Security, including but not limited to future lot owners or their successors and assigns.

8. Nothing herein shall be construed to create an obligation upon the County, under Section 177.081, Florida Statutes, to voluntarily assume an obligation to perform any act of construction or maintenance under this Agreement and/or the Security.

9. County's consent, approval and acknowledgement herein granted shall not limit the County's right to approve or deny other development on the Property as provided by all laws, rules and regulations applicable to the Property.

10. Upon certification by a licensed engineer that the subdivision improvements have been completed in substantial compliance with the Plans and the terms of this Agreement have been met, or upon replacement of the Security and execution of a new development agreement by a subsequent developer, County shall release the Security and this agreement shall terminate.

11. This Agreement shall inure to the benefit of and be obligatory upon the Parties and their respective successors, assigns, heirs and personal representatives.

12. The terms of this Developer's Agreement have been jointly drafted by the Parties; therefore, in construing this Agreement no legal presumptions shall arise against either Party as the drafter of the Agreement.

13. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Developer's Agreement, or any part of this Agreement not held to be invalid or unenforceable.

14. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Developer's Agreement.

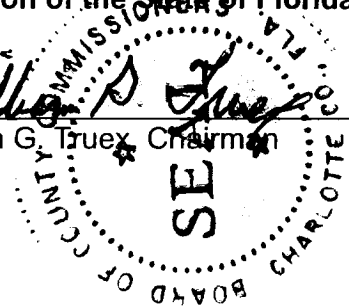
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Charlotte County, Florida.

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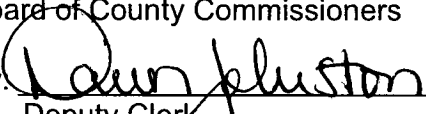
IN WITNESS WHEREOF, County, Owner and Developer have executed this Developer's Agreement on the date first above written.

**CHARLOTTE COUNTY, a political
Subdivision of the State of Florida**

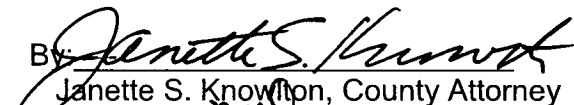
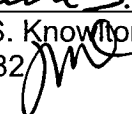
By: 
William G. Truey, Chairman



ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: 
Deputy Clerk
AGR 2023-191

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: 
Janette S. Knowlton, County Attorney
LR23-0682 

[Signature]
1st Witness Signature
Walter Flisegel
1st Witness Printed Name
[Signature]
2nd Witness Signature
Thomas Dean
2nd Witness Printed Name

DEVELOPER
LENNAR HOMES, LLC
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966
By: [Signature]
Scott Edwards
Vice President
Title
Scott Edwards
Printed Name

ACKNOWLEDGEMENT

State of FL
County of Lee

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17th day of August, 2023 by Scott Edwards, Vice President of Lennar Homes, LLC, who [] is personally known to me or [] has produced _____ as identification and did/did not take an oath.

My commission expires:

(Notary Seal)



KAREN A. HUGHES
Notary Public
State of Florida
Comm# HH355089
Expires 2/13/2027

[Signature]
Notary Public
Printed name of Notary Public
Serial or commission number

CONSENTED to by OWNER.

OWNER

DRP FL 6, LLC

By: DW General Partner, LLC,
its manager

Michael Mack
1st Witness Signature

Michael Mack
2nd Witness Signature

Houdin Honarvar
Houdin Honarvar

August 24, 2023
Date

ACKNOWLEDGEMENT

State of NEW YORK
County of NEW YORK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Houdin Honarvar, who ☒ is personally known to me or ☐ has produced _____ as identification and did/did not take an oath.

My commission expires:

(Notary Seal)

Daniel Jesse Kimmel
Notary Public
DANIEL JESSE KIMMEL
Printed name of Notary Public
0716432051
Serial or commission number

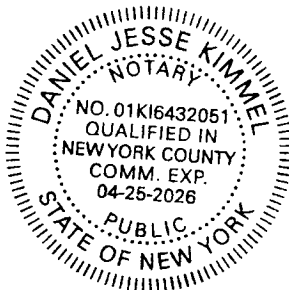


EXHIBIT "A"
(Legal Description of Property)

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 16, TOWNSHIP 41 SOUTH, RANGE 20 EAST, BEING A REPLAT OF TRACTS C-1, C-2, C-4, C-5, C-6, F-1, F-2 AND F-3, AS SHOWN ON RECORD PLAT OF COCO BAY, AS RECORDED IN PLAT BOOK 22, PAGES 14A THROUGH 14V, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16 BEING A POINT HAVING A FLORIDA WEST ZONE STATE PLANE COORDINATE VALUE OF NORTH: 933519.63 AND EAST: 551421.68, NORTH AMERICAN DATUM OF 1983; THENCE S.89°30'59"E. ALONG THE SOUTH LINE OF SAID SECTION 16 FOR 1320.32 FEET TO THE SOUTHWESTERLY CORNER OF SAID PLAT OF COCO BAY AND THE POINT OF BEGINNING, HAVING A FLORIDA WEST ZONE STATE PLANE COORDINATE VALUE OF NORTH: 933508.48 AND EAST: 552741.96; THENCE N.00°29'01"E. ALONG THE WESTERLY LINE OF SAID PLAT FOR 250.00 FEET; THENCE N.65°14'07"W. ALONG THE SOUTHWESTERLY LINE OF SAID PLAT FOR 742.12 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE AND THE WESTERLY LINE OF TRACT C-1, OF SAID COCO BAY; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 2 COURSES: N.17°46'51"E. FOR 44.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, DELTA ANGLE OF 04°37'41", A CHORD BEARING OF N.20°05'41"E., A CHORD DISTANCE OF 64.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 64.62 FEET TO THE WESTERLY CORNER OF LOT 1, OF SAID COCO BAY; THENCE S.67°35'29"E. ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR 130.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE SOUTHEASTERLY LINE OF LOTS 1 THROUGH 20 OF SAID COCO BAY THE FOLLOWING 5 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 20°21'34", A CHORD BEARING OF N.32°35'19"E., AND A CHORD DISTANCE OF 236.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 238.08 FEET; THENCE N.42°46'06"E. FOR 385.00 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 08°17'33", A CHORD BEARING OF N.46°54'52"E., AND A CHORD DISTANCE OF 53.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 53.55 FEET; THENCE N.51°03'39"E. FOR 378.84 FEET TO THE EASTERLY CORNER OF SAID LOT 20; THENCE N.38°56'21"W. ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 FOR 130.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCO BAY BOULEVARD, AS DEPICTED ON SAID PLAT OF COCO BAY, SAID POINT ALSO BEING THE NORTHERLY CORNER OF SAID LOT 20 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 440.00 FEET, DELTA ANGLE OF 00°57'33", A CHORD BEARING OF N.50°42'42"E., A CHORD DISTANCE OF 7.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 7.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A

RADIUS OF 440.00 FEET, A DELTA ANGLE OF 39°51'52", A CHORD BEARING OF N.30°18'00"E., AND A CHORD DISTANCE OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 306.14 FEET TO THE WESTERLY CORNER OF LOT 176 OF SAID PLAT OF COCO BAY; THENCE S.59°42'00"E. FOR 136.27 FEET TO THE SOUTHERLY CORNER OF SAID 176 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF LOTS 176 THROUGH 202 OF SAID PLAT OF COCO BAY THE FOLLOWING 8 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 570.00 FEET, A DELTA ANGLE OF 15°02'32", A CHORD BEARING OF N.07°31'16"E., AND A CHORD DISTANCE OF 149.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 149.65 FEET; THENCE N.00°00'00"E. FOR 483.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 900.00 FEET, A DELTA ANGLE OF 21°27'35", A CHORD BEARING OF N.72°46'08"E., AND A CHORD DISTANCE OF 335.12 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 337.09 FEET; THENCE N.62°02'21"E. FOR 194.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.03 FEET, A DELTA ANGLE OF 35°11'06", A CHORD BEARING OF N.79°37'54"E., AND A CHORD DISTANCE OF 60.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 61.43 FEET TO THE SOUTHEASTERLY CORNER OF LOT 195 OF SAID PLAT OF COCO BAY; THENCE N.07°15'07"E. ALONG THE EASTERLY LINE OF SAID LOT 195 FOR 9.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A DELTA ANGLE OF 83°46'03", A CHORD BEARING OF S.40°52'52"E., AND A CHORD DISTANCE OF 146.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 160.82 FEET; THENCE S.01°00'09"W. FOR 291.72 FEET TO THE SOUTHWESTERLY CORNER OF LOT 202 OF SAID PLAT OF COCO BAY; THENCE S.88°59'51"E. ALONG THE SOUTHERLY LINE OF SAID LOT 202 FOR 120.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 202; THENCE S.48°17'39"E. FOR 52.76 FEET TO THE SOUTHWESTERLY CORNER OF LOT 151 OF SAID PLAT OF COCO BAY; THENCE S.88°59'51"E. ALONG THE SOUTHERLY LINE OF SAID LOT 151 FOR 120.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 151; THENCE ALONG THE EASTERLY LINE OF LOTS 151 THROUGH 159 OF SAID PLAT OF COCO BAY THE FOLLOWING 2 COURSES: N.01°00'09"E. FOR 326.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, A DELTA ANGLE OF 61°21'02", A CHORD BEARING OF N.29°40'22"W., AND A CHORD DISTANCE OF 397.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 417.60 FEET TO THE NORTHERLY CORNER OF SAID LOT 159 AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 18°06'39", A CHORD BEARING OF S.18°56'44"W., AND A CHORD DISTANCE OF 100.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 101.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 79°49'46", A CHORD BEARING OF S.11°54'50"E., AND A CHORD DISTANCE OF 32.08 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 34.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAINT KITTS CIRCLE AS DEPICTED ON SAID PLAT OF COCO BAY AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 17°33'20", A CHORD BEARING OF N.60°36'23"W., AND A CHORD DISTANCE OF 82.41 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 82.73 FEET TO THE SOUTHERLY CORNER OF LOT 237 OF SAID PLAT OF COCO BAY

AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $83^{\circ}06'24''$, A CHORD BEARING OF $N.69^{\circ}03'45''E.$, AND A CHORD DISTANCE OF 33.17 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 36.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A DELTA ANGLE OF $22^{\circ}13'34''$, A CHORD BEARING OF $N.16^{\circ}23'46''E.$, AND A CHORD DISTANCE OF 107.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID LOT 237 FOR 108.62 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 237 AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THENCE ALONG THE NORTHERLY LINE OF LOTS 237 THROUGH 248 OF SAID PLAT OF COCO BAY THE FOLLOWING 4 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF $50^{\circ}59'41''$, A CHORD BEARING OF $S.87^{\circ}32'11''W.$, AND A CHORD DISTANCE OF 344.38 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 356.01 FEET; THENCE $S.62^{\circ}02'21''W.$ FOR 194.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF $28^{\circ}12'34''$, A CHORD BEARING OF $S.76^{\circ}08'38''W.$, AND A CHORD DISTANCE OF 292.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 295.41 FEET; THENCE $N.89^{\circ}45'05''W.$ FOR 58.37 FEET TO THE NORTHWESTERLY CORNER OF LOT 248 OF SAID PLAT OF COCO BAY; THENCE $S.00^{\circ}14'55''W.$ ALONG THE WESTERLY LINE OF SAID LOT 248 FOR 130.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE SOUTHWESTERLY CORNER OF SAID LOT 248; THENCE $N.89^{\circ}45'05''W.$ ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 20.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 249 OF SAID PLAT OF COCO BAY; THENCE $N.00^{\circ}14'55''E.$ ALONG THE EASTERLY LINE OF SAID LOT 249 FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 249; THENCE $N.89^{\circ}45'05''W.$ ALONG THE NORTHERLY LINE OF LOTS 249 THROUGH 260 AS DEPICTED SAID PLAT OF COCO BAY FOR 621.38 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 260; THENCE $S.14^{\circ}32'52''E.$ ALONG THE WESTERLY LINE OF SAID LOT 260 FOR 143.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF SAMANA CAY LOOP, THE FOLLOWING 5 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 250.00 FEET, A DELTA ANGLE OF $20^{\circ}09'48''$, A CHORD BEARING OF $S.65^{\circ}22'14''W.$, AND A CHORD DISTANCE OF 87.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 87.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $80^{\circ}34'55''$, A CHORD BEARING OF $N.84^{\circ}25'12''W.$, AND A CHORD DISTANCE OF 32.33 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 35.16; THENCE $N.44^{\circ}07'45''W.$ FOR 59.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF $15^{\circ}50'16''$, A CHORD BEARING OF $N.52^{\circ}02'53''W.$, AND A CHORD DISTANCE OF 49.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 49.76 FEET TO THE NORTHEASTERLY CORNER OF SAID RIGHT-OF-WAY; THENCE $S.30^{\circ}01'59''W.$ ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY FOR 40.00 FEET TO THE NORTHERLY CORNER OF LOT 337 OF SAID PLAT OF COCO BAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE WESTERLY LINE OF LOTS 337 THROUGH 358 OF SAID PLAT OF COCO BAY THE FOLLOWING 4 COURSES: AFOREMENTIONED CURVE HAVING A RADIUS OF

370.00 FEET, A DELTA ANGLE OF 25°18'58", A CHORD BEARING OF S.29°17'23"W., AND A CHORD DISTANCE OF 162.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 163.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 35°02'48", A CHORD BEARING OF S.34°09'18"W., AND A CHORD DISTANCE OF 108.39 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 110.10 FEET; THENCE S.51°40'42"W. FOR 317.46 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 62°05'57", A CHORD BEARING OF S.20°37'44"W., AND A CHORD DISTANCE OF 474.52 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 498.56 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 358 AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 358, THE FOLLOWING 3 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 155.00 FEET, A DELTA ANGLE OF 27°20'22", A CHORD BEARING OF N.88°35'47"E., AND A CHORD DISTANCE OF 73.26 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 73.96 FEET; THENCE N.74°55'36"E. FOR 25.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 82°55'05", A CHORD BEARING OF N.33°28'03"E., AND A CHORD DISTANCE OF 33.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 36.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING 3 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 340.00 FEET, DELTA ANGLE OF 25°37'40", A CHORD BEARING OF S.20°48'19"E., AND A CHORD DISTANCE OF 150.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 152.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET, A DELTA ANGLE OF 34°27'26", A CHORD BEARING OF S.16°23'26"E., AND A CHORD DISTANCE OF 82.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 84.19 FEET; THENCE S.00°50'15"W. FOR 363.07 FEET TO A POINT HEREFTER KNOWN AS POINT "A"; THENCE N.89°09'46"W. FOR 15.00 FEET TO THE NORTHWESTERLY CORNER OF TRACT "C-3" OF SAID PLAT OF COCO BAY; THENCE S.00°50'14"W. FOR 338.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "C-3"; THENCE S.65°14'07"E. ALONG THE SOUTHERLY LINE OF SAID TRACT "C-3" FOR 259.28 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCO BAY BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 108.00 FEET, A DELTA ANGLE OF 07°59'14", A CHORD BEARING OF S.20°24'31"W., AND A CHORD DISTANCE OF 15.04 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR 15.06 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PLAT OF COCO BAY, THE FOLLOWING 4 COURSES: N.65°14'07"W. FOR 270.18 FEET; THENCE N.00°50'14"E. FOR 698.00 FEET; THENCE N.89°09'46"W. FOR 345.00 FEET; THENCE N.00°50'14"E. FOR 1190.02 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF TRACT "P-1" OF SAID PLAT OF COCO BAY AND THE WESTERLY LINE OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT "P-1", THE FOLLOWING 17 COURSES: S.46°38'35"E. FOR 34.99 FEET; THENCE N.88°05'26"E. FOR 41.46 FEET; THENCE N.81°11'29"E. FOR 41.24 FEET; THENCE N.80°10'32"E. FOR 53.75 FEET; THENCE S.62°06'13"E. FOR 19.47 FEET; THENCE S.70°04'08"E. FOR 89.40 FEET; THENCE N.37°13'53"E. FOR

32.08 FEET; THENCE N.88°24'51"E. FOR 29.91 FEET; THENCE S.81°01'07"E. FOR 87.68 FEET; THENCE S.83°59'16"E. FOR 77.67 FEET; THENCE S.38°16'06"E. FOR 39.09 FEET; THENCE N.87°06'34"E. FOR 89.91 FEET; THENCE N.65°26'20"E. FOR 33.06 FEET; THENCE N.62°35'22"E. FOR 90.86 FEET; THENCE N.54°55'38"E. FOR 50.88 FEET; THENCE N.73°06'33"E. FOR 54.10 FEET; THENCE N.53°05'40"E. FOR 48.66 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE NORTHERLY LIMITS OF SAID PLAT OF COCO BAY; THENCE S.89°45'05"E. ALONG SAID LINE FOR 493.73 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE WEST LINE OF SAID PLAT OF COCO BAY; THENCE N.00°55'16"E. ALONG SAID WEST LINE FOR 54.97 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTHERLY LINE OF TRACT "P-2" OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID TRACT "P-2", THE FOLLOWING 31 COURSES: N.90°00'00"E. FOR 13.18 FEET; THENCE S.80°57'22"E. FOR 17.61 FEET; THENCE S.51°09'34"E. FOR 32.32 FEET; THENCE N.74°14'12"E. FOR 93.83 FEET; THENCE N.81°07'19"E. FOR 68.84 FEET; THENCE N.79°01'26"E. FOR 44.46 FEET; THENCE N.59°08'41"E. FOR 116.22 FEET; THENCE N.67°32'47"E. FOR 96.49 FEET; THENCE N.27°47'16"E. FOR 61.32 FEET; THENCE N.31°48'36"E. FOR 76.47 FEET; THENCE N.26°23'19"W. FOR 59.87 FEET; THENCE N.11°02'38"E. FOR 36.02 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 112°56'45", A CHORD BEARING OF N.45°25'44"W., AND A CHORD DISTANCE OF 41.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 49.28 FEET; THENCE S.78°05'53"W. FOR 35.47 FEET; THENCE N.29°56'40"W. FOR 40.55 FEET; THENCE N.80°52'29"W. FOR 44.07 FEET; THENCE S.67°54'04"W. FOR 29.39 FEET; THENCE S.81°15'05"W. FOR 10.59 FEET; THENCE S.82°46'03"W. FOR 30.29 FEET; THENCE S.75°23'24"W. FOR 69.45 FEET; THENCE S.19°05'48"W. FOR 40.88 FEET; THENCE N.55°00'00"W. FOR 20.18 FEET; THENCE S.72°31'17"W. FOR 26.36 FEET; THENCE S.89°03'05"W. FOR 37.93 FEET; THENCE S.44°51'35"W. FOR 38.26 FEET; THENCE N.71°30'12"W. FOR 15.11 FEET; THENCE N.03°48'05"W. FOR 26.91 FEET; THENCE N.80°19'26"W. FOR 38.84 FEET; THENCE N.73°12'02"W. FOR 23.83 FEET; THENCE N.50°10'11"W. FOR 38.70 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE WEST LINE OF SAID PLAT OF COCO BAY; THENCE N.00°55'16"E. ALONG SAID WEST LINE FOR 908.30 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTHERLY LINE OF TRACT "P-3" OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT "P-3", THE FOLLOWING 39 COURSES: S.82°34'42"E. FOR 46.92 FEET; THENCE S.89°34'21"E. FOR 96.75 FEET; THENCE S.59°17'20"E. FOR 23.80 FEET; THENCE S.46°14'59"E. FOR 79.22 FEET; THENCE S.38°59'30"E. FOR 71.03 FEET; THENCE S.55°33'02"E. FOR 46.26 FEET; THENCE S.00°19'44"W. FOR 36.45 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 75°16'40", A CHORD BEARING OF S.37°18'36"E., AND A CHORD DISTANCE OF 30.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 32.85 FEET; THENCE S.74°56'56"E. FOR 50.21 FEET; THENCE S.38°11'31"E. FOR 48.43 FEET; THENCE S.47°22'21"E. FOR 44.91 FEET; THENCE S.14°55'41"E. FOR 24.23 FEET; THENCE S.55°49'07"E. FOR 45.08 FEET; THENCE S.42°37'03"E. FOR 63.88 FEET; THENCE S.46°00'40"E. FOR 71.97 FEET; THENCE S.38°00'29"E. FOR 84.76 FEET; THENCE S.67°03'38"E. FOR

35.17 FEET; THENCE S.24°23'28"E. FOR 64.83 FEET; THENCE S.42°48'15"E. FOR 41.82 FEET; THENCE S.53°13'52"E. FOR 53.55 FEET; THENCE S.16°10'05"E. FOR 19.64 FEET; THENCE S.04°56'17"W. FOR 35.98 FEET; THENCE S.12°58'11"W. FOR 73.29 FEET; THENCE S.48°12'00"E. FOR 53.77 FEET; THENCE S.80°36'40"E. FOR 68.09 FEET; THENCE S.57°11'36"E. FOR 81.22 FEET; THENCE S.45°53'29"E. FOR 95.53 FEET; THENCE S.50°17'44"E. FOR 54.86 FEET; THENCE S.76°05'45"E. FOR 42.53 FEET; THENCE S.21°13'47"E. FOR 62.12 FEET; THENCE S.25°45'55"E. FOR 31.29 FEET; THENCE S.10°06'44"E. FOR 78.05 FEET; THENCE S.52°49'01"E. FOR 79.07 FEET; THENCE S.08°21'30"W. FOR 38.57 FEET; THENCE S.40°21'24"E. FOR 47.29 FEET; THENCE S.20°16'50"E. FOR 36.75 FEET; THENCE S.18°04'31"E. FOR 41.04 FEET; THENCE S.16°44'18"E. FOR 67.54 FEET; THENCE S.48°41'03"E. FOR 67.28 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE EAST OF SAID PLAT OF COCO BAY; THENCE S.01°00'09"W. ALONG SAID EAST LINE FOR 2544.78 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE SOUTHEAST CORNER OF SAID PLAT OF COCO BAY; THENCE N.89°30'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE SOUTH LINE OF SAID PLAT OF COCO BAY FOR 1321.63 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE AFOREMENTIONED "POINT A"; THENCE S.89°10'14"E. FOR 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE POINT OF BEGINNING; THENCE N.00°50'14"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 35.01 FEET TO THE SOUTHWEST CORNER OF LOT 305 OF SAID PLAT OF COCO BAY; THENCE S.89°09'46"E. ALONG THE SOUTH LINE OF SAID LOT 305 FOR 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 305; THENCE ALONG THE EASTERLY LINES OF 305 THROUGH 336 OF SAID PLAT OF COCO BAY THE FOLLOWING 6 COURSES: N.00°50'14"E. FOR 328.06 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 34°27'23", A CHORD BEARING OF N.16°23'28"W., AND A CHORD DISTANCE OF 177.71 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 180.41 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 85°17'51", A CHORD BEARING OF N.09°01'46"E., AND A CHORD DISTANCE OF 243.90 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 267.97 FEET; THENCE N.51°40'42"E. FOR 317.46 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 35°02'48", A CHORD BEARING OF N.34°09'18"E., AND A CHORD DISTANCE OF 277.01 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 281.37 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A DELTA ANGLE OF 16°02'23", A CHORD BEARING OF N.24°39'06"E., AND A CHORD DISTANCE OF 25.11 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.20 FEET TO THE EASTERLY CORNER OF SAID LOT 336; THENCE N.57°19'43"W. ALONG THE NORTHERLY LINE OF SAID LOT 336 FOR 120.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE NORTHERLY CORNER OF SAID LOT 336, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF

210.15 FEET, A DELTA ANGLE OF $19^{\circ}50'17''$, A CHORD BEARING OF $N.42^{\circ}35'35''E.$, AND A CHORD DISTANCE OF 72.40 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR 72.76 FEET TO THE NORTHWEST CORNER OF LOT 261 OF SAID PLAT OF COCO BAY; THENCE $S.37^{\circ}28'36''E.$ ALONG THE WEST LINE OF SAID LOT 261 FOR 130.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 261 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE SOUTHERLY LINE OF LOTS 261 THROUGH 269 OF SAID PLAT OF COCO BAY, THE AFOREMENTIONED CURVE HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF $37^{\circ}43'27''$, A CHORD BEARING OF $N.71^{\circ}23'12''E.$, A CHORD DISTANCE OF 51.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 52.67 FEET; THENCE $S.89^{\circ}45'05''E.$ FOR 405.18 FEET TO THE NORTHWEST CORNER OF LOT 272 OF SAID PLAT OF COCO BAY; THENCE ALONG THE WESTERLY LINES OF LOTS 272 THROUGH 300 OF SAID PLAT OF COCO BAY, THE FOLLOWING 5 COURSES: $S.00^{\circ}00'00''W.$ FOR 478.79 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF $51^{\circ}03'38''$, A CHORD BEARING OF $S.25^{\circ}31'50''W.$, AND A CHORD DISTANCE OF 232.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 240.62 FEET; THENCE $S.51^{\circ}03'39''W.$ FOR 379.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF $08^{\circ}17'33''$, A CHORD BEARING OF $S.46^{\circ}54'52''W.$, AND A CHORD DISTANCE OF 96.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 96.97 FEET; THENCE $S.42^{\circ}46'09''W.$ FOR 357.87 FEET TO THE WESTERLY CORNER OF SAID LOT 300; THENCE $S.47^{\circ}13'54''E.$ ALONG THE SOUTHEASTERLY LINE OF SAID LOT 300 FOR 130.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COCO BAY BOULEVARD AS DEPICTED ON SAID PLAT OF COCO BAY, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF SAID LOT 300; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING 2 COURSES: $S.42^{\circ}45'25''W.$ FOR 27.13 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 838.68 FEET, A DELTA ANGLE OF $06^{\circ}15'28''$, A CHORD BEARING OF $S.39^{\circ}38'51''W.$, AND A CHORD DISTANCE OF 91.55 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 91.60 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $87^{\circ}01'05''$, A CHORD BEARING OF $S.80^{\circ}01'46''W.$, AND A CHORD DISTANCE OF 34.42 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 37.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE; THENCE $N.56^{\circ}27'42''W.$ ALONG SAID NORTHERLY RIGHT-OF-WAY FOR 46.01 FEET TO THE SOUTHERLY CORNER OF LOT 301 OF SAID PLAT OF COCO BAY; THENCE $N.33^{\circ}32'18''E.$ ALONG THE EASTERLY LINE OF SAID LOT 301 FOR 120.00 FEET TO THE EASTERLY CORNER OF SAID LOT 301; THENCE ALONG THE NORTHERLY LINES OF LOTS 301 THROUGH 304 OF SAID PLAT OF COCO BAY, THE FOLLOWING 2 COURSES: $N.56^{\circ}27'42''W.$ FOR 86.68 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, A DELTA ANGLE OF $17^{\circ}22'45''$, A CHORD BEARING OF $N.65^{\circ}09'05''W.$, AND A CHORD DISTANCE OF 102.74 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 103.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 304; THENCE $S.16^{\circ}09'33''W.$ ALONG THE WESTERLY LINE OF SAID LOT 304 FOR 120.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 304 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-

WAY THE FOLLOWING 2 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 220.07 FEET, A DELTA ANGLE OF $10^{\circ}57'15''$, A CHORD BEARING OF $N.79^{\circ}19'11''W.$, AND A CHORD DISTANCE OF 42.01 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 42.07 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF $85^{\circ}38'03''$, A CHORD BEARING OF $N.41^{\circ}58'47''W.$, AND A CHORD DISTANCE OF 108.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 119.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 120.07 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, SITE CODE "PNTA". WHEREIN THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 20 EAST BEARS $N.00^{\circ}50'14''E.$

Attachment 3
Proposed First Amendment to the Developer's
Agreement

Document prepared under the supervision of:
Charlotte County Attorney
18500 Murdock Circle
Port Charlotte, FL 33948

This instrument prepared by and after recording return to:
Robert H. Berntsson, Esq.
The BIG W LAW FIRM
3195 S. Access Road
Englewood, FL 34224

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER'S AGREEMENT ("Agreement") is made this 25th day of November, 2025, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, herein called "County" and Lennar Homes, LLC, with an address of 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, herein called "Developer", and DRP FL 6 LLC, with an address of 520 Madison Avenue, 21st Floor, New York, NY 10022 herein called "Owner".

WITNESSETH

WHEREAS, Owner is the fee simple owner of the lands described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, "Property"); and

WHEREAS, Developer previously subdivided the Property pursuant to that certain plat of Island Lakes at Coco Bay according to the plat thereof recorded on November 1, 2023 in Plat Book 27, Pages 5A through 5Z1 of the Public Records of Charlotte County, Florida (the "Plat"); and

WHEREAS, in connection with the Plat, County, Developer and Owner entered into that certain Developer's Agreement recorded on November 1, 2023, as Instrument 3333249 of the Public Records of Charlotte County Florida (the "Developer's Agreement") pursuant to which Developer provided a bond in the amount of Two Million Five Hundred Ninety-Nine Thousand Six Hundred Eleven and 95/100 Dollars (\$2,599,611.95) defined in the Developer's Agreement as the "Security" to ensure completion of those subdivision improvements depicted on the Plans; and

WHEREAS, a portion of the subdivision improvements shown on the approved plans have been certified as completed in substantial compliance with the Plans by a licensed engineer; and

WHEREAS, County and Developer have agreed to amend the Developer's Agreement to facilitate the reduction of the amount of security necessary to ensure completion of the remaining improvements for the Plat; and

WHEREAS, the intent of the Developer's Agreement and this First Amendment thereto is to provide the required financial assurances pursuant to the provisions of Section 3-7-65 of the Charlotte County Code of Laws and Ordinances, which is not intended to be construed as a development agreement under Chapter 163.3221, Florida Statutes.

NOW THEREFORE, in consideration of their respective undertakings hereunder, County, Owner, and Developer agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by this reference.

2. Developer agrees to complete the subdivision improvements shown on the Plans which have not yet been certified as complete, no later than April 1, 2027.

3. County hereby reduces the amount of the Security from \$2,599,611.95 to \$113,718.00 (hereinafter, the "Second Security") and Developer shall provide a new irrevocable letter of credit in such amount. The parties agree that the Developer's Agreement remains in full force and effect, except as modified herein.

4. Except as amended here, the remaining terms and provisions of the Developer's Agreement shall remain in full force and effect as if originally set forth herein.

5. This Amendment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, County, Owner and Developer have executed this First Amendment to Developer's Agreement on the date first above written.

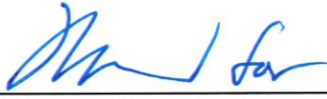
**CHARLOTTE COUNTY, a political
Subdivision of the State of Florida**

By: _____
Joseph M. Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of the Circuit
Court and Ex-officio Clerk of the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:  _____
Janette S. Knowlton, County Attorney
LR25-0666


Ashley Kingston
1st Witness Signature

Ashley Kingston
1st Witness Printed Name

10461 Six Mile Cypress Pkwy
1st Witness Address

Fort Myers, FL 33906
1st Witness Address (cont.)

Alex Hinebaugh
2nd Witness Signature

Alex Hinebaugh
2nd Witness Printed Name

10481 Six Mile Cypress Pkwy
2nd Witness Address

Fort Myers FL 33906
2nd Witness Address (cont.)

DEVELOPER
LENNAR HOMES, LLC
10481 Six Mile Cypress Parkway
Fort Myers, FL 33966

By: Scott Edwards

Vice President
Title

Scott Edwards
Printed Name

ACKNOWLEDGEMENT

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29th day of October, 2025 by Scott Edwards, Vice President of Lennar Homes, LLC, who ☒ is personally known to me or ☐ has produced _____ as identification and did/did not take an oath.

My commission expires: Feb. 11, 2028

(Notary Seal)



Nicole M Rickard
Comm.: HH 491000
Expires: Feb. 11, 2028
Notary Public - State of Florida

Nicole M Rickard
Notary Public
Nicole M Rickard
Printed name of Notary Public
HH 491000
Serial or commission number

CONSENTED to by OWNER.

OWNER

DRP FL 6, LLC

By: DW General Partner, LLC,
its manager

520 Madison Avenue, 21st Floor
New York, NY 10022

[Signature]
1st Witness Signature

Dan Krav
1st Witness Printed Name

370 Cool Hill Rd.
1st Witness Address

Wester, CT 06883
1st Witness Address (cont.)

[Signature]
2nd Witness Signature

Christine Vaughn
2nd Witness Printed Name

88 Rowayton Woods
2nd Witness Address

Norwalk CT 06854
2nd Witness Address (cont.)

Houdin Honarvar
Houdin Honarvar

11/10/25
Date

ACKNOWLEDGEMENT

State of Connecticut
County of Fairfield

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of November, 2025, by Houdin Honarvar, who [] is personally known to me or [] has produced CT license as identification and did/did not take an oath.

My commission expires:

[Signature]
Notary Public

Christine Vaughn
Printed name of Notary Public

SNPC 0192768
Serial or commission number

(Notary Seal)

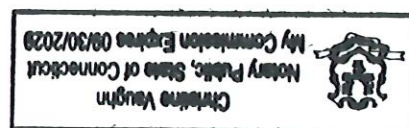


EXHIBIT "A"
(Legal Description of Property)

LEGAL DESCRIPTION:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF CHARLOTTE, LYING IN SECTION 16, TOWNSHIP 41 SOUTH, RANGE 20 EAST, BEING A REPLAT OF TRACTS C-1, C-2, C-4, C-5, C-6, F-1, F-2 AND F-3, AS SHOWN ON RECORD PLAT OF COCO BAY, AS RECORDED IN PLAT BOOK 22, PAGES 14A THROUGH 14V, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16 BEING A POINT HAVING A FLORIDA WEST ZONE STATE PLANE COORDINATE VALUE OF NORTH: 933519.63 AND EAST: 551421.68, NORTH AMERICAN DATUM OF 1983; THENCE S.89°30'59"E. ALONG THE SOUTH LINE OF SAID SECTION 16 FOR 1320.32 FEET TO THE SOUTHWESTERLY CORNER OF SAID PLAT OF COCO BAY AND THE POINT OF BEGINNING, HAVING A FLORIDA WEST ZONE STATE PLANE COORDINATE VALUE OF NORTH: 933508.48 AND EAST: 552741.96; THENCE N.00°29'01"E. ALONG THE WESTERLY LINE OF SAID PLAT FOR 250.00 FEET; THENCE N.65°14'07"W. ALONG THE SOUTHWESTERLY LINE OF SAID PLAT FOR 742.12 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE AND THE WESTERLY LINE OF TRACT C-1, OF SAID COCO BAY; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 2 COURSES: N.17°46'51"E. FOR 44.97 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET, DELTA ANGLE OF 04°37'41", A CHORD BEARING OF N.20°05'41"E., A CHORD DISTANCE OF 64.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 64.62 FEET TO THE WESTERLY CORNER OF LOT 1, OF SAID COCO BAY; THENCE S.67°35'29"E. ALONG THE SOUTHERLY LINE OF SAID LOT 1 FOR 130.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE SOUTHEASTERLY LINE OF LOTS 1 THROUGH 20 OF SAID COCO BAY THE FOLLOWING 5 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 20°21'34", A CHORD BEARING OF N.32°35'19"E., AND A CHORD DISTANCE OF 236.83 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 238.08 FEET; THENCE N.42°46'06"E. FOR 385.00 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 08°17'33", A CHORD BEARING OF N.46°54'52"E., AND A CHORD DISTANCE OF 53.50 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 53.55 FEET; THENCE N.51°03'39"E. FOR 378.84 FEET TO THE EASTERLY CORNER OF SAID LOT 20; THENCE N.38°56'21"W. ALONG THE NORTHEASTERLY LINE OF SAID LOT 20 FOR 130.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COCO BAY BOULEVARD, AS DEPICTED ON SAID PLAT OF COCO BAY, SAID POINT ALSO BEING THE NORTHERLY CORNER OF SAID LOT 20 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF

440.00 FEET, DELTA ANGLE OF 00°57'33", A CHORD BEARING OF N.50°42'42"E., A CHORD DISTANCE OF 7.37 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 7.37 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, A DELTA ANGLE OF 39°51'52", A CHORD BEARING OF N.30°18'00"E., AND A CHORD DISTANCE OF 300.00 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 306.14 FEET TO THE WESTERLY CORNER OF LOT 176 OF SAID PLAT OF COCO BAY; THENCE S.59°42'00"E. FOR 136.27 FEET TO THE SOUTHERLY CORNER OF SAID 176 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY LINES OF LOTS 176 THROUGH 202 OF SAID PLAT OF COCO BAY THE FOLLOWING 8 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 570.00 FEET, A DELTA ANGLE OF 15°02'32", A CHORD BEARING OF N.07°31'16"E., AND A CHORD DISTANCE OF 149.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 149.65 FEET; THENCE N.00°00'00"E. FOR 483.73 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 900.00 FEET, A DELTA ANGLE OF 21°27'35", A CHORD BEARING OF N.72°46'08"E., AND A CHORD DISTANCE OF 335.12 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 337.09 FEET; THENCE N.62°02'21"E. FOR 194.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.03 FEET, A DELTA ANGLE OF 35°11'06", A CHORD BEARING OF N.79°37'54"E., AND A CHORD DISTANCE OF 60.47 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 61.43 FEET TO THE SOUTHEASTERLY CORNER OF LOT 195 OF SAID PLAT OF COCO BAY; THENCE N.07°15'07"E. ALONG THE EASTERLY LINE OF SAID LOT 195 FOR 9.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 110.00 FEET, A DELTA ANGLE OF 83°46'03", A CHORD BEARING OF S.40°52'52"E., AND A CHORD DISTANCE OF 146.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 160.82 FEET; THENCE S.01°00'09"W. FOR 291.72 FEET TO THE SOUTHWESTERLY CORNER OF LOT 202 OF SAID PLAT OF COCO BAY; THENCE S.88°59'51"E. ALONG THE SOUTHERLY LINE OF SAID LOT 202 FOR 120.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 202; THENCE S.48°17'39"E. FOR 52.76 FEET TO THE SOUTHWESTERLY CORNER OF LOT 151 OF SAID PLAT OF COCO BAY; THENCE S.88°59'51"E. ALONG THE SOUTHERLY LINE OF SAID LOT 151 FOR 120.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 151; THENCE ALONG THE EASTERLY LINE OF LOTS 151 THROUGH 159 OF SAID PLAT OF COCO BAY THE FOLLOWING 2 COURSES: N.01°00'09"E. FOR 326.13 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 390.00 FEET, A DELTA ANGLE OF 61°21'02", A CHORD BEARING OF N.29°40'22"W., AND A CHORD DISTANCE OF 397.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 417.60 FEET TO THE NORTHERLY CORNER OF SAID LOT 159 AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 320.00 FEET, A DELTA ANGLE OF 18°06'39", A CHORD BEARING OF S.18°56'44"W., AND A CHORD DISTANCE OF 100.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 101.15 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 79°49'46", A CHORD BEARING OF S.11°54'50"E., AND A CHORD DISTANCE OF 32.08 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 34.83 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAINT KITTS CIRCLE AS DEPICTED ON SAID PLAT OF COCO BAY AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A DELTA

ANGLE OF $17^{\circ}33'20''$, A CHORD BEARING OF $N.60^{\circ}36'23''W.$, AND A CHORD DISTANCE OF 82.41 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 82.73 FEET TO THE SOUTHERLY CORNER OF LOT 237 OF SAID PLAT OF COCO BAY AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $83^{\circ}06'24''$, A CHORD BEARING OF $N.69^{\circ}03'45''E.$, AND A CHORD DISTANCE OF 33.17 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 36.26 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, A DELTA ANGLE OF $22^{\circ}13'34''$, A CHORD BEARING OF $N.16^{\circ}23'46''E.$, AND A CHORD DISTANCE OF 107.94 FEET; THENCE ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID LOT 237 FOR 108.62 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 237 AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT THENCE ALONG THE NORTHERLY LINE OF LOTS 237 THROUGH 248 OF SAID PLAT OF COCO BAY THE FOLLOWING 4 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 400.00 FEET, A DELTA ANGLE OF $50^{\circ}59'41''$, A CHORD BEARING OF $S.87^{\circ}32'11''W.$, AND A CHORD DISTANCE OF 344.38 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 356.01 FEET; THENCE $S.62^{\circ}02'21''W.$ FOR 194.91 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET, A DELTA ANGLE OF $28^{\circ}12'34''$, A CHORD BEARING OF $S.76^{\circ}08'38''W.$, AND A CHORD DISTANCE OF 292.43 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 295.41 FEET; THENCE $N.89^{\circ}45'05''W.$ FOR 58.37 FEET TO THE NORTHWESTERLY CORNER OF LOT 248 OF SAID PLAT OF COCO BAY; THENCE $S.00^{\circ}14'55''W.$ ALONG THE WESTERLY LINE OF SAID LOT 248 FOR 130.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE SOUTHWESTERLY CORNER OF SAID LOT 248; THENCE $N.89^{\circ}45'05''W.$ ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 20.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 249 OF SAID PLAT OF COCO BAY; THENCE $N.00^{\circ}14'55''E.$ ALONG THE EASTERLY LINE OF SAID LOT 249 FOR 130.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 249; THENCE $N.89^{\circ}45'05''W.$ ALONG THE NORTHERLY LINE OF LOTS 249 THROUGH 260 AS DEPICTED SAID PLAT OF COCO BAY FOR 621.38 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 260; THENCE $S.14^{\circ}32'52''E.$ ALONG THE WESTERLY LINE OF SAID LOT 260 FOR 143.03 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY LINE OF SAMANA CAY LOOP, THE FOLLOWING 5 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 250.00 FEET, A DELTA ANGLE OF $20^{\circ}09'48''$, A CHORD BEARING OF $S.65^{\circ}22'14''W.$, AND A CHORD DISTANCE OF 87.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 87.98 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF $80^{\circ}34'55''$, A CHORD BEARING OF $N.84^{\circ}25'12''W.$, AND A CHORD DISTANCE OF 32.33 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 35.16; THENCE $N.44^{\circ}07'45''W.$ FOR 59.63 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF $15^{\circ}50'16''$, A CHORD BEARING OF $N.52^{\circ}02'53''W.$, AND A CHORD DISTANCE OF 49.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 49.76 FEET TO THE NORTHEASTERLY CORNER OF SAID RIGHT-OF-WAY; THENCE $S.30^{\circ}01'59''W.$ ALONG THE NORTHERLY LINE OF SAID RIGHT-OF-WAY FOR 40.00 FEET TO THE NORTHERLY CORNER OF LOT 337 OF SAID PLAT OF COCO BAY AND THE

BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE WESTERLY LINE OF LOTS 337 THROUGH 358 OF SAID PLAT OF COCO BAY THE FOLLOWING 4 COURSES: AFOREMENTIONED CURVE HAVING A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 25°18'58", A CHORD BEARING OF S.29°17'23"W., AND A CHORD DISTANCE OF 162.16 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 163.48 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 35°02'48", A CHORD BEARING OF S.34°09'18"W., AND A CHORD DISTANCE OF 108.39 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 110.10 FEET; THENCE S.51°40'42"W. FOR 317.46 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 62°05'57", A CHORD BEARING OF S.20°37'44"W., AND A CHORD DISTANCE OF 474.52 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 498.56 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 358 AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 358, THE FOLLOWING 3 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 155.00 FEET, A DELTA ANGLE OF 27°20'22", A CHORD BEARING OF N.88°35'47"E., AND A CHORD DISTANCE OF 73.26 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 73.96 FEET; THENCE N.74°55'36"E. FOR 25.08 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 82°55'05", A CHORD BEARING OF N.33°28'03"E., AND A CHORD DISTANCE OF 33.10 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 36.18 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE BEGINNING OF A COMPOUND CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING 3 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 340.00 FEET, DELTA ANGLE OF 25°37'40", A CHORD BEARING OF S.20°48'19"E., AND A CHORD DISTANCE OF 150.81 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 152.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 140.00 FEET, A DELTA ANGLE OF 34°27'26", A CHORD BEARING OF S.16°23'26"E., AND A CHORD DISTANCE OF 82.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 84.19 FEET; THENCE S.00°50'15"W. FOR 363.07 FEET TO A POINT HEREAFTER KNOWN AS POINT "A"; THENCE N.89°09'46"W. FOR 15.00 FEET TO THE NORTHWESTERLY CORNER OF TRACT "C-3" OF SAID PLAT OF COCO BAY; THENCE S.00°50'14"W. FOR 338.25 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "C-3"; THENCE S.65°14'07"E. ALONG THE SOUTHERLY LINE OF SAID TRACT "C-3" FOR 259.28 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCO BAY BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 108.00 FEET, A DELTA ANGLE OF 07°59'14", A CHORD BEARING OF S.20°24'31"W., AND A CHORD DISTANCE OF 15.04 FEET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR 15.06 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PLAT OF COCO BAY, THE FOLLOWING 4 COURSES: N.65°14'07"W. FOR 270.18 FEET; THENCE N.00°50'14"E. FOR 698.00 FEET; THENCE N.89°09'46"W. FOR 345.00 FEET; THENCE N.00°50'14"E. FOR 1190.02 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF TRACT "P-1" OF SAID PLAT OF COCO BAY AND THE WESTERLY LINE OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT "P-1", THE FOLLOWING 17 COURSES: S.46°38'35"E. FOR

34.99 FEET; THENCE N.88°05'26"E. FOR 41.46 FEET; THENCE N.81°11'29"E. FOR 41.24 FEET; THENCE N.80°10'32"E. FOR 53.75 FEET; THENCE S.62°06'13"E. FOR 19.47 FEET; THENCE S.70°04'08"E. FOR 89.40 FEET; THENCE N.37°13'53"E. FOR 32.08 FEET; THENCE N.88°24'51"E. FOR 29.91 FEET; THENCE S.81°01'07"E. FOR 87.68 FEET; THENCE S.83°59'16"E. FOR 77.67 FEET; THENCE S.38°16'06"E. FOR 39.09 FEET; THENCE N.87°06'34"E. FOR 89.91 FEET; THENCE N.65°26'20"E. FOR 33.06 FEET; THENCE N.62°35'22"E. FOR 90.86 FEET; THENCE N.54°55'38"E. FOR 50.88 FEET; THENCE N.73°06'33"E. FOR 54.10 FEET; THENCE N.53°05'40"E. FOR 48.66 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE NORTHERLY LIMITS OF SAID PLAT OF COCO BAY; THENCE S.89°45'05"E. ALONG SAID LINE FOR 493.73 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE WEST LINE OF SAID PLAT OF COCO BAY; THENCE N.00°55'16"E. ALONG SAID WEST LINE FOR 54.97 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTHERLY LINE OF TRACT "P-2" OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY, EASTERLY AND NORTHERLY LINES OF SAID TRACT "P-2", THE FOLLOWING 31 COURSES: N.90°00'00"E. FOR 13.18 FEET; THENCE S.80°57'22"E. FOR 17.61 FEET; THENCE S.51°09'34"E. FOR 32.32 FEET; THENCE N.74°14'12"E. FOR 93.83 FEET; THENCE N.81°07'19"E. FOR 68.84 FEET; THENCE N.79°01'26"E. FOR 44.46 FEET; THENCE N.59°08'41"E. FOR 116.22 FEET; THENCE N.67°32'47"E. FOR 96.49 FEET; THENCE N.27°47'16"E. FOR 61.32 FEET; THENCE N.31°48'36"E. FOR 76.47 FEET; THENCE N.26°23'19"W. FOR 59.87 FEET; THENCE N.11°02'38"E. FOR 36.02 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 112°56'45", A CHORD BEARING OF N.45°25'44"W., AND A CHORD DISTANCE OF 41.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 49.28 FEET; THENCE S.78°05'53"W. FOR 35.47 FEET; THENCE N.29°56'40"W. FOR 40.55 FEET; THENCE N.80°52'29"W. FOR 44.07 FEET; THENCE S.67°54'04"W. FOR 29.39 FEET; THENCE S.81°15'05"W. FOR 10.59 FEET; THENCE S.82°46'03"W. FOR 30.29 FEET; THENCE S.75°23'24"W. FOR 69.45 FEET; THENCE S.19°05'48"W. FOR 40.88 FEET; THENCE N.55°00'00"W. FOR 20.18 FEET; THENCE S.72°31'17"W. FOR 26.36 FEET; THENCE S.89°03'05"W. FOR 37.93 FEET; THENCE S.44°51'35"W. FOR 38.26 FEET; THENCE N.71°30'12"W. FOR 15.11 FEET; THENCE N.03°48'05"W. FOR 26.91 FEET; THENCE N.80°19'26"W. FOR 38.84 FEET; THENCE N.73°12'02"W. FOR 23.83 FEET; THENCE N.50°10'11"W. FOR 38.70 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE WEST LINE OF SAID PLAT OF COCO BAY; THENCE N.00°55'16"E. ALONG SAID WEST LINE FOR 908.30 FEET TO THE INTERSECTION OF SAID WEST LINE AND THE SOUTHERLY LINE OF TRACT "P-3" OF SAID PLAT OF COCO BAY; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID TRACT "P-3", THE FOLLOWING 39 COURSES: S.82°34'42"E. FOR 46.92 FEET; THENCE S.89°34'21"E. FOR 96.75 FEET; THENCE S.59°17'20"E. FOR 23.80 FEET; THENCE S.46°14'59"E. FOR 79.22 FEET; THENCE S.38°59'30"E. FOR 71.03 FEET; THENCE S.55°33'02"E. FOR 46.26 FEET; THENCE S.00°19'44"W. FOR 36.45 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 75°16'40", A CHORD BEARING OF S.37°18'36"E., AND A CHORD DISTANCE OF 30.53 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 32.85 FEET; THENCE S.74°56'56"E. FOR 50.21 FEET; THENCE S.38°11'31"E. FOR 48.43 FEET; THENCE S.47°22'21"E. FOR

44.91 FEET; THENCE S.14°55'41"E. FOR 24.23 FEET; THENCE S.55°49'07"E. FOR 45.08 FEET; THENCE S.42°37'03"E. FOR 63.88 FEET; THENCE S.46°00'40"E. FOR 71.97 FEET; THENCE S.38°00'29"E. FOR 84.76 FEET; THENCE S.67°03'38"E. FOR 35.17 FEET; THENCE S.24°23'28"E. FOR 64.83 FEET; THENCE S.42°48'15"E. FOR 41.82 FEET; THENCE S.53°13'52"E. FOR 53.55 FEET; THENCE S.16°10'05"E. FOR 19.64 FEET; THENCE S.04°56'17"W. FOR 35.98 FEET; THENCE S.12°58'11"W. FOR 73.29 FEET; THENCE S.48°12'00"E. FOR 53.77 FEET; THENCE S.80°36'40"E. FOR 68.09 FEET; THENCE S.57°11'36"E. FOR 81.22 FEET; THENCE S.45°53'29"E. FOR 95.53 FEET; THENCE S.50°17'44"E. FOR 54.86 FEET; THENCE S.76°05'45"E. FOR 42.53 FEET; THENCE S.21°13'47"E. FOR 62.12 FEET; THENCE S.25°45'55"E. FOR 31.29 FEET; THENCE S.10°06'44"E. FOR 78.05 FEET; THENCE S.52°49'01"E. FOR 79.07 FEET; THENCE S.08°21'30"W. FOR 38.57 FEET; THENCE S.40°21'24"E. FOR 47.29 FEET; THENCE S.20°16'50"E. FOR 36.75 FEET; THENCE S.18°04'31"E. FOR 41.04 FEET; THENCE S.16°44'18"E. FOR 67.54 FEET; THENCE S.48°41'03"E. FOR 67.28 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE EAST OF SAID PLAT OF COCO BAY; THENCE S.01°00'09"W. ALONG SAID EAST LINE FOR 2544.78 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE SOUTHEAST CORNER OF SAID PLAT OF COCO BAY; THENCE N.89°30'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 16, SAID LINE ALSO BEING THE SOUTH LINE OF SAID PLAT OF COCO BAY FOR 1321.63 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING AT THE AFOREMENTIONED "POINT A"; THENCE S.89°10'14"E. FOR 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE POINT OF BEGINNING; THENCE N.00°50'14"E. ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 35.01 FEET TO THE SOUTHWEST CORNER OF LOT 305 OF SAID PLAT OF COCO BAY; THENCE S.89°09'46"E. ALONG THE SOUTH LINE OF SAID LOT 305 FOR 120.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 305; THENCE ALONG THE EASTERLY LINES OF 305 THROUGH 336 OF SAID PLAT OF COCO BAY THE FOLLOWING 6 COURSES: N.00°50'14"E. FOR 328.06 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 34°27'23", A CHORD BEARING OF N.16°23'28"W., AND A CHORD DISTANCE OF 177.71 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 180.41 FEET; TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 85°17'51", A CHORD BEARING OF N.09°01'46"E., AND A CHORD DISTANCE OF 243.90 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 267.97 FEET; THENCE N.51°40'42"E. FOR 317.46 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 460.00 FEET, A DELTA ANGLE OF 35°02'48", A CHORD BEARING OF N.34°09'18"E., AND A CHORD DISTANCE OF 277.01 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 281.37 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET, A DELTA ANGLE OF 16°02'23", A CHORD BEARING OF N.24°39'06"E., AND A CHORD DISTANCE OF 25.11 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 25.20 FEET TO THE EASTERLY CORNER OF SAID LOT 336; THENCE N.57°19'43"W. ALONG THE NORTHERLY LINE OF SAID LOT 336 FOR 120.00 FEET TO A POINT ON

THE EASTERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE AND THE NORTHERLY CORNER OF SAID LOT 336, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 210.15 FEET, A DELTA ANGLE OF 19°50'17", A CHORD BEARING OF N.42°35'35"E., AND A CHORD DISTANCE OF 72.40 FEET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR 72.76 FEET TO THE NORTHWEST CORNER OF LOT 261 OF SAID PLAT OF COCO BAY; THENCE S.37°28'36"E. ALONG THE WEST LINE OF SAID LOT 261 FOR 130.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 261 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE SOUTHERLY LINE OF LOTS 261 THROUGH 269 OF SAID PLAT OF COCO BAY, THE AFOREMENTIONED CURVE HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF 37°43'27", A CHORD BEARING OF N.71°23'12"E., A CHORD DISTANCE OF 51.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 52.67 FEET; THENCE S.89°45'05"E. FOR 405.18 FEET TO THE NORTHWEST CORNER OF LOT 272 OF SAID PLAT OF COCO BAY; THENCE ALONG THE WESTERLY LINES OF LOTS 272 THROUGH 300 OF SAID PLAT OF COCO BAY, THE FOLLOWING 5 COURSES: S.00°00'00"W. FOR 478.79 FEET; TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 51°03'38", A CHORD BEARING OF S.25°31'50"W., AND A CHORD DISTANCE OF 232.73 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 240.62 FEET; THENCE S.51°03'39"W. FOR 379.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 670.00 FEET, A DELTA ANGLE OF 08°17'33", A CHORD BEARING OF S.46°54'52"W., AND A CHORD DISTANCE OF 96.88 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 96.97 FEET; THENCE S.42°46'09"W. FOR 357.87 FEET TO THE WESTERLY CORNER OF SAID LOT 300; THENCE S.47°13'54"E. ALONG THE SOUTHEASTERLY LINE OF SAID LOT 300 FOR 130.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COCO BAY BOULEVARD AS DEPICTED ON SAID PLAT OF COCO BAY, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF SAID LOT 300; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, THE FOLLOWING 2 COURSES: S.42°45'25"W. FOR 27.13 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 838.68 FEET, A DELTA ANGLE OF 06°15'28", A CHORD BEARING OF S.39°38'51"W., AND A CHORD DISTANCE OF 91.55 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 91.60 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 87°01'05", A CHORD BEARING OF S.80°01'46"W., AND A CHORD DISTANCE OF 34.42 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 37.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SAINT KITTS CIRCLE; THENCE N.56°27'42"W. ALONG SAID NORTHERLY RIGHT-OF-WAY FOR 46.01 FEET TO THE SOUTHERLY CORNER OF LOT 301 OF SAID PLAT OF COCO BAY; THENCE N.33°32'18"E. ALONG THE EASTERLY LINE OF SAID LOT 301 FOR 120.00 FEET TO THE EASTERLY CORNER OF SAID LOT 301; THENCE ALONG THE NORTHERLY LINES OF LOTS 301 THROUGH 304 OF SAID PLAT OF COCO BAY, THE FOLLOWING 2 COURSES: N.56°27'42"W. FOR 86.68 FEET; TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET, A DELTA ANGLE OF 17°22'45", A CHORD BEARING OF N.65°09'05"W., AND A CHORD DISTANCE OF 102.74 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 103.13 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 304; THENCE S.16°09'33"W. ALONG THE WESTERLY LINE OF SAID LOT 304 FOR 120.00 FEET TO

A POINT ON SAID NORTHERLY RIGHT-OF-WAY, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF SAID LOT 304 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING 2 COURSES: THE AFOREMENTIONED CURVE HAVING A RADIUS OF 220.07 FEET, A DELTA ANGLE OF $10^{\circ}57'15''$, A CHORD BEARING OF $N.79^{\circ}19'11''W.$, AND A CHORD DISTANCE OF 42.01 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 42.07 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET, A DELTA ANGLE OF $85^{\circ}38'03''$, A CHORD BEARING OF $N.41^{\circ}58'47''W.$, AND A CHORD DISTANCE OF 108.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 119.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 120.07 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON "THE STATE PLANE COORDINATE SYSTEM" FLORIDA ZONE WEST NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT - EPOCH 2010) AND WERE DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK, SITE CODE "PNTA". WHEREIN THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 20 EAST BEARS $N.00^{\circ}50'14''E$.

Attachment 4
Applicant's Request for a Bond Reduction



Professional Engineers, Planners & Land Surveyors

April 18, 2025

Ms. Jenny Shao
Charlotte County Land Development
18400 Murdock Circle
Port Charlotte, Florida 33948

**RE: ISLAND LAKES AT COCO BAY (FP-15-07-02)
PHASES II & III
BOND REDUCTION REQUEST**

Dear Ms. Shao,

On behalf of our client, Lennar Homes, LLC, please accept this letter as a formal request to reduce the current performance bond amount for the referenced project based on the information enclosed.

Island Lakes at Coco Bay (f/k/a Coco Bay) is a residential subdivision with private streets that was originally platted by Charlotte County in October 2023. Along with the recording of Island Lakes at Coco Bay, a performance bond in the amount of \$2,599,611.95 was provided to the county to cover the cost of the required subdivision improvements. At this time, construction of the Island Lakes at Coco Bay subdivision improvements has been substantially completed except for the second lift of asphalt.

A new Engineer's Estimate of Probable Construction Cost for this work, including a 10% contingency, is attached. Also enclosed is a draft Fourth Amendment to the Developer's Agreement that reflects the new bond amount of \$113,718.00 along with the final certifications and record drawings.

The original amended performance bond in the amount of \$113,718.00 will be submitted under separate cover once the BOCC approves this request.

Thank you for your consideration and should you have any questions or need additional information, please call.

Sincerely,
BANKS ENGINEERING

A handwritten signature in blue ink, appearing to read "Clay", followed by a stylized flourish.

Clayton W. Rebol, P.E.
Vice President

Cc: file, Lennar Homes, LLC

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SERVING SOUTHWEST FLORIDA

Attachment 5
Record Drawings

4031 - ISLAND LAKES AT COCO BAY

The map shows the Charlotte, North Carolina area. Major roads include I-77, I-85, I-95, and I-495. Cities shown include Charlotte, Gastonia, Rock Hill, and Spartanburg. The Charlotte Harbor Wildlife Management Area is highlighted in green. A large black arrow points to the 'SITE' location on the map. A north arrow and 'NOT TO SCALE' text are present.

The map illustrates the project site's location within Grove City, Ohio. The site is a large, irregularly shaped lot situated between Placida Rd and Sunset Rd. Key landmarks include Ann Dever Memorial Regional Park to the north and Rotonda Golf & Country Club to the south. Major roads like I-75 and I-275 are also shown. A north arrow and "NOT TO SCALE" note are included.

\\JONES\40XX\40311\ENGINEERING\RECORD DRAWINGS\SITE\40311_01_CONF.DWG 3/5/2025 12:08 PM TCOO VANA

S:\WORK\ASAP\ASAP\DRAWING\RECORD DRAWINGS\NOTES - CIVIL - 2/20/2015 11:59 AM TPOD.MAK

PRE-BID SUBMITTAL:

THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO BIDDING TO FAMILIARIZE HIMSELF WITH THE CONDITIONS FOR CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER A WRITTEN LIST OF ALL PERMITS AND COPIES THEREOF, AND CAREFULLY REVIEW ALL PLANS, SPECIFICATIONS, AND PERMITS PREVIOUSLY SECURED ON BEHALF OF THE OWNER. IN CASE OF ANY DISCREPANCY EITHER IN PERMIT DOCUMENTS, PLANS, DRAWINGS, OR SPECIFICATIONS, THE CONTRACTOR MUST PROMPTLY SUBMIT A "WRITTEN CLARIFICATION REQUEST" TO THE OWNER, WHO WILL PROMPTLY FORWARD THE REQUEST TO THE ENGINEER WHO WILL MAKE A DETERMINATION IN WRITING. THE CONTRACTOR MUST VERIFY EXISTING FACILITY INFORMATION, AND ALL DESIGN/PERMIT DATA REQUIRED FOR THE PROJECT IS TO CONNECT WITH EXISTING FACILITIES. ANY DISCREPANCIES BETWEEN THE CONTRACT REQUIREMENTS AND THE EXISTING CONDITIONS MUST BE REFERRED TO THE OWNER IN WRITING, FOR AN ENGINEERING DETERMINATION. ANY FUTURE ADJUSTMENT DUE TO FAILURE BY THE CONTRACTOR TO IDENTIFY THE RELATED DISCREPANCY, WILL BE AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY LICENSES, ADDITIONAL PERMITS, AND FOR COMPLYING WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, CODES, AND REGULATIONS IN CONNECTION WITH THE PERFORMANCE OF THE WORK.

CONSTRUCTION SAFETY AND LIABILITY:

THE CONTRACTOR MUST TAKE PROPER SAFETY AND HEALTH PRECAUTIONS TO PROTECT THE WORK, THE WORKERS, THE PUBLIC, AND THE PROPERTY OF OTHERS. THE CONTRACTOR IS RESPONSIBLE ALSO FOR ALL MATERIALS DELIVERED AND WORK PERFORMED UNTIL COMPLETION AND ALL ACCEPTANCES HAVE BEEN OBTAINED. THE CONTRACTOR SHALL MAINTAIN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH THE STATE OF FLORIDA ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION). THE CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE TO PERSONS OR PROPERTY THAT RESULTS AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE. THE CONTRACTOR MUST SAVE HARMLESS AND INDEMNIFY THE OWNER AND THE ENGINEER OF RECORD, ITS OFFICERS, REPRESENTATIVES AND EMPLOYEES FROM ALL CLAIMS, LOSS, DAMAGE, ACTIONS, CAUSES OF ACTION, AND/OR EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE RECEIVED OR SUSTAINED BY ANY PERSONS OR PROPERTY GROWING OUT OF OCCURRING, OR ATTRIBUTABLE TO ANY WORK PERFORMED UNDER OR RELATED TO THIS CONTRACT, RESULTING IN WHOLE OR IN PART FROM NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CONTRACTOR OR ANY SUBCONTRACTOR.

PRE-CONSTRUCTION:

THE OWNER SHALL SECURE PRIOR TO CONSTRUCTION A PROFESSIONAL LAND SURVEYOR TO PERFORM AN "AS-BUILT" SURVEY OF THE PROJECT. THE CONTRACTOR SHALL ALSO SECURE PRIOR TO CONSTRUCTION A PROFESSIONAL ENGINEER TO PROVIDE THE APPROPRIATE SERVICES NEEDED IN ORDER TO CERTIFY TO ALL APPLICABLE REGULATORY AGENCIES THAT THE IMPROVEMENTS WERE CONSTRUCTED IN SUBSTANTIAL COMPLIANCE WITH ALL APPLICABLE PERMITS AND APPROVALS. THE OWNER SHALL COORDINATE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, SURVEYOR, CONTRACTOR, TESTING LAB, UTILITY COMPANIES, AND APPROPRIATE REGULATORY AGENCIES. THE CONTRACTOR SHALL PROVIDE A SHOP DRAWING SUBMISSION SCHEDULE FOR ALL PROJECT MATERIALS AND COMPONENTS. THE CONTRACTOR SHALL NOT INITIATE CONSTRUCTION OF ANY PORTION OF THE IMPROVEMENTS UNTIL THE SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED FOR THAT PORTION BY THE ENGINEER, THE OWNER, CONTRACTOR, ENGINEER AND UTILITY COMPANY SHALL ALSO DISCUSS ALL DOCUMENTATION REQUIRED FOR CONTRIBUTED FACILITIES TRANSFER FROM THE OWNER/DEVELOPER TO THE UTILITY COMPANY UPON PROJECT COMPLETION, UNLESS OTHERWISE SPECIFIED BY THE UTILITY COMPANY, THE FOLLOWING DOCUMENTS SHALL BE PROVIDED:

- DOCUMENTS REQUIRED FOR CONTRIBUTED FACILITIES FROM DEVELOPER TO UTILITY COMPANY:
- UTILITY EASEMENTS(S): MUST BE RECORDED AT COUNTY CLERK OF COURT OFFICE BEFORE SUBMITTING TO UTILITY COMPANIES.
- EASEMENT ACKNOWLEDGEMENT.
- AFFIDAVIT.
- RELEASE OF LIEN.
- BILL OF SALE.
- ASSIGNMENT OF RIGHTS UNDER UTILITY AGREEMENT: WHEN PROPERTY HAS BEEN TRANSFERRED TO A NEW OWNER.
- RECORD DRAWINGS (AS-BUILT): MUST BE SIGNED AND SEALED BY ENGINEER OF RECORD, SUBMIT TWO REPRODUCIBLE COPIES OF PRINTS.
- DETAILED COST OF CONSTRUCTION: MUST INCLUDE INDIVIDUAL ITEMS OR APPURTENANCES, UNIT COST AND TOTAL COST OF EACH. DO NOT INCLUDE WATER SERVICE LINES OR SEWER LATERALS.
- DESCRIPTION OF FACILITIES: A SHORT EXPLANATION DEPICTING WHAT HAS BEEN CONSTRUCTED.
- D.E.P. APPLICATION(S).
- INSPECTION REPORT(S).
- PRESSURE TEST REPORT(S).
- INFILTRATION-EXFILTRATION TEST REPORT(S), INCLUDING VIDEO TAPES AND LAMPING REPORTS.
- LIFT STATION INSPECTION (START-UP) REPORT(S) AND EQUIPMENT SHOP DRAWINGS.
- BACTERIOLOGICAL TEST REPORT(S).
- ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLIANCE TO D.E.P.
- SYSTEM(S) ACCEPTANCE LETTER(S) FROM D.E.P.
- NOTE: ITEM 1-6 & 17-18 MUST BE SUPPLIED BY OWNER. ITEMS 7 & 9-17 TO BE SUPPLIED TO ENGINEER OF RECORD.

UNLESS OTHERWISE SPECIFIED BY THE UTILITY, THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, GAS, SEWER, TELEPHONE, AND POWER COMPANIES, 10 DAYS IN ADVANCE, THAT THE CONTRACTOR INTENDS TO START WORK IN A SPECIFIC AREA. THE OWNER AND ENGINEER SHALL HAVE ANY RESPONSIBILITY FOR THE PROTECTION OF EXISTING UTILITIES, DRAINS, WATER LINES, GAS LINES, CONDUITS OF ANY KIND, UTILITIES OR OTHER STRUCTURES OWNED BY THE CITY, STATE OR PRIVATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ANY STREET, ALLEY, PUBLIC PLACE, RIGHT-OF-WAY, OR EASEMENT.

PROJECT SIGN:

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN A CONSTRUCTION PROJECT SIGN AT A LOCATION DIRECTED BY THE OWNER, BANKS ENGINEERING, INC. SHALL PROVIDE A SEPARATE SIGN FOR INSTALLATION BY THE CONTRACTOR AT THIS LOCATION. THE CONTRACTOR SHALL REMOVE WITHIN 15 DAYS AFTER RECEIVING A NOTICE TO PROCEED, UPON PROJECT COMPLETION, THE CONTRACTOR SHALL REMOVE THESE SIGNS AND RETURN TO BANKS ENGINEERING, INC. THEIR SIGN.

ENVIRONMENTAL PROTECTION DURING CONSTRUCTION:

PROTECTION OF LAND RESOURCES - EXCEPT IN AREAS IDENTIFIED ON THE PLANS TO BE CLEARED, THE CONTRACTOR MUST NOT DEFACE, INJURE, OR DESTROY TREES OR SHRUBS OR REMOVE OR CUT THEM WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER. IN THE ABSENCE OF A CLEARING PLAN, AREAS SHOULD FOR IMPROVEMENTS SHALL BE CLEARED UNLESS NOTED OTHERWISE.

PROTECTION OF WATER RESOURCES - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INVESTIGATE AND CONTROL POLLUTION OF THE FEDERAL, STATE, REGIONAL OR LOCAL WATER RESOURCES. ALL WORK MUST BE PERFORMED IN SUCH A MANNER THAT THE WATER RESOURCES ARE NOT CLEARED IN PUBLIC WATERS RUNNING THROUGH OR ADJACENT TO THE PROJECT AREA.

- EROSION AND SEDIMENT CONTROL - ALL PRACTICAL AND NECESSARY EFFORT SHOULD BE TAKEN DURING CONSTRUCTION TO CONTROL AND PREVENT EROSION AND THE TRANSPORT OF SEDIMENT TO SURFACE DRAINS, SURFACE WATER, OR ONTO OTHER PROPERTY BY ANY OR ALL OF THE FOLLOWING METHODS:
 - STORMWATER FACILITIES ARE TO BE BUILT AS EARLY IN THE CONSTRUCTION PHASE AS POSSIBLE, TO ENSURE THE TREATMENT OF STORMWATER RUNOFF. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES, HOWEVER, SUCH AS BERM, SEDIMENT BASINS, GRASSING, SODDING, SAND BAGGING, BAILED HAY OR STRAW, FLOATING SILT BARRIERS, STACKED SILT BARRIERS, ETC., SHOULD BE PROVIDED AND MAINTAINED UNTIL THE PERMANENT FACILITIES ARE COMPLETED AND OPERATIONAL.
 - REVEGETATION AND STABILIZATION OF DISTURBED GROUND SURFACES SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE.
 - FULL COMPACTION OF ANY FILL MATERIAL PLACED AROUND NEWLY INSTALLED STRUCTURES.
 - PROHIBIT THE USE OF ANY CONSTRUCTION EQUIPMENT THAT LEAKS EXCESSIVE AMOUNTS OF FUEL OIL, OR HYDRAULIC FLUID.
- ALL DISTURBED AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE, EXCEPT RETENTION AREAS, AND SHALL BE STABILIZED BY SODDING, EXCEPT WHERE SEEDING AND MULCHING ARE CALLED FOR ON THE PLANS. THE LATEST VERSION OF THE F.D.O.T. ROADWAY BRIDGE SPECIFICATIONS SHALL BE USED UNLESS MORE RESTRICTIVE LOCAL SPECIFICATIONS EXIST.

CONTRACTOR RESPONSIBLE FOR STABILIZING AND MAINTAINING SLOPES AND SOD THROUGHOUT CONSTRUCTION UNTIL SUCH TIME AS APPROVED BY THE ENGINEER.

PROTECTION OF FISH AND WILDLIFE:

THE CONTRACTOR MUST AT ALL TIMES PERFORM ALL WORK IN A WAY AND TAKE SUCH STEPS AS REQUIRED TO PREVENT ANY INTERFERENCE WITH OR DISTURBANCE TO FISH AND WILDLIFE. THE CONTRACTOR SHALL NOT ALTER WATER FLOWS OR OTHERWISE DISTURB HABITATS AND JURISDICTIONAL WETLANDS LOCATED WITHIN AND /OR ADJACENT TO THE PROJECT AREA.

RECORDING AND PRESERVING HISTORICAL AND ARCHEOLOGICAL FINDS:

ALL ITEMS HAVING ANY APPARENT HISTORICAL OR ARCHEOLOGICAL INTEREST THAT ARE DISCOVERED IN THE COURSE OF ANY CONSTRUCTION ACTIVITIES MUST BE CAREFULLY PRESERVED. THE CONTRACTOR MUST LEAVE THE ARCHEOLOGICAL FIND UNDISTURBED AND MUST IMMEDIATELY REPORT THE FIND TO THE OWNER SO THAT THE PROPER AUTHORITY MAY BE NOTIFIED.

PRIOR TO EXCAVATION
CONTACT SUNSHINE STATE ONE
-CALL OF FLORIDA
(1 800) 432-4770

CONTRACTOR SHALL SUBMIT FOR N.P.D.E.S. PERMIT
A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
PERMIT APPLICATION SHALL BE SUBMITTED TO:

N.P.D.E.S. STORMWATER NOTICES CENTER, MS #2510,
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
2600 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA
32399-2400

EARTHWORK:

- GENERAL
 - EROSION AND CONTROL MEASURES
 - COMPACTION TESTS
 - SOIL CLASSIFICATION TESTS
 - PRESERVATION PLANS
- SITE EXAMINATION
 - CONTRACTORS, BEFORE SUBMITTING BIDS, SHALL INFORM THEMSELVES AS TO LOCATION AND NATURE OF THE WORK, CHARACTER OF EQUIPMENT AND FACILITIES NEEDED FOR PERFORMANCE OF THE WORK, GENERAL AND LOCAL CONDITIONS, AND THE LOCATION OF THE SITE, AND OTHER MATTERS WHICH MAY IN ANY WAY, AFFECT THE WORK UNDER CONTRACT.
 - EXAMINE SOURCES OF INFORMATION CONCERNING GROUND WATER LEVEL, WHETHER SURFACE OR SUBSURFACE. EACH BIDDER TO DRAW HIS OWN CONCLUSION CONCERNING GROUND WATER LEVELS AND HOW WATER AFFECTS HIS WORK.

- SUBSURFACE INVESTIGATIONS
 - SUBSURFACE DATA, INCLUDING GROUND WATER ELEVATIONS OR CONDITIONS, IF SHOWN ON THE DRAWINGS OR ATTACHED TO THESE SPECIFICATIONS, ARE PRESENTED ONLY AS INFORMATION THAT IS AVAILABLE WHICH INDICATED CERTAIN CONDITIONS FOUND AND LIMITED TO THE EXACT LOCATIONS, SHALL NOT BE INTERPRETED AS AN INDICATION OF CONDITIONS THAT MAY ACTUALLY BE DEVELOPED THROUGH THE PERIOD OF CONSTRUCTION. BIDDERS SHALL EXAMINE THE SITE OF THE WORK AND MAKE THEIR OWN DETERMINATION OF THE CHARACTER OF MATERIALS AND THE CONDITIONS TO BE ENCOUNTERED ON THE WORK, AND THEIR PROPOSAL SHALL BE BASED UPON THEIR OWN INVESTIGATIONS. THE OWNER AND ENGINEER SHALL NOT BE HELD RESPONSIBLE FOR VARIATIONS FOUND IN THE SUBSURFACE DATA ABOVE REFERRED TO AND ACTUAL FIELD CONDITIONS THAT DEVELOP THROUGH THE PERIOD OF CONSTRUCTION.
 - WHERE EXISTING GRADES, UTILITY LINES AND SUBSTRUCTURES ARE SHOWN ON THE DRAWINGS, THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR CORRECTNESS OF EXISTING CONDITIONS INDICATED. THE CONTRACTOR SHALL ASCERTAIN EXACT LOCATIONS OF UTILITIES AND SUBSTRUCTURES THAT MAY BE AFFECTED BY THIS PROJECT, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE OR INJURY THAT MAY RESULT FROM WORKING ON OR NEAR THOSE UTILITIES, SUBSTRUCTURES WHICH ARE NOT TO BE REMOVED OR DISCLOSED.

- BENCHMARKS AND MONUMENTS
 - MAINTAIN CAREFULLY EXISTING BENCH MARKS, MONUMENTS, AND OTHER REFERENCE POINTS IF DISTURBED OR DESTROYED, REPLACE AS DIRECTED.

- JOB CONDITIONS
 - CONDITION OF PREMISES: ACCEPT SITE AS FOUND AND EXCAVATE, FILL, COMPACT, AND BACKFILL SITE AS HEREINAFTER SPECIFIED.
 - PROTECTION
 - EXISTING STRUCTURES AND PROPERTY: TAKE PRECAUTIONS TO GUARD AGAINST MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES AND FACILITIES; PROVIDE AND PLACE BRACING OR SHORING AS NECESSARY OR PROPER IN CONNECTION THEREWITH; BE RESPONSIBLE FOR SAFETY AND SUPPORT OF SUCH STRUCTURES; BE LIABLE FOR ANY MOVEMENT OR SETTLEMENT, ANY DAMAGE OR INJURY CAUSED THEREBY OR RESULTING THEREFROM, IF AT ANY SAFETY OR ANY ADJACENT STRUCTURES APPEARS TO BE ENDANGERED, CEASE OPERATION, TAKE PRECAUTIONS TO SUPPORT SUCH STRUCTURES AND NOTIFY THE OWNER. RESUME OPERATIONS ONLY AFTER PERMISSION HAS BEEN GRANTED BY THE OWNER.
 - SIDEWALKS AND STREETS: TAKE PRECAUTIONS TO GUARD AGAINST MOVEMENT, SETTLEMENT OR COLLAPSE OF ANY SIDEWALKS, CURBS OR STREET PASSAGES ON ADJOINING SITE; BE LIABLE FOR ANY SUCH MOVEMENT, SETTLEMENT OR COLLAPSE; REPAIR PROMPTLY IN SUCH DAMAGE WHEN ORDERED; INSTALL SUCH SHORING, INCLUDING SHEET PILING, AS MAY BE REQUIRED DURING CONSTRUCTION, TO PROTECT BANKS, ADJACENT PAVING, STRUCTURES AND UTILITIES.
 - RESPONSIBILITY: BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING STRUCTURES OR TO EQUIPMENT AND FURNISHINGS HOUSED THEREIN WHICH ARE DUE DIRECTLY OR INDIRECTLY TO CONSTRUCTION OPERATIONS, EXCEPT WHERE REMOVAL IS NECESSITATED BY SITE GRADING OR LOCATION OF NEW BUILDING. USE EVERY POSSIBLE PRECAUTION TO PREVENT INJURIES TO LANDSCAPING, DRIVES, CURBS AND WALKS ON OR ADJACENT TO SITE OF THE WORK AND REPLACE, AT NO EXPENSE TO OWNER, ANY OF SUCH DESTROYED.
- EXECUTION
 - GENERAL
 - ACCOMPLISH IN A MANNER THAT PROVIDES FOR THE SAFETY OF THE PUBLIC AND WORKMEN AND PROVIDE FOR THE PROTECTION OF ALL PROPERTY.
 - CONSTRUCTION: DO NOT CLOSE, OBSTRUCT OR STORE MATERIAL OR EQUIPMENT IN STREETS, SIDEWALKS, ALLEYS OR PASSAGEWAYS WITHOUT A PERMIT IN ACCORDANCE WITH LOCAL ORDINANCES, REGULATIONS AND CODES.
 - INTERFERENCE: CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE WITH ROADS, STREETS, DRIVEWAYS, ALLEYS AND OTHER FACILITIES.
 - PNEUMATIC TOOLS: WORK WITH PNEUMATIC OR VIBRATORY TOOLS WILL BE PERMITTED ONLY IN A MANNER WHICH CAUSES NO RELATED DAMAGES.
 - REMOVAL: UNLESS OTHERWISE SPECIFIED OR REQUIRED TO BE RELOCATED OR STORED, ALL MATERIALS REMOVED BECOME THE PROPERTY OF THE CONTRACTOR AND ARE TO BE REMOVED COMPLETELY AWAY FROM THE SITE BY THE CONTRACTOR. DO NOT STORE OR PERMIT DEBRIS TO ACCUMULATE AT ANY LOCATION.
 - TEMPORARY STRUCTURES: REMOVE ALL TEMPORARY STRUCTURES WHEN THEY ARE NO LONGER REQUIRED.
 - REPAIR: CLEAN UP, REPAIR OR REPLACE AT NO COST TO OWNER ALL PROPERTY DAMAGED BY REASON OF REQUIRED WORK. ALL PATCHWORK SHALL MATCH EXISTING AND BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER BY CRAFTSMEN SKILLED IN THE TRADE INVOLVED. IN NEWLY GRADED AREAS, THE CONTRACTOR SHALL TAKE TEMPORARY MEASURE NECESSARY, TO PREVENT DAMAGE FROM EROSION OF FRESHLY GRADED AREA, WHERE ANY SETTLEMENT OR WASHING MAY OCCUR PRIOR TO ACCEPTANCE OF THE WORK, REPAIR AND RE-ESTABLISH GRADES TO THE REQUIRED ELEVATIONS AND SLOPES AT NO ADDITIONAL COST TO THE OWNER. THIS APPLIES TO DAMAGE, TO THE NEWLY GRADED AREAS WITHIN THE CONSTRUCTION LIMITS AND DAMAGE TO ADJACENT PROPERTIES BY ERODED MATERIAL.

- LOCATIONS AND ELEVATIONS
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SURVEYS, MEASUREMENTS AND LAYOUTS REQUIRED FOR PROPER EXECUTION OF THE WORK. LAY OUT LINES AND GRADES FROM EXISTING SURVEY CONTROL SYSTEM AND AS SHOWN ON DRAWINGS.
- CLEARING AND GRUBBING
 - WITHIN LIMITS OF AREA DESIGNATED FOR GRADING AND SITE CONSTRUCTION WORK, REMOVE TREES, BRUSH, STUMPS, WOOD, DEBRIS AND OTHER DELETERIOUS MATERIALS NOT REQUIRED TO REMAIN AS PART OF FINISHED WORK.
 - REMOVE ALL GRASS, PLANTS, VEGETATION AND ORGANIC MATERIAL FROM SAME AREA.
- STRIPPING
 - STRIP ALL TOPSOIL, ORGANIC MATERIAL SURFACE LITTER, RUBBLE AND OVERBURDEN FOR ENTIRE DEPTH OF ROOT SYSTEM OF GRASS OR OTHER VEGETATION OVER THE LIMITS OF CONSTRUCTION.
 - STOCKPILE TOPSOIL ON SITE WHERE DIRECTED.
- EXCAVATION
 - BEGIN EXCAVATION AFTER STRIPPING, CLEARING AND GRUBBING WHERE APPLICABLE, HAS BEEN COMPLETED.
 - EXCAVATE TO GRADES REQUIRED TO ACCOMMODATE THE PROPOSED CONSTRUCTION. DEWATER AS NEEDED.
 - REMOVE UNSATISFACTORY MATERIALS/ENCOUNTERED FROM THE BUILDING AREAS, AND OTHER NON-LANDSCAPED AREAS.
 - EXCAVATE IN SUCH A MANNER THAT QUICK AND EFFICIENT DRAINAGE OF STORMWATER WILL BE AFFECTED.
 - CLASSIFY EXCAVATED MATERIALS AND STOCKPILE SEPARATELY SUITABLE SOILS FOR USE AS BACKFILL MATERIALS. IF SUFFICIENT QUANTITIES OF EXCAVATED MATERIALS MEETING REQUIREMENTS FOR BACKFILL ARE NOT AVAILABLE ON SITE, PROVIDE MATERIALS MEETING THESE REQUIREMENTS.
 - STOCKPILE EXCAVATED MATERIAL SUITABLE FOR USE AS FILL AND BACKFILL.

- FILLING, BACKFILLING AND COMPACTION
 - THE WORK CONSISTS OF COMPACTION OF EXISTING EARTH (EXCLUDE ROCK), SURFACES AFTER EXCAVATION, FILLING AND COMPACTION OF SAID AREA TO LEVELS REQUIRED WITH SUITABLE BACKFILL MATERIAL.
 - MATERIALS: "SATISFACTORY FILL MATERIALS" AASHTO CLASSIFICATION A-3 OR BETTER SHALL BE USED IN FILLS AND BACKFILLS.
 - FILLING AND BACKFILLING: PLACE "SATISFACTORY FILL MATERIAL" IN HORIZONTAL LAYERS NOT EXCEEDING 6 INCHES IN THICKNESS. COMPACT AS SPECIFIED HEREIN NO MATERIAL SHALL BE PLACED ON SURFACES THAT ARE MUDDY.
- PORTLAND CEMENT CONCRETE PAVING:
 - CONTRACTOR SHALL REVIEW THE FOLLOWING:
 - CONCRETE DESIGN MIX AND PROVING FLEXURAL STRENGTH (MODULUS OF RUPTURE) TESTS
 - EXPANSION JOINT FILLER DATE
 - JOINT SEALER DATE
 - PROPOSED PAVING CONSTRUCTION PLAN WHICH SHALL SHOW THE CONCRETE PAVING JOINT TYPES AND LOCATIONS AND SHALL INCLUDE A STATEMENT OF PROPOSED SEQUENCE AND SCHEDULE OF PAVING OPERATIONS
 - RESULTS OF CONCRETE TESTS
 - RESULTS OF FIELD TESTS OF LBR AND COMPACTION OF STABILIZED SUBGRADE.

EARTHWORK (CON'T):

- COMPACTION: COMPACTION SHALL BE WITH EQUIPMENT SUITED TO SOIL BEING COMPACTED. MOISTEN OR AERATE MATERIAL AS NECESSARY TO PROVIDE MOISTURE CONTENT THAT WILL REAPLY FACILITATE COMPACTION. EQUIPMENT SHALL BE OPERATED WITH EQUIPMENT USED, COMPACT EACH LAYER TO NOT LESS THAN PERCENTAGE OF MAXIMUM DENSITY SPECIFIED BELOW DETERMINED IN ACCORDANCE WITH AASHTO T-99. INSURE THAT THE COMPACTION OF PREVIOUSLY PREPARED FILL AREAS HAS BEEN MAINTAINED PRIOR TO PLACING NEW LAYERS.
- RECONDITIONING OF SUBGRADE: WHERE APPROVED COMPACTIONED SUBGRADE ARE DISTURBED BY THE CONTRACTOR'S SUBSEQUENT OPERATIONS OF ADVERSE WEATHER SUBGRADE SHALL BE SCARIFIED AND COMPACTION AS SPECIFIED HEREIN BEFORE TO ACQUIRED DENSITY PRIOR TO FURTHER CONSTRUCTION. FILL AREAS SHALL BE MAINTAINED UNDERGROUND UTILITIES SHALL BE BY POWER-DRIVEN HAND TAMPERS.
- COMPACTION REQUIREMENTS
 - FILL UNDER LAWS AND PLANTED: 95%
 - BELOW SLABS ON GRADE AND CONCRETE WALKS: 98%
- UNDER PAVING PARKING AREAS: 98%
- TESTING
 - THE CONTRACTOR WILL PROVIDE THE SERVICES OF A TESTING LABORATORY TO PERFORM SPECIFIED TESTS, INSPECTIONS, INSTRUMENTATION AND INSPECTION OF WORK.
 - TESTS OF MATERIALS SHALL BE AS FOLLOWS:
 - SOIL CLASSIFICATION: ONE TEST FROM EACH TYPE OF MATERIAL ENCOUNTERED AND /OR PROPOSED TO BE USED.
 - LABORATORY TESTS FOR MOISTURE-CONTENT AND DENSITY ACCORDING TO AASHTO T-99. ONE TEST FOR EACH MATERIAL ENCOUNTERED AND /OR PROPOSED TO BE USED.
 - FIELD TESTS FOR MOISTURE CONTENT AND DENSITY: ONE TEST PER LAYER OF FILL PER 5,000 SQUARE FEET OF AREA.

SUBMITTAL SPECIFICATIONS:

- GENERAL
 - THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND ADHERE TO THE SPECIFICATIONS AND STANDARDS OF THE UTILITY COMPANIES WHICH ARE SERVING THE PROJECT SITE. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL SITE DEVELOPMENT STANDARDS AND CODES OF THE REGULATORY AGENCIES ASSOCIATED WITH THIS PROJECT. THE LATEST VERSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROAD AND BRIDGE CONSTRUCTION STANDARD SPECIFICATIONS AND THE LATEST FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS SHALL BE INCLUDED WITHIN THE PROJECT SPECIFICATIONS UNLESS OTHERWISE NOTED. EITHER ON THE PLANS OR WITHIN THE SPECIFICATIONS, THE APPLICABLE SECTIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS SHALL BE INCLUDED WITHIN THE PROJECT SPECIFICATIONS. THE GENERAL DESCRIPTION OF THE NATURE OF THE WORK SHALL BE SUFFICIENT CORRELATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. EXACT ITEM DESCRIPTION IS NOT REQUIRED. IN ANY EVENT THERE ARE CONFLICTS BETWEEN SPECIFICATIONS OR REQUIREMENTS, THE MOST RESTRICTIVE (CONSERVATIVE) SPECIFICATION OR REQUIREMENT SHALL BE USED.
- POTABLE WATER DISTRIBUTION/ WASTEWATER COLLECTION INSTALLATION
 - UNLESS OTHERWISE NOTED ON THE PLANS, THE STANDARDS AND SPECIFICATIONS OF THE ASSOCIATED UTILITY COMPANY SERVING THE PROJECT SITE SHALL BE ADHERED TO FOR ALL MATERIALS, INSTALLATION, TESTING, AND CERTIFICATION ACTIVITIES FOR ALL PUMP STATIONS, MAIN LINES, SERVICES, AND APPURTENANCES. IF STANDARDS AND SPECIFICATIONS ARE NOT AVAILABLE, THE CONTRACTOR SHALL CONFORM WITH THE LATEST STANDARDS AND SPECIFICATIONS ADOPTED BY CHARLOTTE COUNTY UTILITIES. LOCAL GOVERNMENTAL REGULATIONS, OR THE MANUFACTURERS RECOMMENDED INSTALLATION PROCEDURES, WHICHEVER IS SPECIFICALLY THE MOST RESTRICTIVE. A COPY OF THE CHARLOTTE COUNTY UTILITIES SPECIFICATIONS CAN BE REVIEWED AT THE OFFICE OF BANKS ENGINEERING, INC.
- STORMWATER PIPE INSTALLATION AND MISCELLANEOUS EXCAVATIONS
 - UNLESS OTHERWISE NOTED ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM THE EXCAVATION, BEDDING, JOINTS, AND BACKFILLING OPERATIONS IN ACCORDANCE WITH THE POTABLE WATER/ WASTEWATER INSTALLATION SPECIFICATIONS, LOCAL GOVERNMENTAL REGULATIONS OR STANDARDS, F.D.O.T. STANDARDS AND SPECIFICATIONS OR MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES, WHICHEVER IS SPECIFICALLY THE MOST RESTRICTIVE.
- UNSATISFACTORY MATERIALS
 - IF UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE ROADWAY AREA AND /OR UTILITY AREAS IT SHALL BE REMOVED TO A DEPTH OF THREE (3) FEET BELOW THE SUB-BASE OR TRENCH BOTTOM AND SHALL BE BACKFILLED WITH THE AASHTO A-3 MATERIAL OR BETTER WITH PLACEMENT AND COMPACTION METHODS IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS OR AS OTHERWISE NOTED ON THE PLANS. UNSUITABLE MATERIALS SHALL BE REMOVED FROM SITE, UNLESS THE ENGINEER APPROVES USE WITHIN LANDSCAPED AREAS.

DEWATERING:

- GENERAL
 - DEWATERING CONSISTS OF PERFORMING ALL WORK NECESSARY TO REMOVE SURFACE WATER AND /OR CONTROL THE GROUND WATER LEVELS AND HYDROSTATIC PRESSURES IN ORDER TO PERMIT ALL EXCAVATION AND CONSTRUCTION UNDER THIS CONTRACT TO BE PERFORMED IN THE DRY.
 - WORK OF THIS SECTION INCLUDES INSTALLATION, OPERATIONS, MAINTENANCE, SUPERVISION, SUPPLY, DISMANTLING AND REMOVAL FROM THE SITE OF THE DEWATERING EQUIPMENT.
 - THE CONTRACTOR MUST FAMILIARIZE HIMSELF WITH THE POTENTIAL FOR EXCESSIVE RAINFALL, THE GROUND CONDITIONS, AND THE GROUND WATER CONDITIONS. GROUND WATER ELEVATION CAN FLUCTUATE. IT IS ANTICIPATED THAT ANY EXCAVATIONS MAY ENCOUNTER THE GROUND WATER TABLE.
 - DRAINAGE OF THE SITE: AT ALL TIMES THE CONTRACTOR SHALL MAINTAIN AND OPERATE ADEQUATE SURFACE AND SUBSURFACE DRAINAGE METHODS IN ORDER TO KEEP THE CONSTRUCTION SITE DRY AND IN SUCH CONDITION THAT PLACEMENT AND COMPACTION OF FILL MAY PROCEED UNHINDERED BY SATURATION OF THE AREA DURING CONSTRUCTION, THE SURFACE OF THE BACKFILL AREA SHALL BE LEFT IN SUCH CONDITION THAT PRECIPITATION AND /OR SURFACE WATER WILL RUN OFF WITHOUT PONDSING.
- METHOD
 - THE CONTROL OF ALL SURFACE AND SUBSURFACE WATER IS PART OF THE DEWATERING REQUIREMENTS. MAINTAIN ADEQUATE CONTROL SO THAT THE STABILITY OF EXCAVATED AND CONSTRUCTION SLOPES IS NOT ADVERSELY AFFECTED BY WATER. THAT EROSION IS CONTROLLED, AND THE FLOODING OF EXCAVATIONS OR DAMAGE TO STRUCTURES DOES NOT OCCUR.
 - DISPOSE OF ALL WATER REMOVED FROM THE EXCAVATION IN A MANNER THAT WILL NOT ENDANGER PUBLIC HEALTH, PROPERTY, OR PORTIONS OF THE WORK UNDER CONSTRUCTION OR COMPLY WITH ANY LOCAL, STATE OR FEDERAL REQUIREMENTS. THE CONVENIENCE WHATSOEVER TO THE OWNER OR TO OTHERS ENGAGED IN WORK AT THE SITE.
 - DISPOSE OF WATER RESULTING FROM DEWATERING OPERATIONS IN ACCORDANCE WITH CITY, COUNTY, STATE AND FEDERAL REGULATIONS.
 - CONDUCT OPERATIONS SO THAT STORMWATER RUNOFF, SEDIMENT IS NOT DISCHARGED TO THE ADJACENT WATER BODIES, SEWERS, STREETS AND ADJACENT PROPERTIES.
 - DEWATERING SYSTEM SHALL BE DESIGNED AS TO A UNIFORM, SATISFACTORY REMOVAL OF SOIL FINES FROM THE SITE DURING THE DEWATERING OPERATION.

PORTLAND CEMENT CONCRETE PAVING:

- QUALITY ASSURANCE
 - COMPLY WITH AOI STANDARDS RECOMMENDED PRACTICES FOR CONSTRUCTION OF CONCRETE PAVEMENTS AND CONCRETE BASES (AOI 325.9R, LATEST EDITION)
- REFERENCE STANDARDS
 - THE FOLLOWING REFERENCE STANDARDS OF THE ISSUES LISTED BELOW BUT REFERRED TO THEREAFTER BY BASIC DESIGNATION ONLY, FORM A PART OF THIS SPECIFICATION TO THE EXTENT INDICATED BY THE REFERENCES THERETO. TESTS SHALL BE PERFORMED IN ACCORDANCE WITH HEREINAFTER SPECIFIED STANDARDS.
 - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) STANDARD.
 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION-SECTION 350- "CEMENT CONCRETE PAVEMENT"
 - T-180 MOISTURE - DENSITY RELATIONS OF SOILS
- SUBMITTALS
 - THE CONTRACTOR SHALL SUBMIT TWO COPIES OF TEST REPORTS PREPARED BY AN INDEPENDENT TESTING LABORATORY AND CERTIFIED BY A PROFESSIONAL ENGINEER REGISTERED TO PRACTICE IN THE STATE OF FLORIDA. THESE REPORTS SHALL INDICATE ALL TESTS PERFORMED AND SHALL INCLUDE A CERTIFICATION STATEMENT OF COMPLIANCE WITH THE PROJECT SPECIFICATIONS. TESTS SHALL BE PERFORMED AS SPECIFIED UNDER THIS SECTION.
 - CONTRACTOR SHALL REVIEW THE FOLLOWING:
 - CONCRETE DESIGN MIX AND PROVING FLEXURAL STRENGTH (MODULUS OF RUPTURE) TESTS
 - EXPANSION JOINT FILLER DATE
 - JOINT SEALER DATE
 - PROPOSED PAVING CONSTRUCTION PLAN WHICH SHALL SHOW THE CONCRETE PAVING JOINT TYPES AND LOCATIONS AND SHALL INCLUDE A STATEMENT OF PROPOSED SEQUENCE AND SCHEDULE OF PAVING OPERATIONS
 - RESULTS OF CONCRETE TESTS
 - RESULTS OF FIELD TESTS OF LBR AND COMPACTION OF STABILIZED SUBGRADE.

PORTLAND CEMENT CONCRETE PAVING (CON'T):

- MATERIALS
 - STABILIZED SUBGRADE: PROVIDE 12 INCH STABILIZED SUBGRADE (LBR 40 MIN) COMPACTED TO A MINIMUM DENSITY OF 98% AS DETERMINED BY AASHTO T-180
 - CONCRETE: CONCRETE PAVEMENT SHALL HAVE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, A SLUMP RANGE BETWEEN 2 TO 4 INCHES AND A 28 DAY MODULUS OF RUPTURE OF 650 PSI AS DETERMINED BY THE REQUIREMENTS OF PARAGRAPH TESTING SPECIFIED HEREIN.
 - JOINT SEALER: JOINT SEALING SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, LATEST EDITION, SECTION 712
 - PREFORMED EXPANSION JOINT FILLER: PREFORMED EXPANSION JOINT FILLER SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES ON FEDERAL HIGHWAY PROJECTS, LATEST EDITION, SECTION 712
- EXECUTION
 - COMPLY WITH AOI STANDARD 316-74 AND SECTION 350, FDOT STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE SPECIFIED HEREIN.
 - FINAL GRADING : ALL CONCRETE PAVEMENT SHALL HAVE A MAXIMUM DEVIATION OF 1/8 INCH (PLUS/ MINUS) FROM THE SPECIFIED SURFACE PLANE AND PLAN GRADES.
 - THE SURFACE FINISH SHALL BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE. IN GENERAL THE TEXTURE IS OF A MEDIUM BROOM FINISH AFTER FLOATING.
 - JOINTS
 - CONTRACTION JOINTS INDICATED ON DRAWINGS, OR AS REQUIRED SHALL BE PLACED PERPENDICULAR TO THE FINISH GRADE OF THE CONCRETE. JOINTS SHALL BE CUT TO A DEPTH OF 1/4 OF THE SLAB THICKNESS BY CUTTING WITH AN EDGING TOOL, HAVING A 1/4 INCH RADIUS OR BY SAWING WITH A BLADE PRODUCING A CUT NOT LESS THAN 1/8 INCH IN WIDTH. SAW JOINTS WITHIN 4 TO 6 HOURS OF CONCRETE PLACEMENT.
 - EXPANSION JOINTS SHALL BE PLACED WHERE INDICATED ON DRAWINGS, OR AS REQUIRED, USING 1/2 INCH THICK PREFORMED EXPANSION JOINT MATERIAL, ANCHOR WITH APPROVED DEVICES TO PREVENT DISPLACEMENT DURING PLACEMENT AND FINISHING. EDGES OF JOINTS SHALL BE ROUNDED WITH A RADIUS OF 1/4 INCH. MAINTAIN FULL DEPTH OF CONCRETE EXCEPT THAT TOP EDGES SHALL BE 1/2 INCH BELOW THE FINISH CONCRETE SURFACE. EXPANSION JOINTS SHALL BE SEALED TO THE SURFACE BY FILLING WITH JOINT SEALING COMPOUND. JOINTS SHALL BE CLEAN AND DRY BEFORE SEALING COMPOUND IS PUT IN PLACE.
 - CONSTRUCTION JOINTS ARE TO BE USED AT CONTRACTION JOINT LOCATIONS TO STOP CONCRETE POURS.
 - CURING: CONCRETE SHALL BE CURED BY PROTECTING IT AGAINST LOSS OF MOISTURE AND PREVENT INJURY FROM APPLICATION OF HEAT AFTER PLACEMENT. A PIGMENTED LUMP CURING MEMBRANE SHALL BE APPLIED IMMEDIATELY AFTER FINISHING. OPERATION AT THE RATE OF ONE GALLON TO NOT MORE THAN 200 SQUARE FEET.
 - FINISHING AND SEALING JOINTS: JOINTS SHALL BE FILLED WITH JOINT-SEALING MATERIAL, NO LESS THAN 8 HOURS AND WITHIN 2 WEEKS AFTER THOROUGHLY CLEANED OF ALL FOREIGN MATERIAL INCLUDING ANY MEMBRANE CURING COMPOUND.
 - TESTING: CONCRETE SHALL BE FIELD TESTED AT FREQUENCY OF ONE PER 10,000 SF. IN ADDITION, ALL RETESTING SHALL BE DONE AT CONTRACTOR'S EXPENSE.
 - DESIGN MIXES AND TESTING REQUIREMENTS FOR THE CONCRETE PAVEMENT SHALL BE AS FOLLOWS:
 - FLEXURAL STRENGTH TESTS OF CONCRETE AS BASIS FOR DESIGN
 - SLUMP, MODULUS OF RUPTURE AND 7-AND 20 DAY COMPRESSIVE STRENGTH TESTS SHALL BE PERFORMED ON SAMPLES TAKEN AT THE SITE AT A FREQUENCY OF TWO PER ACRE
 - WHERE THE FLEXURAL STRENGTH OF THE CONCRETE IS SPECIFIED, MAKE ONE STRENGTH TEST AND ONE FLEXURAL TEST FOLLOWING (ASTM C192 AND ASTM C78) FOR EACH 100 SQUARE YARDS OR FRACTION THEREOF. THE MINIMUM NUMBER OF CYLINDERS SHALL BE THREE FOR STRENGTH TEST AND THREE FOR FLEXURAL TEST. TEST ONE AT THREE DAYS, ONE AT SEVEN DAYS AND ONE AT 28 DAYS.

PAVEMENT MARKING:

- QUALITY ASSURANCE
 - WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN A NEAT AND ACCURATE MANNER.
 - ALL EQUIPMENT SHALL BE OF A TYPE AND DESIGN WHICH WILL READILY OBTAIN THE REQUIRED UNIFORMITY OF APPLICATION OF THE PAVEMENT MARKINGS BOTH AS TO THICKNESS OF COATING AND AS TO ALIGNMENT.
- REFERENCE STANDARDS
 - THE FOLLOWING PUBLICATIONS OF THE ISSUE LISTED BELOW BUT REFERRED TO THEREAFTER BY BASIC DESIGNATION ONLY, FORM A PART OF THIS SPECIFICATION TO THE EXTENT INDICATED BY THE REFERENCES THERETO.
 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, LATEST EDITION.
- SUBMITTALS
 - SUBMIT PAINT TESTS, AS SPECIFIED IN SECTION 971 OF FDOT SPECIFICATIONS AND AS APPLICABLE TO HEREINAFTER SPECIFIED MATERIAL.
- MATERIALS AND COLORS
 - THERMOPLASTIC: IN ACCORDANCE WITH REQUIREMENTS AS SPECIFIED IN SECTION 711 AND 971 OF THE FDOT SPECIFICATIONS, LATEST EDITION.
 - PAINT: IN ACCORDANCE WITH REQUIREMENTS AS SPECIFIED IN SECTION 710 AND 971 OF THE FDOT SPECIFICATIONS, LATEST EDITION. LATEX PAINT ONLY.
 - COLORS: YELLOW AND WHITE PER FOOT, OR AS INDICATED ON DRAWINGS.
- EXECUTION
 - TIME OF APPLICATION: PAINTING SHALL BE DONE ONLY DURING DAYLIGHT HOURS AND AS FAR AS PRACTICAL, SHALL BE TERMINATED IN TIME TO PERMIT SUFFICIENT DRYING BY SUNSET.
 - WEATHER LIMITATIONS: NO PAINT SHALL BE APPLIED WHEN ANY MOISTURE IS PRESENT ON THE SURFACE TO BE PAINTED OR WHEN THE AIR TEMPERATURE IS BELOW 50° F. PAINTING SHALL NOT BE DONE WHEN WINDS ARE SUFFICIENT TO CAUSE SPRAY DUST.
 - PREPARATION OF SURFACE TO BE PAINTED: THE SURFACE WHICH IS TO BE PAINTED SHALL BE CLEANED BY HIGH PRESSURE AIR OR OTHER EFFECTIVE MEANS, IMMEDIATELY BEFORE THE START OF PAINTING AND SHALL BE CLEAN AND DRY WHEN THE PAINT IS APPLIED. ANY VEGETATION OR LOOSE SOIL SHALL BE REMOVED FROM THE PAVEMENT BEFORE STRIPING IS BEGUN.
 - MIXING PAINT: THE PAINT SHALL BE THOROUGHLY MIXED BEFORE IT IS POURED INTO THE PAINTING MACHINE AND NO THINNING OF THE PAINT IN THE MACHINE WILL BE ALLOWED AT ANY TIME DURING THE PART OF EACH DAY'S WORK THE PAINT CONTAINER, THE CONNECTIONS AND THE SPRAY NOZZLES ON THE MACHINE SHALL BE THOROUGHLY CLEANED WITH PAINT THINNER OR OTHER SUITABLE CLEANER.
 - PAINT THICKNESS: PAINT THICKNESS SHALL BE OF THE SPECIFIED DIMENSIONS WITH CLEAN, TRUE EDGES AND WITHOUT SHARP BREAKS IN THE ALIGNMENT. A UNIFORM COATING OF PAINT SHALL BE OBTAINED AND THE FINISHED MARKINGS SHALL CONTAIN NO LIGHT SPOTS OR PAINT SHORT. ANY STRIPES WHICH DO NOT HAVE A UNIFORM, SATISFACTORY APPEARANCE, BOTH DAY AND NIGHT, SHALL BE CORRECTED.
 - RATE OF APPLICATION: THE MINIMUM RATE OF APPLICATION FOR PAINT SHALL BE AS FOLLOWS:
 - FOUR INCH SOLID: 20 GALLONS PER MILE
 - ANY OTHER WIDTH STRIP OR MARKINGS: A DIRECT PROPORTION OF THE ABOVE.
 - HANDCAP LOGO: IN CONFORMANCE TO THE REQUIREMENTS OF THIS SECTION AND LOCAL CODES.
 - REQUIRED FILM THICKNESS: THE MINIMUM WET FILM THICKNESS FOR ALL PAINTED AREAS SHALL BE 15 MILS.
 - ALIGNMENT OF STRIPES: WHERE A STRIPE DEVIATES FROM THE CORRECT ALIGNMENT, AS INDICATED BY THE STRING LINE, BY MORE THAN ONE INCH IN ANY 20 FOOT LENGTH, IT SHALL BE OBLITERATED AND THE STRIPE CORRECTED HEREINAFTER AS SPECIFIED IN PARAGRAPH "CORRECTIVE MEASURES"

- PROTECTION OF PAINTED MARKINGS
 - PROTECTION OF STRIPES: ALL NEWLY PAINTED STRIPES, OR OTHER MARKINGS, SHALL BE PROTECTED UNTIL THE PAINT IS SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THE MARKING WITHOUT DAMAGE FROM THE TIRES.
 - REPAIR OF DAMAGED AREAS: ANY PORTION OF THE STRIPES DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE, SHALL BE REPAINTED AT THE CONTRACTOR'S EXPENSE.
- DIMENSION AND ALIGNMENT TOLERANCE
 - DIMENSIONS: NO MARKING SHALL BE LESS THAN THE SPECIFIED WIDTH. NO MARKINGS SHALL EXCEED THE SPECIFIED WIDTH BY MORE THAN 1/8 INCH. ALIGNMENT TOLERANCES SHALL BE AS SPECIFIED IN 1.05-11.
 - CORRECTION RATES: ANY CORRECTIONS OF VARIATION IN THE WIDTH OF OR IN THE ALIGNMENT OF STRIPES SHALL NOT BE MADE ABRUPTLY BUT THE STRIPES SHALL BE RETURNED TO THE DESIGN WIDTH AT THE RATE OF AT LEAST 10 FEET FOR EACH 1/2 INCH.

- CORRECTIVE MEASURES
 - ALL PAVEMENT MARKINGS WHICH FAIL TO MEET THE SPECIFICATIONS, INCLUDING THE PERMISSIBLE TOLERANCES AND THE APPEARANCE REQUIREMENTS, OR ARE MARRED OR DAMAGED BY TRAFFIC OR FROM OTHER CAUSES, SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. ALL DRIP AND SPATTERED PAINT SHALL BE REMOVED. WHENEVER IT IS NECESSARY TO REMOVE PAINT IT SHALL BE DONE BY MEANS WHICH WILL NOT DAMAGE THE UNDERLYING SURFACE OF THE PAVEMENT. WHEN NECESSARY TO CORRECT A VIOLATION WHICH EXCEEDS THE PERMISSIBLE TOLERANCE IN ALIGNMENT, A PORTION OF THE STRIPE AFFECTED SHALL BE REMOVED AND REPAINTED IN ACCORDANCE WITH THESE.
 - CORRECTIVE DEVICES: MISALIGNMENT, DEFECTIVE SURFACES, ETC., SHALL BE CORRECTED BY CHEMICAL AGENTS, OR BY ANY OTHER TYPE OF MECHANICAL DEVICE WHICH WILL EFFECTIVELY REMOVE THE EXCESSIVE MATERIALS AND SHALL NOT DAMAGE THE PAVEMENT SURFACE, OR PREVENT THE REAPPLICATION OF MARKINGS.

PAVEMENT MARKING (CON'T):

- Spare PAINT
 - PROVIDE THE OWNER WITH A MINIMUM OF FIVE GALLONS OF TRAFFIC PAINT FROM THE SAME BATCH USED IN APPLICATION OF PAVEMENT MARKINGS. ALSO PROVIDE PAINT SPECIFICATIONS AND THE MANUFACTURER'S IDENTIFICATION NUMBER OF THE PAINT USED.
- MARKING TYPE
 - ANY PAVEMENT MARKINGS LOCATED WITHIN PUBLIC RIGHTS-OR-WAY SHALL BE THERMOPLASTIC UNLESS OTHERWISE INDICATED.
 - ANY PAVEMENT MARKINGS LOCATED ON-SITE SHALL BE PAINT UNLESS OTHERWISE INDICATED.

CONSTRUCTION TOLERANCES:

THE FOLLOWING ARE THE ALLOWABLE DEVIATIONS FROM PROJECT DESIGN GRADES AND GRADIENTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM AND DOCUMENT COMPLIANCE WITH THESE TOLERANCES PRIOR TO PROCEEDING FROM ONE PHASE OF CONSTRUCTION TO THE NEXT:

- STORMWATER MANAGEMENT/ DRAINAGE FACILITIES
 - PERIMETER CONTAINMENT BERM:
 - MINIMUM ELEVATION = DESIGN GRADE
 - MAXIMUM ELEVATION = DESIGN GRADE + 0.10 FEET
 - WATER CONTROL STRUCTURE:
 - MINIMUM ELEVATION = DESIGN GRADE
 - MAXIMUM GREST ELEVATION = DESIGN GRADE + 0.10 FEET
 - MAXIMUM GREST ELEVATION = DESIGN GRADE + 0.05 FEET
 - MINIMUM BLEEDER ELEVATION = DESIGN GRADE + 0.05 FEET
 - MAXIMUM BLEEDER ELEVATION = DESIGN GRADE + 0.05 FEET
 - MINIMUM TOP OF FILTER ELEVATION = DESIGN GRADE
 - MAX

ABD	ABANDONED	GA	GAUGE
ACC	ACRE	GAL	GALLON
ACCEL	ACCELERATION	GALV	GALVANIZED
ADJ	ADJUST	GAR	GARAGE
AGG	AGGREGATE	GB	GRADE BREAK
ALT	ALTERNATE	GD	GUTTER DRAIN
ALUM	ALUMINUM	GIP	GIP
AM	11:59 MIDNIGHT UNTIL 12:00 NOON	QM	QS MAIN
APPL	APPLICATION	GR	GRADE POINT
APPROX	APPROXIMATE	GR	GRADE OR GRATE
ARV	AIR RELIEF VALVE	GRC	GALVANIZED RIGID CONDUIT
ASPH	ASPHALT	GTR	GROUND
ASSEM	ASSEMBLY	GUT	GUTTER
ATTN	ATTENTION	GV	GV VALVE
AUX	AUXILIARY	HS	HIGH STRENGTH
AVE	AVENUE	HB	HAY BALES
AWG	AMERICAN WIRE GAUGE	HC	HANDICAPPED OR HORIZONTAL CLEARANCE
BC	BACK OF CURB	HD	HEAVY DUTY
BCOMP	BITUMINOUS COATED CORRUGATED METAL PIPE	HOPE	HIGH DENSITY POLYETHYLENE
BE	BURIED ELECTRIC	HDWL	HEADWALL
BEON	BEFORE	HNDRL	HANDRAIL
BIT	BITUMINOUS	HOA	HOME OWNERS ASSOCIATION
BK	BACK	HOR	HORIZONTAL
BL	BASILINE	HP	HIGH POINT OR HIGH PRESSURE
BLC	BASILINE CONTROL	HOUR	HOUR
BLDG	BUILDING	HSE	HOUSE
BLKHD	BULKHEAD	HT	HEIGHT
BLVD	BOULEVARD	HW	HIGH WATER
BM	BENCHMARK	HWY	HIGHWAY
BNDRY	BOUNDARY	HYD	HYDRAULIC
BOT	BOTTOM	HERTZ	HERTZ
BP	BORROW PIT	ID	INSIDE DIAMETER OR IDENTIFICATION
BR	BRIDGE	IN	INCH(ES)
BRG	BEARING	INC	INCORPORATED OR INCLUDING
BT	BURIED TELEPHONE	INDRY	INDUSTRY
BTFLY	BUTTERFLY	INSTALL	INSTALLED
BTWN	BETWEEN	INT	INTERIOR
BW	BOTTOM WIDTH	INV	INVERT
CBG	CURB AND GUTTER	IP	IRON PIPE
CIP	CAST IN PLACE	IRON	IRON ROD
CA	COURSE AGGREGATE	ISECT	INTERSECTION
CA	CORRUGATED ALUMINUM PIPE	ISL	ISLAND
CASP	CORRUGATED ALUMINIZED STEEL PIPE	JB	JUNCTION BOX
CBV	CABLE TELEVISION	JCT	JUNCTION
CB	CATCH BASIN	JT	JOINT
CCC	CONCRETE BOX CULVERT	K	KESION HOUR FACTOR
CBS	CONCRETE BOX STRUCTURE	KWH	KILOWATT-HOUR
CC	CROSS DRAIN	L	LENGTH
CEM	CEMENT	L/W	LENGTH
CF	CUBIC FOOT	LA	LIMITED ACCESS
CFS	CUBIC FOOT PER SECOND	LAT	LATITUDE
CH	CHANNEL	LB	POUNDS
CI	CAST IRON	LB/SY	POUNDS PER SQUARE YARDS
CIP	CAST IRON PIPE	LBR	LINE ROCK BEARING RATIO
CIRC	CIRCUMFERENCE	LF	LINEAR FEET (FOOT)
CL	CENTERLINE	LGTH	LENGTH
CLEAR	CLEARANCE	LIN	LINEAR
CM	CONCRETE MONUMENT	LM	LUMEN
CMP	CORRUGATED METAL PIPE	LME	LAKE MAINTENANCE EASEMENT
QMPA	CORRUGATED METAL PIPE ARCH	LMRK	LINE ROCK
CO	CLEAN OUT	LOC	LOCATION
COL	COLUMN	LONG	LONGITUDE
COM	COMMERCIAL	LS	LAND SUM OR LANDSCAPE
COMP	COMPOSITE	LSBS	LANDSCAPE BUFFER
CON	CONNECT	LT	LEFT TURN
CONC	CONCRETE	LTD	LIMITED
CONC	CONCRETE	LUM	LUMINAIRE
CONC	CONCRETE	LUX	LUX
CONC	CONCRETE	MAINT	MAINTENANCE
CONC	CONCRETE	MATL	MATERIAL
CONC	CONCRETE	MAXIM	MAXIMUM
CONC	CONCRETE	MB	MEDIAN BARRIER
CONC	CONCRETE	MED	MEDIAN
CONC	CONCRETE	MES	METERED END SECTION
CONC	CONCRETE	MANUF	MANUFACTURER
CONC	CONCRETE	MH	MANHOLE
CONC	CONCRETE	MHW	MEAN HIGH WATER
CONC	CONCRETE	MIL	MILE
CONC	CONCRETE	MID	MIDDLE
CONC	CONCRETE	MIL	ONE-THOUSANDTH OF AN INCH
CONC	CONCRETE	MIN	MINIMUM
CONC	CONCRETE	MISC	MISCELLANEOUS
CONC	CONCRETE	MJ	MECHANICAL JOINT
CONC	CONCRETE	MLW	MEAN LOW WATER
CONC	CONCRETE	MOBL	MOBILE
CONC	CONCRETE	MOD	MODIFIED
CONC	CONCRETE	MON	MONUMENT
CONC	CONCRETE	MOT	MAINTENANCE OF TRAFFIC
CONC	CONCRETE	MP	MILE POST
CONC	CONCRETE	MPH	MILES PER HOUR
CONC	CONCRETE	MSL	MEAN SEA LEVEL
CONC	CONCRETE	MTD	MOUNTED
CONC	CONCRETE	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL
CONC	CONCRETE	N	NORTH
CONC	CONCRETE	N&C	NAIL AND CAP
CONC	CONCRETE	N&D	NAIL AND DISK
CONC	CONCRETE	N/A	NOT APPLICABLE
CONC	CONCRETE	NAVD	NATIONAL AMERICAN VERTICAL DATUM
CONC	CONCRETE	NE	NORTHEAST
CONC	CONCRETE	NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION
CONC	CONCRETE	NGVD	NATIONAL GEODETIC VERTICAL DATUM
CONC	CONCRETE	NHW	NORMAL HIGH WATER
CONC	CONCRETE	NIC	NOT IN CONTRACT
CONC	CONCRETE	N	NUMBER
CONC	CONCRETE	NOM	NOMINAL
CONC	CONCRETE	NORM	NORMAL
CONC	CONCRETE	NTS	NOT TO SCALE
CONC	CONCRETE	NW	NORTHWEST
CONC	CONCRETE	NWAL	NORMAL WATER LEVEL
CONC	CONCRETE	OBG	OPTIONAL BASE GROUP
CONC	CONCRETE	OA	OVERALL
CONC	CONCRETE	OC	ON CENTER
CONC	CONCRETE	OD	OUTSIDE DIAMETER
CONC	CONCRETE	OE	OVERHEAD ELECTRIC
CONC	CONCRETE	OH	OVERHEAD
CONC	CONCRETE	OPT	OPTIONAL
CONC	CONCRETE	OT	OVERHEAD TELEPHONE
CONC	CONCRETE	PAR	PARALLEL
CONC	CONCRETE	PAV	PAVEMENT
CONC	CONCRETE	PC	POINT OF CURVATURE
CONC	CONCRETE	PCBC	PRECAST CONCRETE BOX CULVERT
CON			

	32"-18" RCP	32"-18" RCP
DRAINAGE PIPE		
DRAINAGE STRUCTURES		
FINISHED FLOOR ELEVATION	N/A	19.0
ON-SITE STORM STRUCTURE #	N/A	S-1
OFF-SITE STORM STRUCTURE #	N/A	OS-1
SPOT GRADE ELEVATION	110.0	107.4
PARKING SPACE COUNT	16	16
TOP OF BERM		
RUBBLE RIP-RAP		
PAVEMENT		
PAVEMENT TO BE REMOVED		N/A
CONCRETE		
BUILDING/STRUCTURE		
RIGHT-OF-WAY		
CURB		
EASEMENT		
SWALE/DITCH		
TOP OF BANK		
DRAINAGE FLOW ARROWS		
CROSS SECTION	N/A	
SPREADER SWALE		
LANDSCAPE BUFFER	N/A	
LAKE		
SWMA (DRY)		
WETLANDS		
WETLAND IMPACT AREA	N/A	
PROPERTY LINE		
POTABLE WATER LINE	E8"W	8"W
FORCE MAIN	E8"F	8"F
SANITARY SEWER MAIN	E8"SS	8"SS
IRRIGATION WATER MAIN	E8"i	8"i
REUSE WATER MAIN	E8"RU	8"RU
GATE VALVE		
REDUCER		
BLOW-OFF		
AIR RELEASE VALVE		
FIRE HYDRANT ASSEMBLY		
SINGLE WATER SERVICE		
DOUBLE WATER SERVICE		
SINGLE IRRIGATION SERVICE		
DOUBLE IRRIGATION SERVICE		
SINGLE SEWER SERVICE		
DOUBLE SEWER SERVICE		
FIRE DEPARTMENT CONNECTION	N/A	
SANITARY MANHOLE & ID		
LIFT STATION & ID		

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
----	4031L		TBV	TBV	TRR		3

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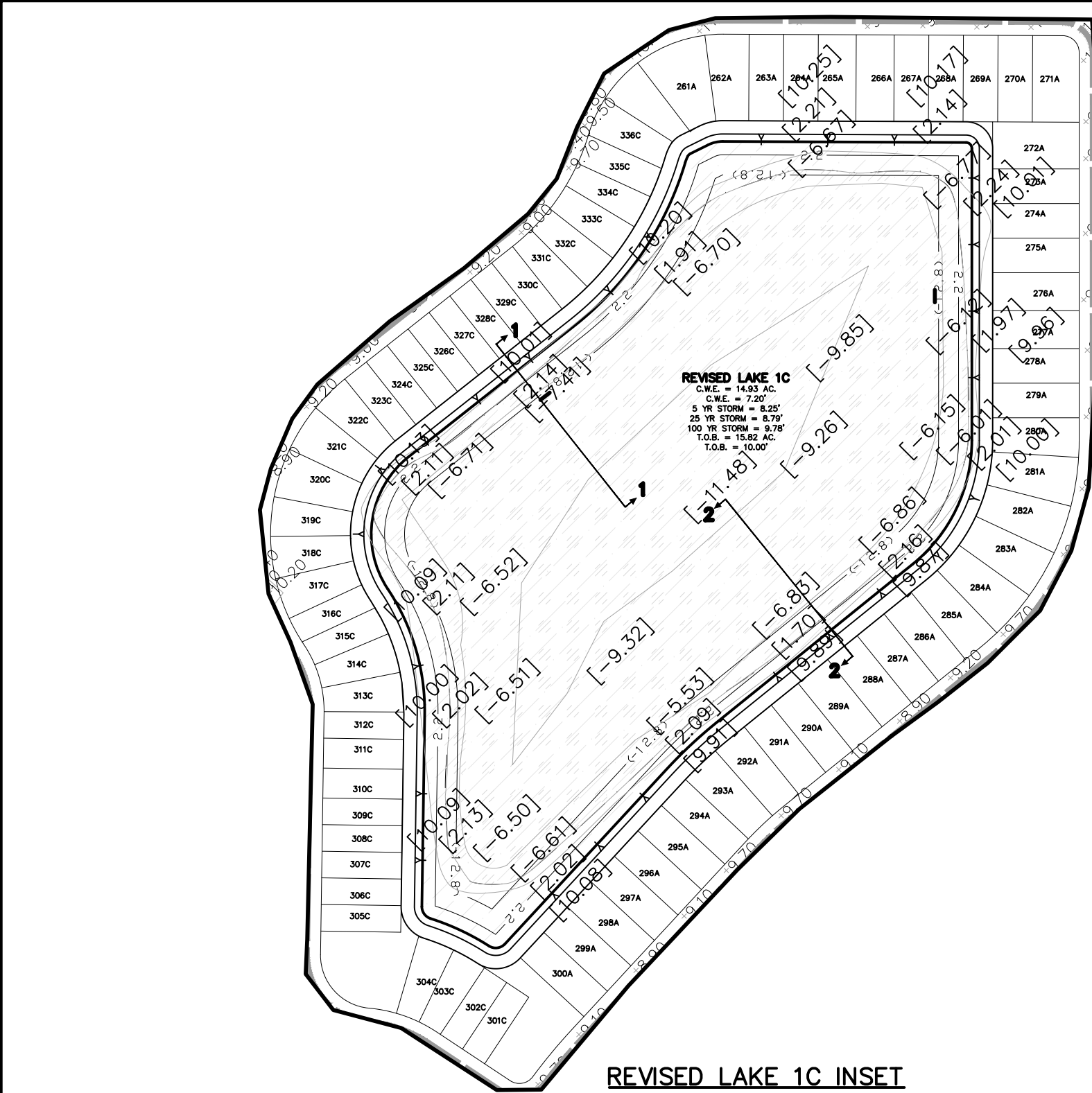
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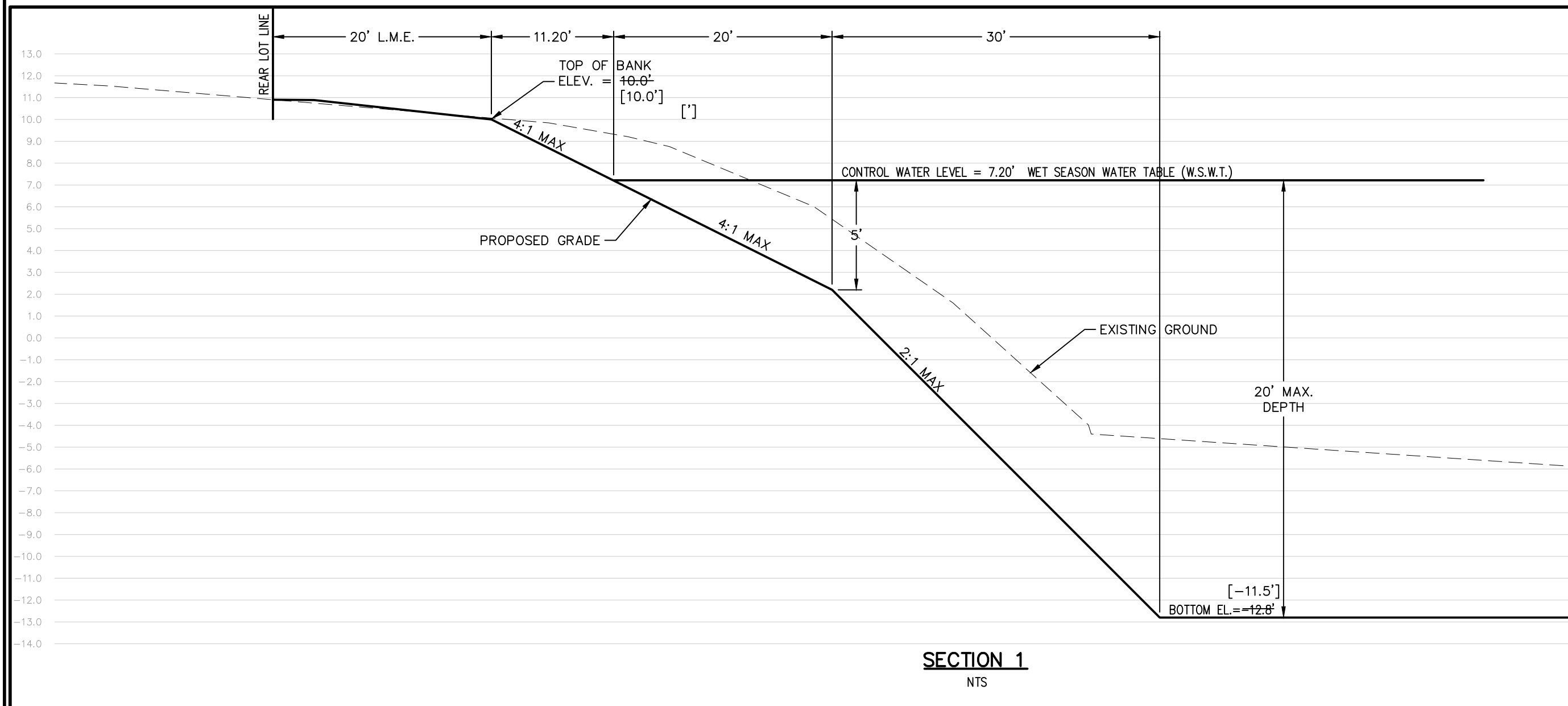
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DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
----	4031L		TBV	TBV	TRR		3

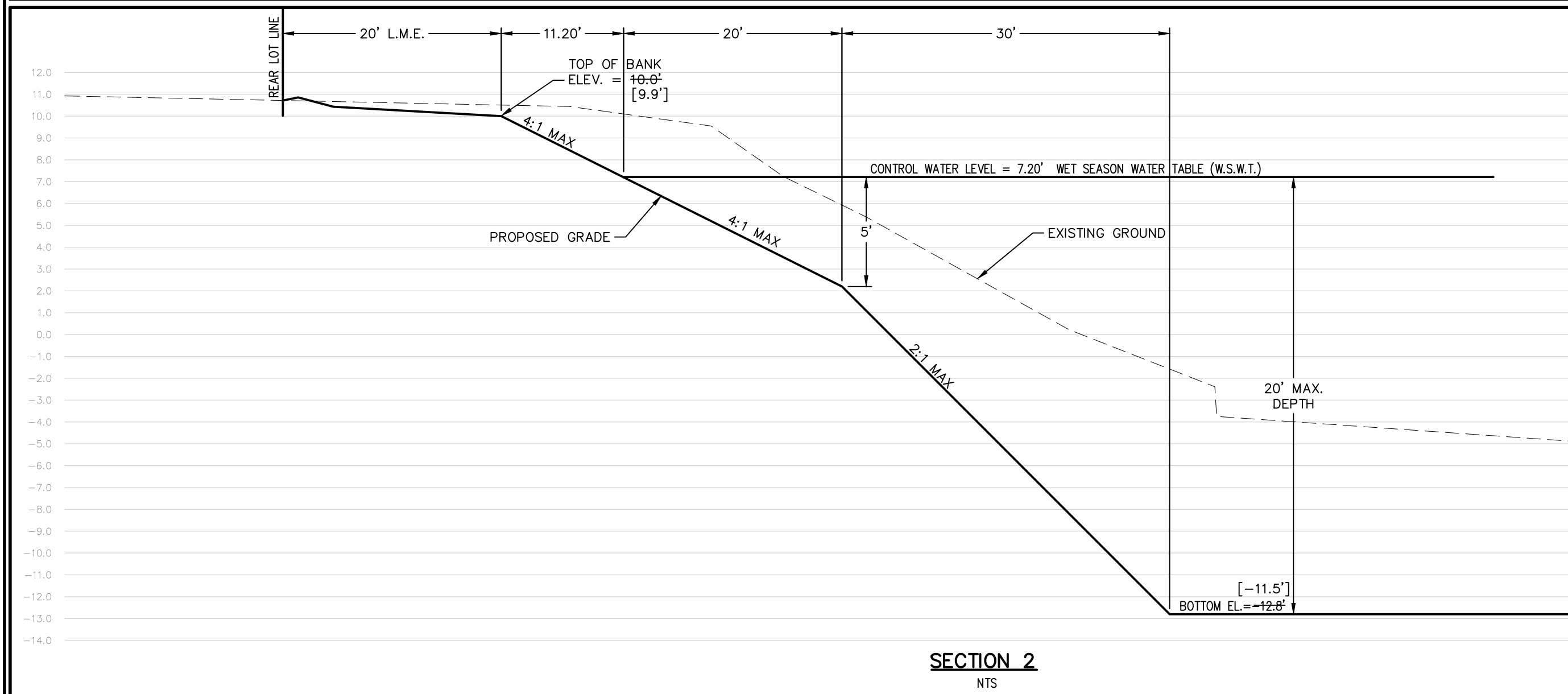
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REVISED LAKE 1C INSET
NTS

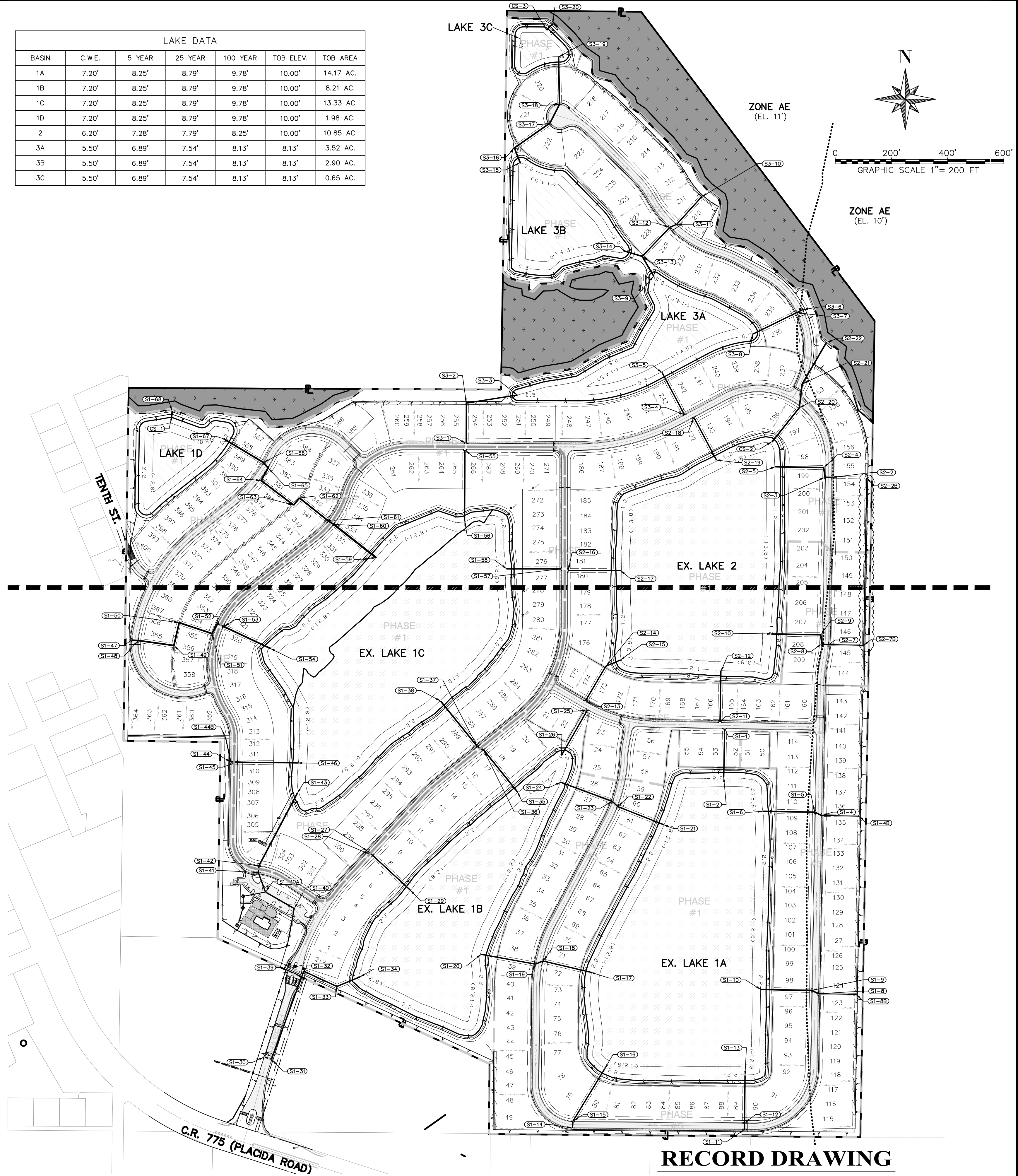


SECTION 1
NTS



SECTION 2
NTS

LAKE DATA						
BASIN	C.W.E.	5 YEAR	25 YEAR	100 YEAR	TOB ELEV.	TOB AREA
1A	7.20'	8.25'	8.79'	9.78'	10.00'	14.17 AC.
1B	7.20'	8.25'	8.79'	9.78'	10.00'	8.21 AC.
1C	7.20'	8.25'	8.79'	9.78'	10.00'	13.33 AC.
1D	7.20'	8.25'	8.79'	9.78'	10.00'	1.98 AC.
2	6.20'	7.28'	7.79'	8.25'	10.00'	10.85 AC.
3A	5.50'	6.89'	7.54'	8.13'	8.13'	3.52 AC.
3B	5.50'	6.89'	7.54'	8.13'	8.13'	2.90 AC.
3C	5.50'	6.89'	7.54'	8.13'	8.13'	0.65 AC.



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PREPARED FOR:

LENNAR HOMES, LLC
10481 SIX MILE CYPRESS PARKWAY
FORT MYERS, FL, 33966
PHONE: (239) 278-1177

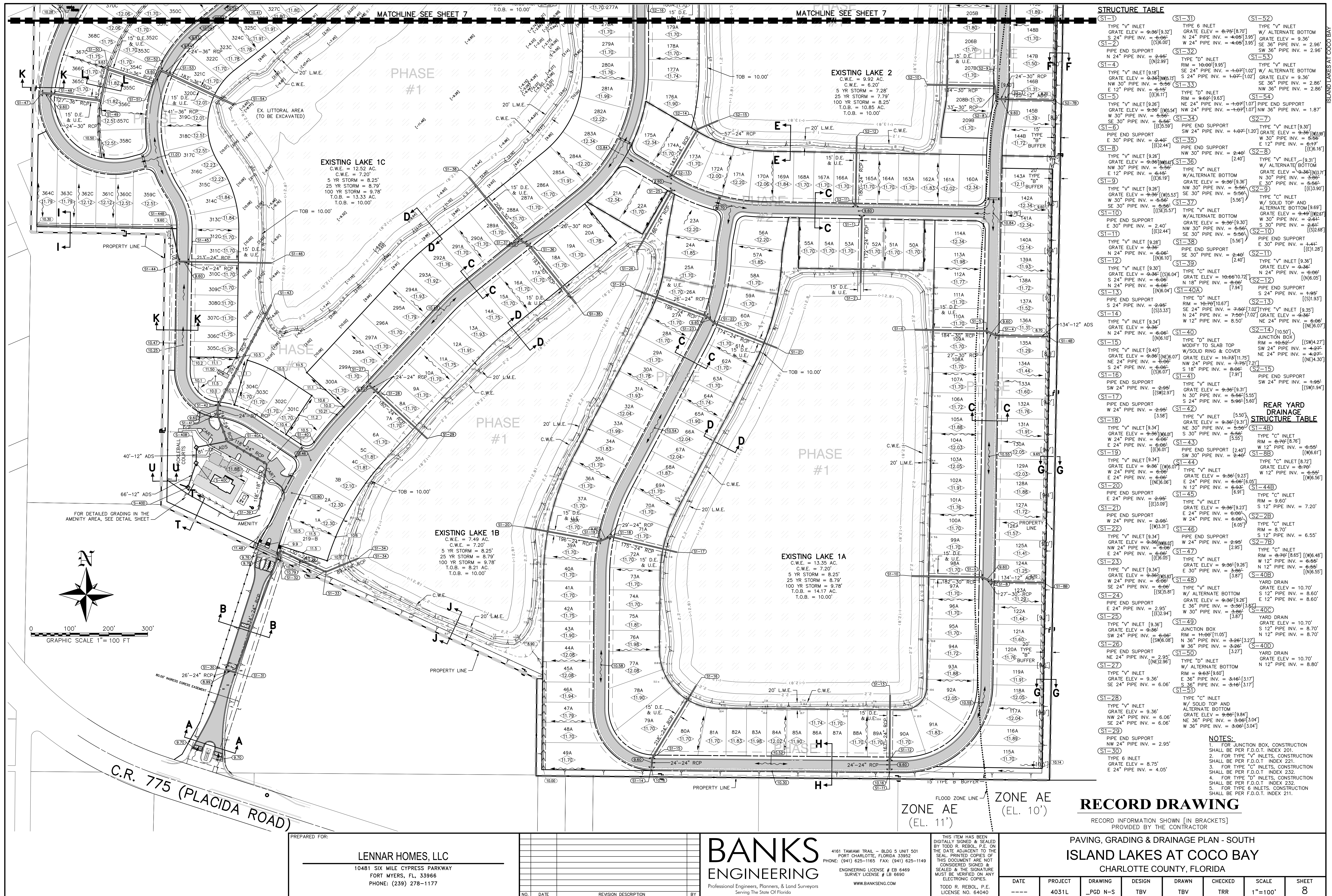
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PAVING, GRADING & DRAINAGE PLAN - OVERALL
ISLAND LAKES AT COCO BAY
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
----	4031L	_PHASE	TBV	TBV	TRR	1"=200'	7

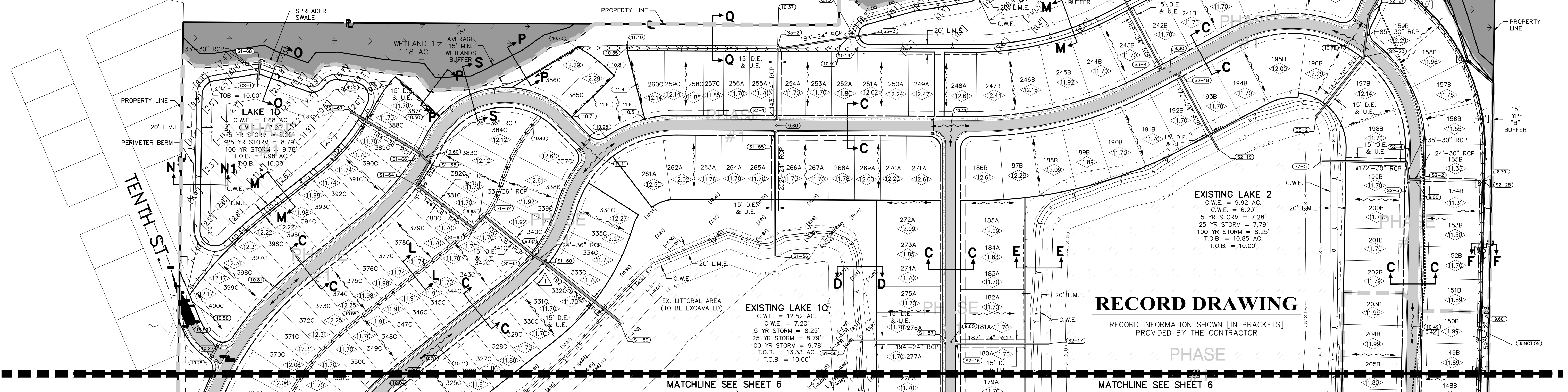


STRUCTURE TABLE

S1-55 TYPE "V" INLET [9.22] GRATE ELEV = 9.36' S 24" PIPE INV. = 6.06' [6.05]	S2-2 TYPE "V" INLET GRATE ELEV = 9.36' [9.26] W 30" PIPE INV. = 6.56' [5.56]	S3-5 PIPE END SUPPORT SE 24" PIPE INV. = 1.26' [1.27]	S3-17 TYPE "V" INLET GRATE ELEV = 9.36' [9.44] NE 30" PIPE INV. = 2.63' [(NE)2.85] SW 30" PIPE INV. = 3.16' [(SW)2.67]
S1-56 PIPE END SUPPORT N 24" PIPE INV. = 2.95' [2.95]	S2-3 TYPE "V" INLET W/ ALTERNATE BOTTOM GRATE ELEV = 9.36' [9.36] N 30" PIPE INV. = 3.06' [3.86] E 30" PIPE INV. = 5.56' [5.56]	S3-6 TYPE "V" INLET [9.38] GRATE ELEV = 9.36' SW 24" PIPE INV. = 6.06' [(SW)6.03]	S3-18 TYPE "V" INLET [9.37] GRATE ELEV = 9.36' N 30" PIPE INV. = 3.16' [(N)3.28] SW 30" PIPE INV. = 2.63' [(SW)2.67]
S1-57 TYPE "V" INLET [9.26] GRATE ELEV = 9.36' W 24" PIPE INV. = 6.06' [6.20]	S2-4 TYPE "C" INLET W/ SOLID TOP AND ALTERNATE BOTTOM GRATE ELEV = 9.54' [9.50] W 30" PIPE INV. = 3.56' [3.51] S 30" PIPE INV. = 3.56' [3.51]	S3-8 PIPE END SUPPORT NE 24" PIPE INV. = 1.26' [(NE)1.26]	S3-19 PIPE END SUPPORT S 30" PIPE INV. = 0.74' [(S)0.71]
S1-58 PIPE END SUPPORT E 24" PIPE INV. = 2.95' [2.95]	S2-5 PIPE END SUPPORT NW 29"x45" PIPE INV. = 1.87' [1.87]	S3-9 PIPE END SUPPORT NW 30" PIPE INV. = 0.74' [(NW)0.73]	S3-20 TYPE "D" INLET [6.18] GRATE ELEV = 6.46' SW 30" PIPE INV. = 2.06' [(SW)2.02]
S1-59 PIPE END SUPPORT NW 29"x45" PIPE INV. = 1.87' [1.87]	S2-16 TYPE "V" INLET GRATE ELEV = 9.36' [9.26] E 24" PIPE INV. = 6.06' [6.15]	S3-10 TYPE "D" INLET GRATE ELEV = 6.04' [8.89] SW 24" PIPE INV. = 6.06' [(SW)6.81]	CS-1 TYPE "D" INLET (SEE DETAIL ON SHEET 7)
S1-60 TYPE "V" INLET W/ ALTERNATE BOTTOM GRATE ELEV = 9.36' [9.21] NW 29"x45" PIPE INV. = 3.36' [3.35] SE 36" PIPE INV. = 3.36' [3.35]	S2-17 PIPE END SUPPORT W 24" PIPE INV. = 1.95' [1.95]	S3-11 TYPE "V" INLET [9.35] GRATE ELEV = 9.36' [(SW)6.15] SW 24" PIPE INV. = 6.06' [(NE)6.15]	CS-2 TYPE "D" INLET (SEE DETAIL ON SHEET 7)
S1-61 TYPE "V" INLET W/ ALTERNATE BOTTOM GRATE ELEV = 9.36' [9.21] NW 36" PIPE INV. = 3.36' [3.36] SE 36" PIPE INV. = 3.36' [3.36]	S2-18 TYPE "V" INLET GRATE ELEV = 9.36' [9.36] SE 36" PIPE INV. = 3.36' [6.05]	S3-12 TYPE "V" INLET [9.35] GRATE ELEV = 9.36' [(SW)6.15] SW 24" PIPE INV. = 6.06' [(NE)6.15]	CS-3 TYPE "D" INLET (SEE DETAIL ON SHEET 7)
S1-62 JUNCTION BOX (F-TOP) (OFFSET/NO CASTIN R&C) GRATE ELEV = 10.06' [9.86] SW 36" PIPE INV. = 3.36' [3.36] SE 36" PIPE INV. = 3.36' [3.36]	S2-19 PIPE END SUPPORT NW 24" PIPE INV. = 4.95' [1.95]	S3-13 JUNCTION BOX RIM = 11.06' [10.16] W 30" PIPE INV. = 6.74' [(W)0.68] SE 30" PIPE INV. = 6.74' [(SE)0.70] N 24" PIPE INV. = 2.66' [2.58]	SI-4B TYPE "C" INLET RIM = 6.70' W 12" PIPE INV. = 6.55'
S1-63 TYPE "D" INLET W/ ALTERNATE BOTTOM RIM = 3.53' [9.63] NW 36" PIPE INV. = 3.36' [3.36] NE 36" PIPE INV. = 3.36' [3.36]	S2-20 JUNCTION BOX RIM = 10.44' [10.64] SW 30" PIPE INV. = 2.66' [2.58] N 24" PIPE INV. = 2.66' [2.58]	S3-14 PIPE END SUPPORT E 30" PIPE INV. = 0.74' [(NE)1.17]	SI-8B TYPE "C" INLET GRATE ELEV = 8.70' W 12" PIPE INV. = 6.55'
S1-64 TYPE "C" INLET W/ SOLID TOP AND ALTERNATE BOTTOM GRATE ELEV = 9.06' [9.80] NE 36" PIPE INV. = 3.36' [3.35] SE 36" PIPE INV. = 3.36' [3.35]	S2-21 JUNCTION BOX RIM = 10.26' [10.26] S 30" PIPE INV. = 2.56' [2.50] NE 30" PIPE INV. = 2.56' [2.50]	S3-15 PIPE END SUPPORT N 30" PIPE INV. = 0.74' [(N)0.57]	SI-44B TYPE "C" INLET RIM = 9.60' S 12" PIPE INV. = 7.20'
S1-65 TYPE "V" INLET W/ ALTERNATE BOTTOM GRATE ELEV = 9.36' [9.21] NW 36" PIPE INV. = 3.36' [3.36] SW 36" PIPE INV. = 3.36' [3.36]	S2-22 TYPE "D" INLET GRATE ELEV = 6.66' [6.64] SW 30" PIPE INV. = 2.46' [2.40]	S3-16 JUNCTION BOX RIM = 9.96' NE 30" PIPE INV. = 3.16' S 30" PIPE INV. = 3.16'	S2-2B TYPE "C" INLET RIM = 8.70' S 12" PIPE INV. = 6.55'
S1-66 TYPE "V" INLET W/ ALTERNATE BOTTOM GRATE ELEV = 9.36' [9.26] NW 36" PIPE INV. = 3.36' [3.35] SE 36" PIPE INV. = 3.36' [3.35]	S3-1 TYPE "V" INLET GRATE ELEV = 9.36' [9.21] N 24" PIPE INV. = 6.06' [6.06]	S3-2 TYPE "C" INLET W/ U.S. FOUNDRY 5645 GRATE GRATE ELEV = 9.75' [9.71] E 24" PIPE INV. = 4.80' [4.78] S 24" PIPE INV. = 4.80' [4.78]	S2-7B TYPE "C" INLET RIM = 8.70' W 12" PIPE INV. = 6.55'
S1-67 PIPE END SUPPORT SE 36" PIPE INV. = 4.87' [1.87]	S3-3 PIPE END SUPPORT W 24" PIPE INV. = 1.25' [1.25]	S3-4 TYPE "V" INLET GRATE ELEV = 9.36' [9.36] NW 24" PIPE INV. = 6.06' [6.05]	JUNCTION YARD DRAIN JUNCTION GRATE ELEV = 9.60' N 12" PIPE INV. = 6.55' S 12" PIPE INV. = 6.55'
S1-68 TYPE "D" INLET GRATE ELEV = 7.14' [7.01] S 30" PIPE INV. = 3.06' [2.98]			

NOTES:

1. FOR JUNCTION BOX, CONSTRUCTION SHALL BE PER F.D.O.T. INDEX 201.
2. FOR TYPE "V" INLETS, CONSTRUCTION SHALL BE PER F.D.O.T. INDEX 221.
3. FOR TYPE "C" INLETS, CONSTRUCTION SHALL BE PER F.D.O.T. INDEX 232.
4. FOR TYPE "D" INLETS, CONSTRUCTION SHALL BE PER F.D.O.T. INDEX 232.



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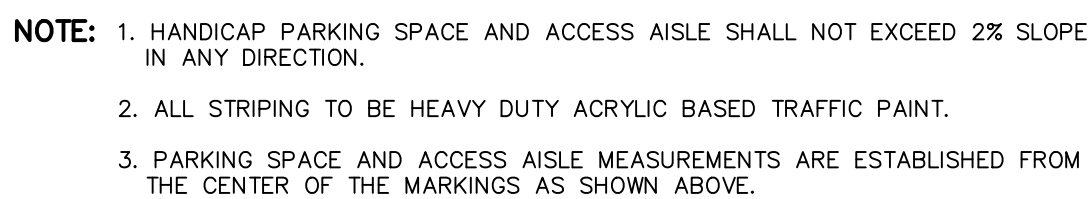
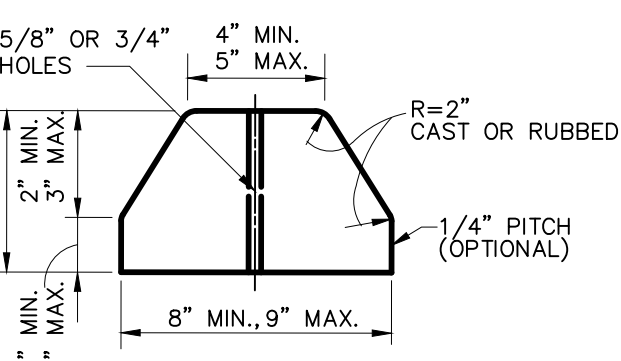
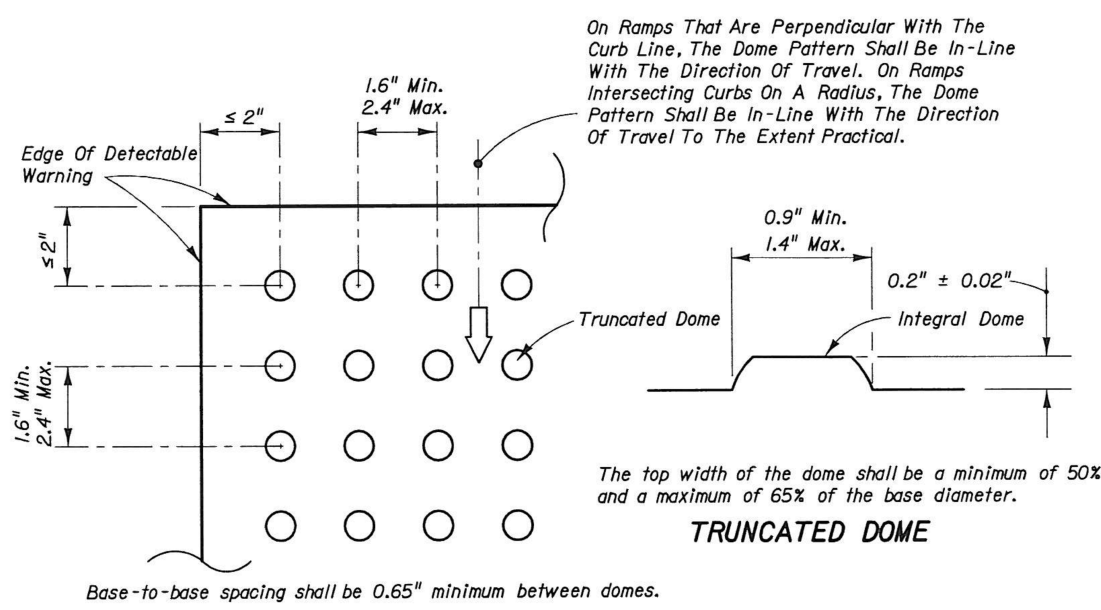
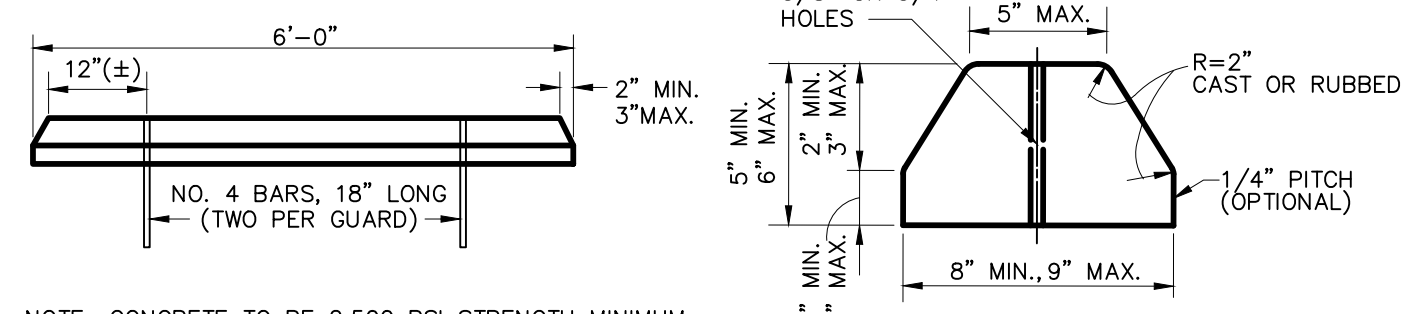
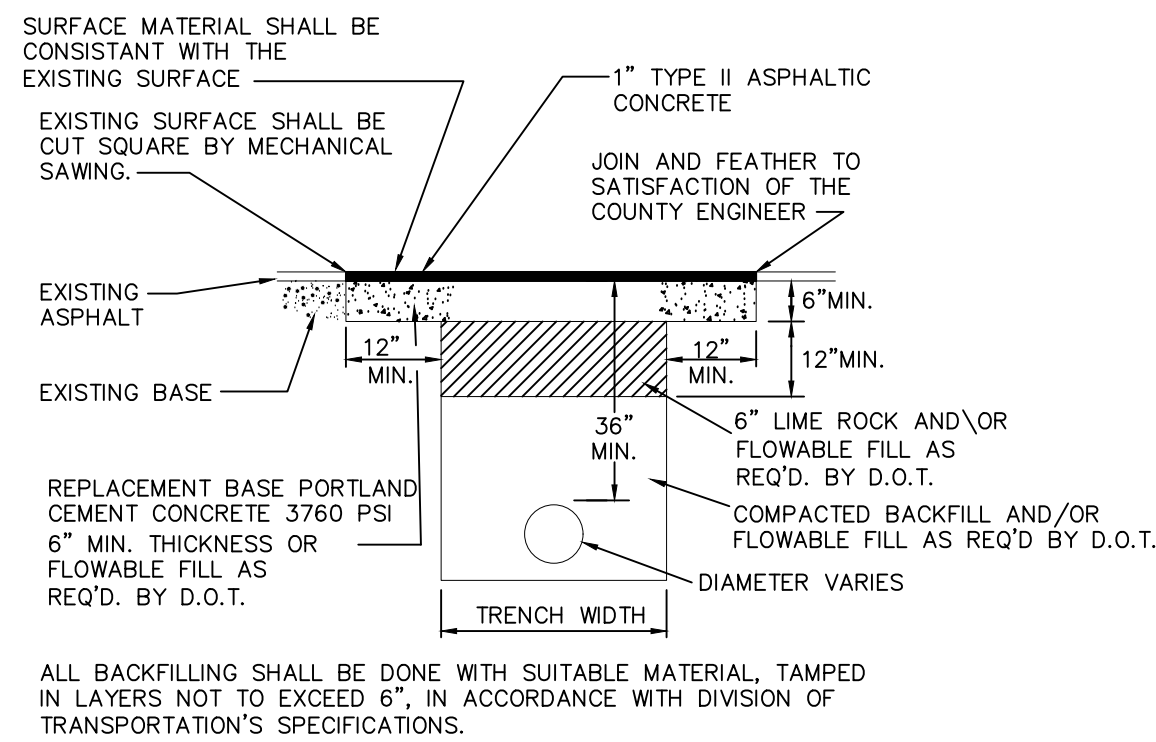
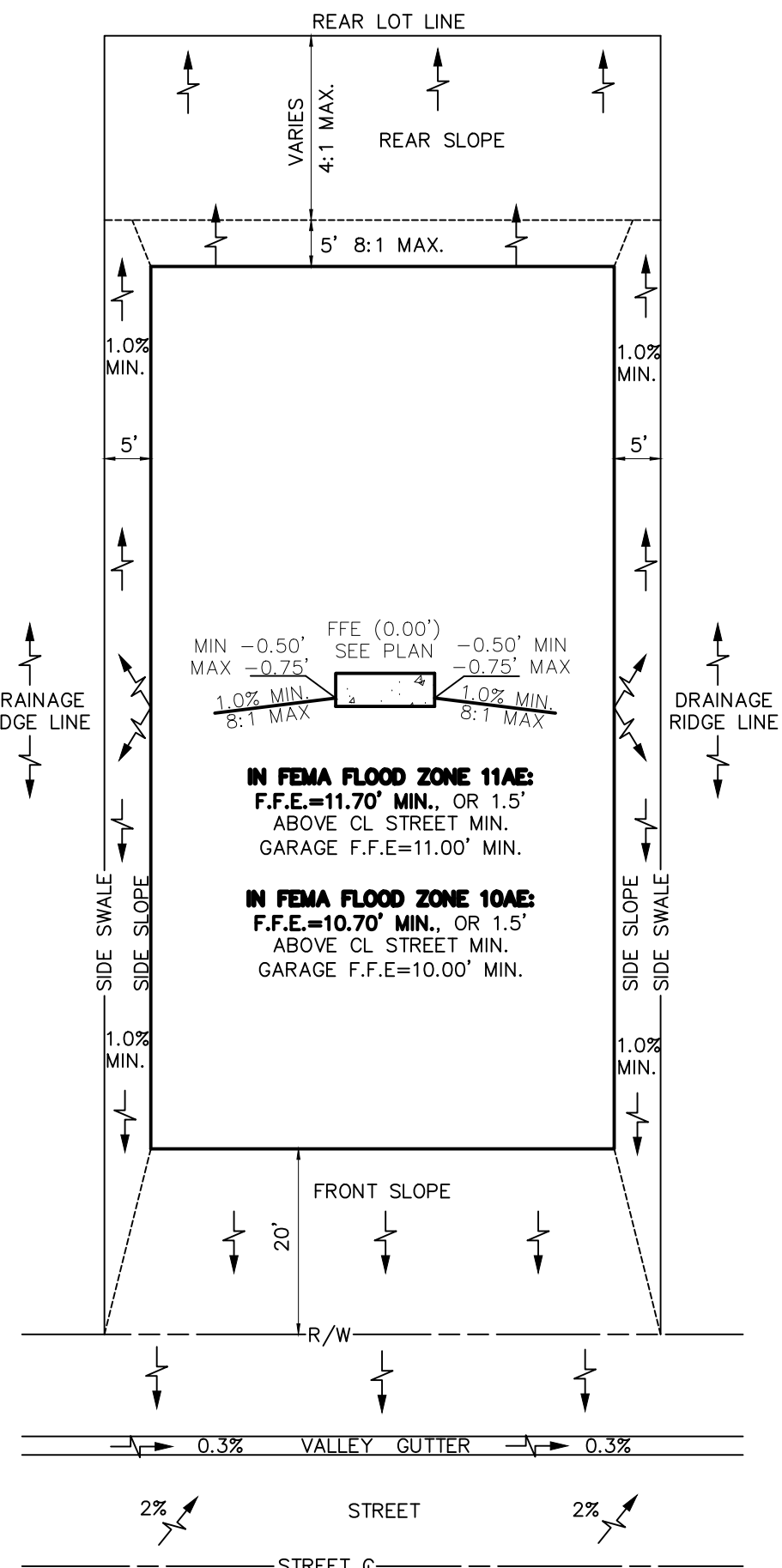
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PAVING, GRADING & DRAINAGE PLAN - NORTH
ISLAND LAKES AT COCO BAY
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
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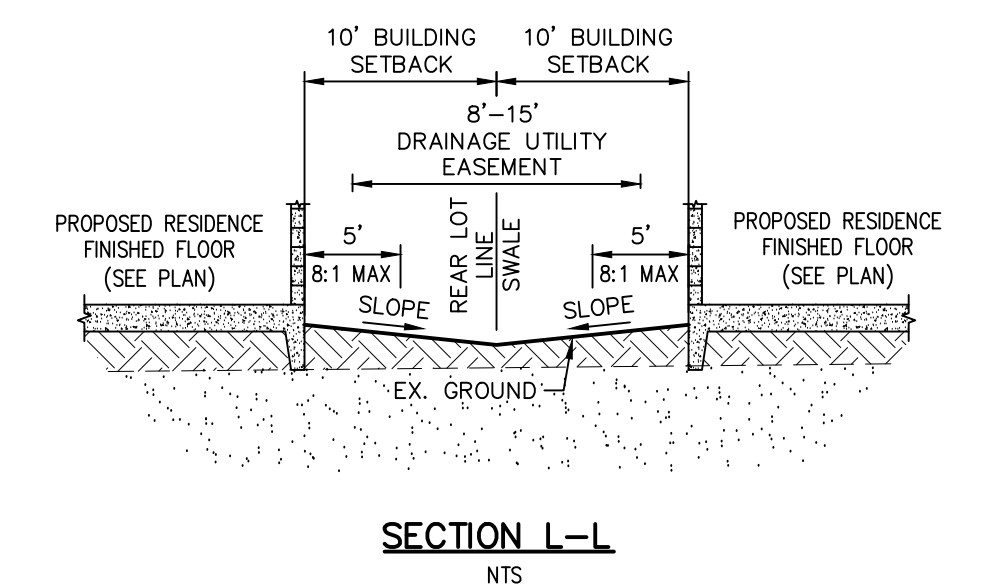
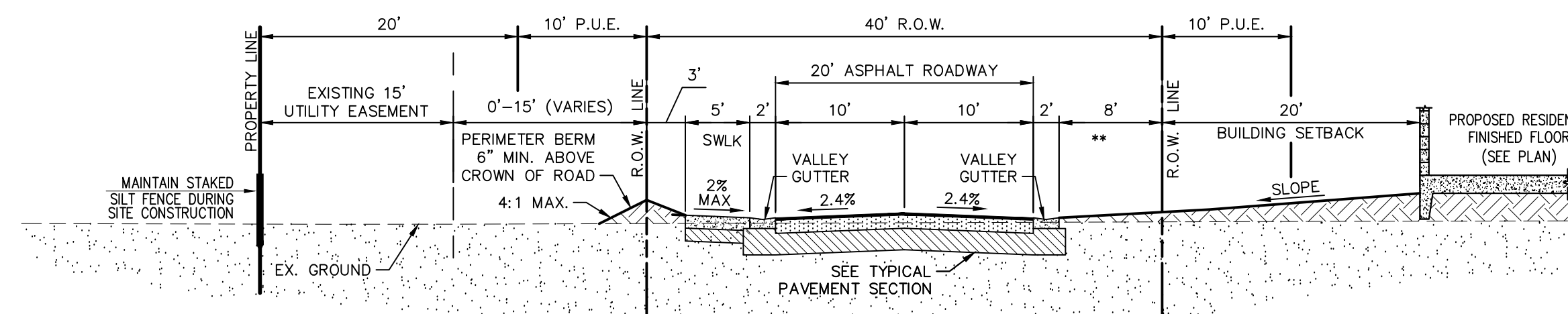
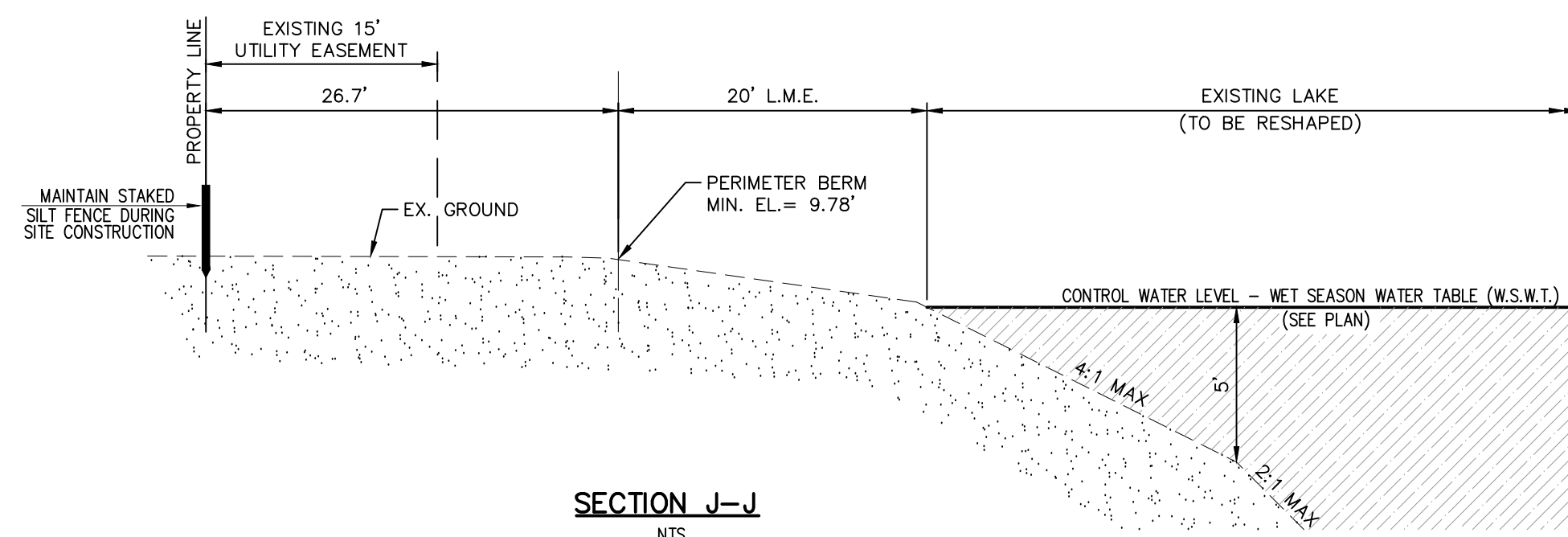
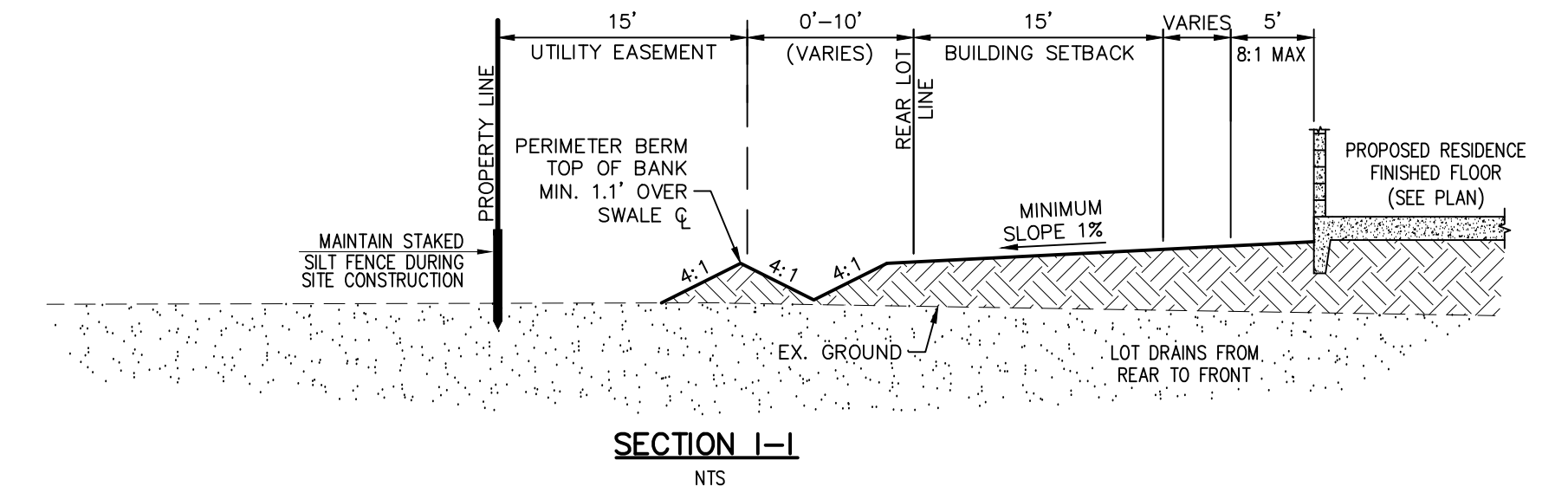
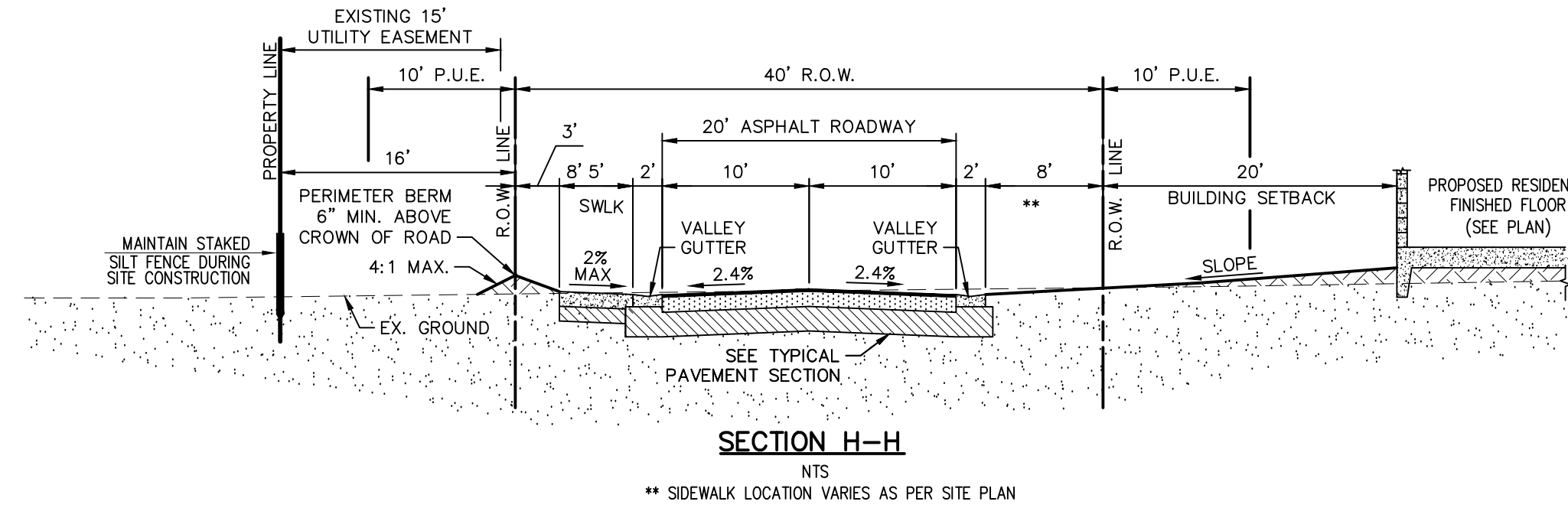
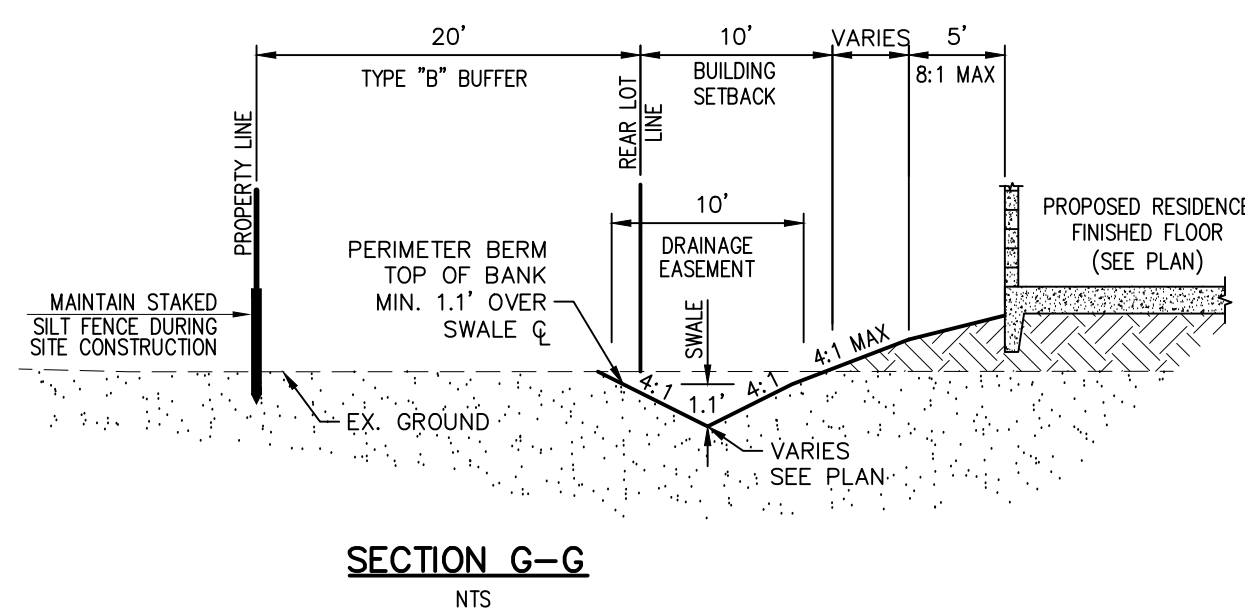
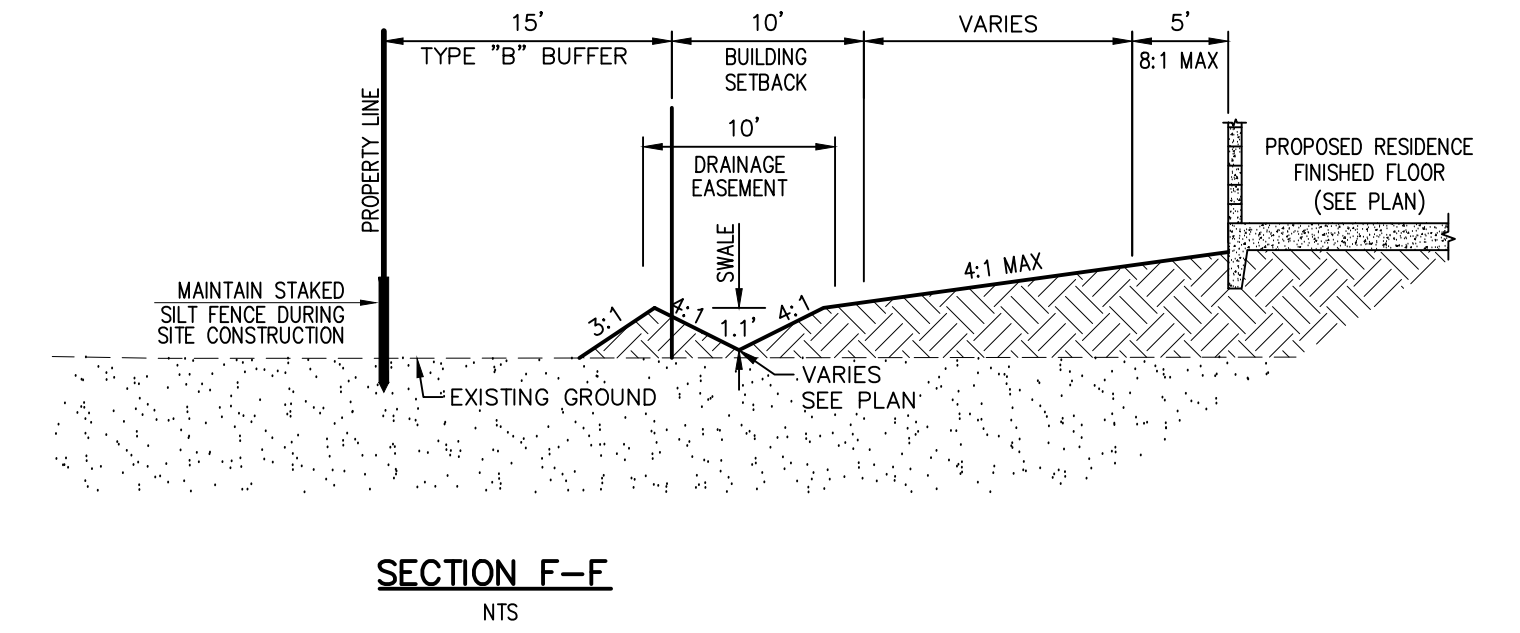
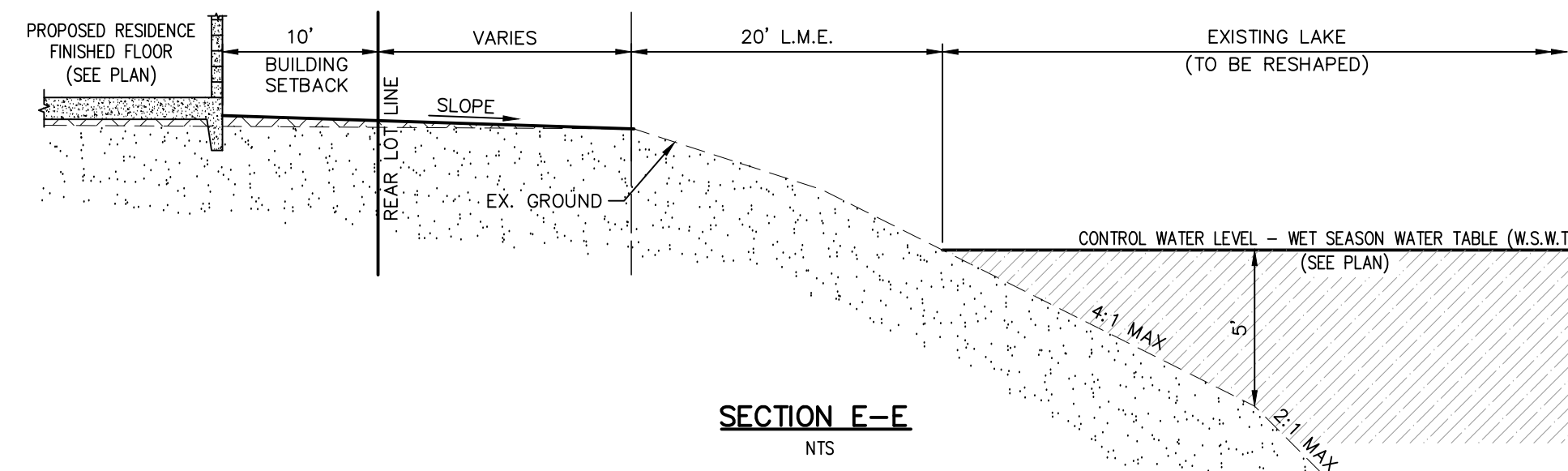
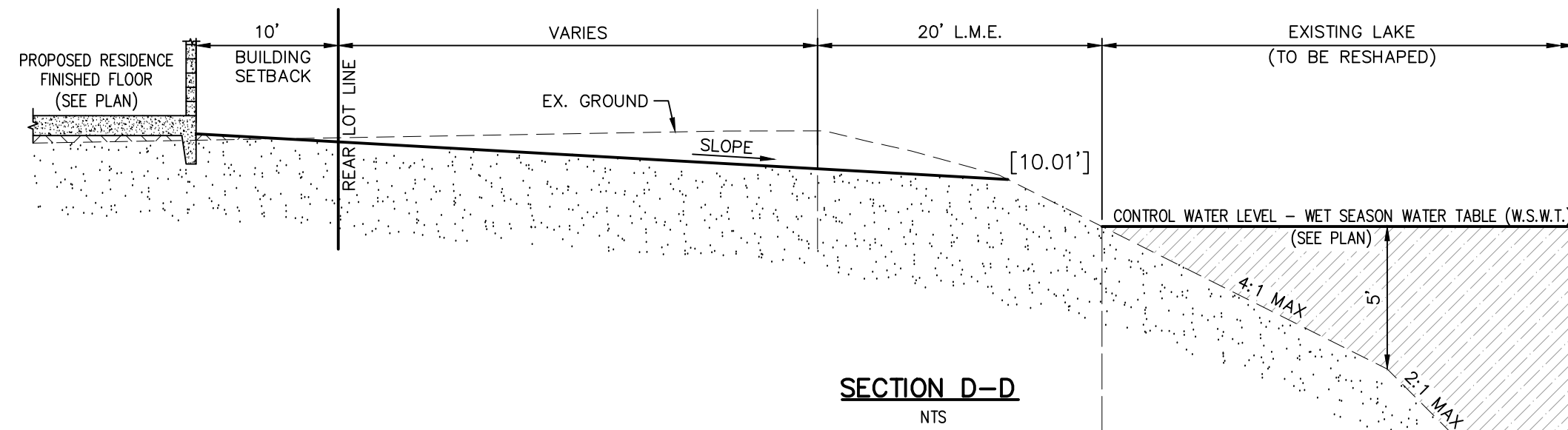
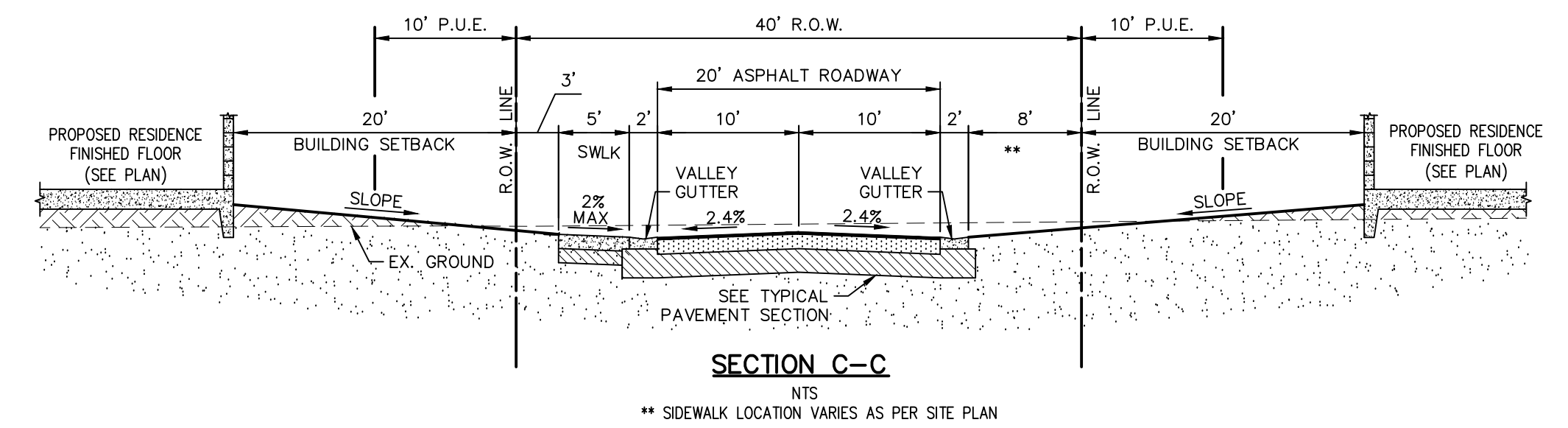
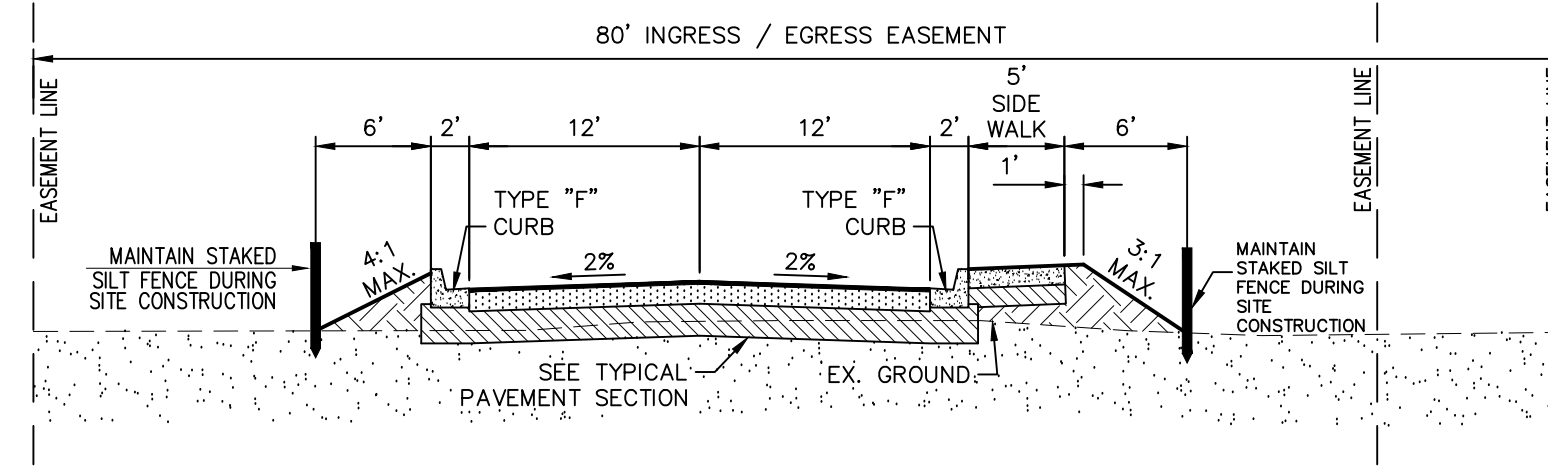
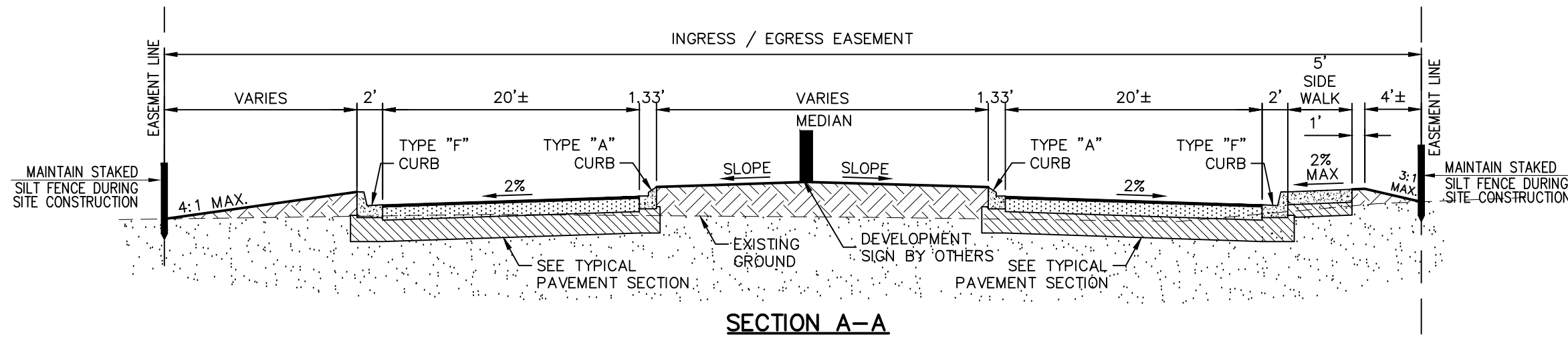
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TYPICAL SECTIONS #1
ISLAND LAKES AT COCO BAY
CHARLOTTE COUNTY, FLORIDA

DATE	PROJECT	DRAWING	DESIGN	DRAWN	CHECKED	SCALE	SHEET
----	4031L	_SEC	TBV	TBV	TRR	N.T.S.	13

PREPARED FOR:

LENNAR HOMES, LLC
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4161 TAMAMI TRAIL - BLDG 5 UNIT 501
PORT CHARLOTTE, FLORIDA 33952
PHONE: (941) 625-1165 FAX: (941) 625-1149
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6690
WWW.BANKSENG.COM

THIS ITEM HAS BEEN
DIGITALLY SIGNED & SEALED
BY TODD R. REBOL, P.E. ON
THE DATE ADJACENT TO THE
SEAL. PRINTED COPIES OF
THIS DOCUMENT ARE NOT
CONSIDERED SIGNED &
SEALED & THE SIGNATURE
MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.
TODD R. REBOL, P.E.
LICENSE NO. 64040

Attachment 6

FDEP Notifications of Completion of Construction for a Domestic Wastewater Collection/Transmission System

From: no-reply@dep.state.fl.us
To: [Davis Johanson](#)
Cc: SD_newapps@floridadep.gov; Scott.edwards@lennar.com; kledford@ewdfi.com; kledford@ewdfi.com; [Michael Giardullo](#); [Davis Johanson](#)
Subject: Wastewater Notification Received - Facility ID: FLA014126
Date: Wednesday, January 15, 2025 10:39:24 AM
Attachments: [ATT00001.bin](#)



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Receipt for Notification Submission

January 15, 2025

Davis Johanson

ENGLEWOOD WATER DISTRICT WRF - FLA014126
140 TELMAN RD
PLACIDA, FL

This is to acknowledge that your Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System was received on **January 15, 2025**.

The form and supporting information fulfills the requirements to notify DEP the domestic wastewater collection/transmission system described below has been constructed in accordance with the associated DEP Permit Number and related plans and materials.

DEP may contact you for additional information. If you indicated substantial deviations and you do not hear from your district office, your project may be placed into service 10 days from the date of this letter. If you did NOT indicate substantial deviations and you do not hear from your district office, your project may be placed into service 3 days from the date of this letter.

This Clearance Notification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, city, etc.) that may be required for the project.

In support of your notification you provided the following information:

Construction Permit Number:	043770-177-DWC/CM
Project Name:	Island Lakes Estates Vacuum Sewer
Project Location:	4275 Placida Rd, Englewood, FL 34224
Permittee:	Scott Edwards, Lennar Homes LLC
Collection System Owner:	Englewood Water District
Treatment Facility:	ENGLEWOOD WATER DISTRICT WRF - FLA014126
Clearance Type:	Final Clearance
Submitter Indicated Substantial Deviations?:	No
Substantial Deviations (when applicable):	

Attachments:

File Description: Sewer Pressure Test

File Name: Coco Bay Phase 3 Vacuum Main Pressure Test.pdf

File Hash: f52b7bbc8f80b67338ef2cc7e8208a3a53a4c373585f8ebefb1b9513b161c131

Attachments:

File Description: Record Drawings

File Name: Coco Bay Phase 3 Utility Record Drawings.pdf

File Hash: e29d9aa5293534c483fc1246f96c5b0f993328ab9b097c25b20171b7e512ece0

Attachments:

File Description: Sewer Cert App

File Name: Coco Bay Phase 3 FDEP Sewer Certification App.pdf

File Hash: 280192ca7be9614edb59f9043e20f940dfea4618b9553749f052d3b8c8cc1131

Attachments:

File Description: FDEP Sewer Permit

File Name: Coco Bay FDEP Sewer Permit No043770-177-DWC-CM.pdf

File Hash: 5bc68b3d9939cfc505cb5c5ed0510b03439f6d71205e2789c44434e1f93ece51

All files related to your facility may be viewed at our Departmental Information Portal:

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/FLA014126/facility!search>

Please allow up to three (3) business days for the above documents to appear.

Staff will notify you of any additional information that may be required to complete your notification.

The Office for your project is:

South District

SD_newapps@floridadep.gov

Please contact this Office for any questions regarding your project.



Attachment 7
**As-Built Certification and Request for Conversion to
Operation Phase**

As-Built Certification And Request for Conversion to Operation Phase

Instructions: Complete and submit this page within 30 days of completion of the entire project, or any independent portion of the project, as required by the permit conditions. The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the project, system, works, or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No: _____ Application No: _____ Permittee: _____
Project Name: _____ Phase or Independent Portion (if applicable): _____

I HEREBY CERTIFY THAT (please check only one box):

- ☐ To the best of my knowledge, information, and belief, construction of the project has been completed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached are documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. Any deviations or independent phasing will not prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. (Contact the permitting agency to determine whether a modification of the permit will be required in accordance with Rule 62-330.315, F.A.C.) Attached is a description of substantial deviations, a set of as-built drawings, and documents to demonstrate satisfaction of the outstanding permit conditions, other than long term monitoring and inspection requirements.
- ☐ Construction of the project was NOT completed in substantial conformance with the plans and specifications permitted by the Agency. There are substantial deviations that prevent the project from functioning in compliance with the requirements of Chapter 62-330, F.A.C. I acknowledge that corrections to the project and/or a modification of the permit will likely be required, and that conversion to the operation phase cannot be approved at this time. As-built or record drawings reflecting the substantial deviations are attached.

For activities that require certification by a registered professional:

By: _____ (Print Name) (Fla. Lic. or Reg. No.)
Signature

(Company Name)

(Company Address)

(Telephone Number)

(Email Address)

AFFIX SEAL

(Date)

For activities that do not require certification by a registered professional:

By: _____ (Print Name)
Signature
(Company Name) (Company Address)



Attachment 8
Public Works Department Approval

RE: FP-15-07-02 Island Lakes at Coco Bay Bond Reduction

From Benjamin, Roy <Roy.Benjamin@charlottecountyfl.gov>

Date Wed 4/30/2025 8:03 AM

To Shao, Jenny <Jenny.Shao@charlottecountyfl.gov>

Cc Benjamin, Roy <Roy.Benjamin@charlottecountyfl.gov>

Approved in Accela. No comments or concerns.

If you have further concerns please contact me at the information below.

Best Regards,

Roy Benjamin
Construction Services Manager
Charlotte County Public Works
410 Taylor Road, Unit 104
Punta Gorda, Florida 33950
Roy.benjamin@charlottecountyfl.gov

Office (941) 575-3628

Cell (941) 628-8065

Fax (941) 575-3664

To Exceed Expectations in the Delivery of Public Services"



From: Shao, Jenny <Jenny.Shao@charlottecountyfl.gov>

Sent: Tuesday, April 29, 2025 10:35 AM

To: Benjamin, Roy <Roy.Benjamin@charlottecountyfl.gov>

Subject: FP-15-07-02 Island Lakes at Coco Bay Bond Reduction

Good morning,

Lennar Homes, LLC is requesting a bond reduction for FP-15-07-02 Island Lakes at Coco Bay. The Accela reference # is BRR-25-08 and I have assigned the review to you.

Please let me know if the standards of approval have been met for the reduction of the bond or if more information is required.