MEMORANDUM

To: Ed Hunzeker
    County Administrator

Thru: Chad Butzow, Interim Director
      Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr.
       Jane Oliver, Bond Coordinator
       Public Works Department

Date: December 18, 2018

Subject: LAKE VIEW ESTATES AT THE LAKE CLUB
         PDMU-92-01/17-S-46 (F)
         RELEASE PORTION OF PERFORMANCE AGREEMENT
         RELEASE SURETY BOND
         ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
         ACCEPT SURETY BOND
         ACCEPT BILL OF SALE

On February 13, 2018, the Board of County Commissioners accepted the Agreement for Private Subdivision with Public Improvements securing potable water and sanitary sewer improvements for the above referenced project. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements in order to release the performance portion (public improvements); and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

NOTE: PUBLIC IMPROVEMENTS AGREEMENT remains in place securing the defect security portions of agreement.

- Authorization to release and return the Surety Bond, and any Riders associated with this Surety, in conjunction with the performance portion of the Agreement for Private Subdivision with Public Improvements. Documents will be returned to Brian Stock with SD TLC Holdings, LLC located at 2639 Professional Circle, Suite 101, Naples, FL 34119;

  - Surety Bond No. 1154875 issued through Lexon Insurance Company;
• **Amount** of Performance Bond $1,458,683.60;

• **Accept, and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Private Subdivision with Public Improvements* accepted by the Board of County Commissioners on February 13, 2018, securing potable water and sanitary sewer improvements;

• **Surety Bond No.** 1156644 issued through Lexon Insurance Company;

• **Amount** of Defect Security $112,206.50;

• **Accept and Execute** Bill of Sale.

**Instructions to Board Records**
Copies of release request to: Julie Jensvold ([Julie.jensvold@manateeclerk.com](mailto:Julie.jensvold@manateeclerk.com)), Danielle Heaton ([Danielle.heaton@manateeclerk.com](mailto:Danielle.heaton@manateeclerk.com)), Robin Hamilton ([Robin.hamilton@manateeclerk.com](mailto:Robin.hamilton@manateeclerk.com)), Roger King. ([rking@stockdevelopment.com](mailto:rking@stockdevelopment.com)), and Jane Oliver ([jane.oliver@mymanatee.org](mailto:jane.oliver@mymanatee.org)).

MANATEE COUNTY, a political subdivision of the State of Florida
By: Board of County Commissioners

By: [Signature]
County Administrator, per R-14-86

CB/CM/mjo

cc: Records Management
Claudia Campos, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director – Engineering Services
Myra Prater, Maintenance Operations Division Manager
Ken LaBarr, Infrastructure Inspections Division Manager
Roger King, Stock Development

Attachments
Lake View Estates at the Lake Club  
Private Residential Project w/Public Improvement  
Potable Water, Sanitary Sewer  
**DEFECT – Potable Water, Sanitary Sewer**

**EXHIBIT “B-1”**  
**IMPROVEMENTS**

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Potable Water, Sanitary Sewer</td>
<td>$1,458,683.60</td>
</tr>
<tr>
<td>2 <strong>DEFECT</strong></td>
<td>$112,206.50</td>
</tr>
<tr>
<td>Potable Water, Sanitary Sewer</td>
<td></td>
</tr>
</tbody>
</table>
May 01, 2018

Stantec Consulting Services, Inc.
Attn: Mr. Geza F. Bankuty, P.E.
5900 Professional Pkwy East
Sarasota, FL 34240

(Geza.Bankuty@stantec.com)

RE: LAKE VIEW ESTATES AT THE LAKE CLUB – (Private Subdivision)
(PDMU-92-01/17-S-46(F)) (DTS #20170515)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Potable Water, Sanitary Sewer)

Dear Mr. Bankuty:

Your cost estimate for the above referenced bond, dated April 09, 2018, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of $112,206.50 which is 10% of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

[Signature]

Sia Mollanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/jsh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works
Diana Lonergan, Planner, Building and Development Services
Site Development Cost Breakdown Summary

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$319,959.72</td>
</tr>
<tr>
<td>Sanitary</td>
<td>$802,104.58</td>
</tr>
<tr>
<td><strong>Total Cost Opinion</strong></td>
<td><strong>$1,122,064.30</strong></td>
</tr>
<tr>
<td><strong>Total x 10%</strong></td>
<td><strong>$112,206.50</strong></td>
</tr>
</tbody>
</table>

Certificate of Cost

I, Geza F. Bankuty, Jr., P.E., hereby submit that my opinion of cost for the improvements itemized herein is One Million One Hundred Twenty Two Thousand Sixty Four Dollars and Thirty Cents ($1,122,064.30).

Furthermore, as required by Manatee County Land Development Code Section 337.6, 10% of these costs, specifically, One Hundred Twelve Thousand Two Hundred Six Dollars and Fifty Cents ($112,206.50), is the required amount of the defect security.

Signed and sealed on this 9th day of April, 2018

Signed: Geza F. Bankuty, Jr., P.E.,
Florida Licensed Engineer No. 62295
Certificate of Authorization No. 27013
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>6&quot; DIP Water Main (C150/C151, Class 350)</td>
<td>20</td>
<td>LF</td>
<td>$29.16</td>
<td>$583.20</td>
</tr>
<tr>
<td>8&quot; PVC Water Main (C-900, Class 230)</td>
<td>2,071</td>
<td>LF</td>
<td>$22.31</td>
<td>$46,204.01</td>
</tr>
<tr>
<td>6&quot; PVC Water Main (C-900, Class 230)</td>
<td>6,892</td>
<td>LF</td>
<td>$16.25</td>
<td>$111,995.00</td>
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<tr>
<td>8&quot; Gate Valve with Box</td>
<td>3</td>
<td>EA</td>
<td>$1,491.24</td>
<td>$4,473.72</td>
</tr>
<tr>
<td>6&quot; Gate Valve with Box</td>
<td>15</td>
<td>EA</td>
<td>$1,231.86</td>
<td>$18,477.90</td>
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<tr>
<td>Fire Hydrant complete</td>
<td>13</td>
<td>EA</td>
<td>$5,029.36</td>
<td>$65,381.68</td>
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<tr>
<td>Lift Station Water Service (complete)</td>
<td>1</td>
<td>LS</td>
<td>$1,622.61</td>
<td>$1,622.61</td>
</tr>
<tr>
<td>Single Water Service (Long)</td>
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<td>EA</td>
<td>$966.70</td>
<td>$966.70</td>
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<tr>
<td>Single Water Service (Short)</td>
<td>41</td>
<td>EA</td>
<td>$789.78</td>
<td>$32,380.98</td>
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<tr>
<td>Double Water Service (Long)</td>
<td>4</td>
<td>EA</td>
<td>$1,291.32</td>
<td>$5,165.28</td>
</tr>
<tr>
<td>Double Water Service (Short)</td>
<td>9</td>
<td>EA</td>
<td>$1,182.00</td>
<td>$10,638.00</td>
</tr>
<tr>
<td>12&quot;x6&quot; Tapping Sleeve (complete)</td>
<td>1</td>
<td>EA</td>
<td>$2,973.49</td>
<td>$2,973.49</td>
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<tr>
<td>Tap Existing 12&quot; PVC Water Main</td>
<td>1</td>
<td>LS</td>
<td>$2,984.85</td>
<td>$2,984.85</td>
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<tr>
<td>Connect To 8&quot; PVC Water Main</td>
<td>1</td>
<td>LS</td>
<td>$3,683.79</td>
<td>$3,683.79</td>
</tr>
<tr>
<td>Connect To Existing 10&quot; PVC Water Main</td>
<td>1</td>
<td>LS</td>
<td>$3,931.29</td>
<td>$3,931.29</td>
</tr>
<tr>
<td>4&quot; Temporary Jumper (Including removal)</td>
<td>1</td>
<td>EA</td>
<td>$6,869.61</td>
<td>$6,869.61</td>
</tr>
<tr>
<td>2&quot; Blow-off</td>
<td>1</td>
<td>EA</td>
<td>$1,622.61</td>
<td>$1,622.61</td>
</tr>
</tbody>
</table>

TOTAL POTABLE WATER: $319,959.72
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>10&quot; PVC Gravity Main (10' - 12' cut)(SDR 26)</td>
<td>14</td>
<td>LF</td>
<td>$41.54</td>
<td>$581.56</td>
</tr>
<tr>
<td>10&quot; PVC Gravity Main (12' - 14' cut)(SDR 26)</td>
<td>16</td>
<td>LF</td>
<td>$60.35</td>
<td>$1,066.30</td>
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<tr>
<td>8&quot; PVC Gravity Main (0' - 6' cut)(SDR 26)</td>
<td>93</td>
<td>LF</td>
<td>$18.27</td>
<td>$1,699.11</td>
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<tr>
<td>8&quot; PVC Gravity Main (6' - 8' cut)(SDR 26)</td>
<td>1,339</td>
<td>LF</td>
<td>$25.20</td>
<td>$33,742.80</td>
</tr>
<tr>
<td>8&quot; PVC Gravity Main (8' - 10' cut)(SDR 26)</td>
<td>2,510</td>
<td>LF</td>
<td>$32.13</td>
<td>$80,646.30</td>
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<tr>
<td>8&quot; PVC Gravity Main (10' - 12' cut)(SDR 26)</td>
<td>1,380</td>
<td>LF</td>
<td>$39.06</td>
<td>$53,902.80</td>
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<tr>
<td>8&quot; PVC Gravity Main (12' - 14' cut)(SDR 26)</td>
<td>995</td>
<td>LF</td>
<td>$57.87</td>
<td>$57,580.65</td>
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<tr>
<td>8&quot; PVC Gravity Main (14' - 16' cut)(SDR 26)</td>
<td>1,049</td>
<td>LF</td>
<td>$69.75</td>
<td>$73,167.75</td>
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<tr>
<td>8&quot; PVC Gravity Main (16' - 18' cut)(SDR 26)</td>
<td>333</td>
<td>LF</td>
<td>$81.63</td>
<td>$27,182.79</td>
</tr>
<tr>
<td>8&quot; PVC Gravity Main (18' - 20' cut)(SDR 26)</td>
<td>182</td>
<td>LF</td>
<td>$93.51</td>
<td>$17,018.82</td>
</tr>
<tr>
<td>8&quot; PVC Gravity Main (20' - 22' cut)(SDR 26)</td>
<td>107</td>
<td>LF</td>
<td>$105.39</td>
<td>$11,276.73</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (6' - 8' cut)</td>
<td>8</td>
<td>EA</td>
<td>$3,325.31</td>
<td>$26,602.48</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (6' - 8' cut) (Lined)</td>
<td>2</td>
<td>EA</td>
<td>$7,895.45</td>
<td>$15,790.90</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (8' - 10' cut)</td>
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<td>EA</td>
<td>$3,728.12</td>
<td>$33,553.08</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (10' - 12' cut)</td>
<td>8</td>
<td>EA</td>
<td>$4,547.90</td>
<td>$36,383.20</td>
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<tr>
<td>Sanitary Manhole 4' Diameter (12' - 14' cut)</td>
<td>4</td>
<td>EA</td>
<td>$4,891.95</td>
<td>$19,567.80</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (14' - 16' cut)</td>
<td>3</td>
<td>EA</td>
<td>$5,562.71</td>
<td>$16,688.13</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (16' - 18' cut)</td>
<td>2</td>
<td>EA</td>
<td>$6,088.30</td>
<td>$12,176.60</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (18' - 18' cut) (Drop/Lined)</td>
<td>1</td>
<td>EA</td>
<td>$12,808.19</td>
<td>$12,808.19</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (18' - 20' cut)</td>
<td>1</td>
<td>EA</td>
<td>$6,925.76</td>
<td>$6,925.76</td>
</tr>
<tr>
<td>Sanitary Manhole 4' Diameter (20' - 22' cut) (Lined)</td>
<td>1</td>
<td>EA</td>
<td>$14,575.73</td>
<td>$14,575.73</td>
</tr>
<tr>
<td>Line Existing Manhole #6-0</td>
<td>1</td>
<td>EA</td>
<td>$4,197.60</td>
<td>$4,197.60</td>
</tr>
</tbody>
</table>
## SANITARY SEWER

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Sanitary Service</td>
<td>10</td>
<td>EA</td>
<td>$ 863.85</td>
<td>$ 6,638.50</td>
</tr>
<tr>
<td>Double Sanitary Service</td>
<td>29</td>
<td>EA</td>
<td>$ 878.98</td>
<td>$ 25,490.42</td>
</tr>
<tr>
<td>Lift Station (Complete)</td>
<td>1</td>
<td>LS</td>
<td>$ 181,686.38</td>
<td>$ 181,686.38</td>
</tr>
<tr>
<td>4&quot; PVC Force Main (DR-18)</td>
<td>2,720</td>
<td>LF</td>
<td>$ 8.03</td>
<td>$ 21,841.60</td>
</tr>
<tr>
<td>4&quot; Gate Valve with Box</td>
<td>3</td>
<td>EA</td>
<td>$ 987.05</td>
<td>$ 2,901.15</td>
</tr>
<tr>
<td>Connect to Existing 10&quot; PVC Gravity Main</td>
<td>1</td>
<td>LS</td>
<td>$ 4,544.10</td>
<td>$ 4,544.10</td>
</tr>
<tr>
<td>Remove Existing 10&quot; PVC Sanitary Stub-out and Connect to Existing Sanitary Manhole #6-0</td>
<td>1</td>
<td>LS</td>
<td>$ 1,747.35</td>
<td>$ 1,747.35</td>
</tr>
<tr>
<td><strong>TOTAL SANITARY SEWER</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$ 802,104.58</strong></td>
</tr>
</tbody>
</table>
Lake View Estates at the Lake Club
Private Residential Project w/Public Improvement
Potable Water, Sanitary Sewer
DEFECT – Potable Water, Sanitary Sewer

EXHIBIT “B-2”
IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT
PRELIMINARY PLAT AND
REVISED PRELIMINARY SITE PLAN/FINAL SITE PLAN/CONSTRUCTION PLANS FOR
LAKE VIEW ESTATES
(F.K.A. GRANDVIEW AT THE LAKE CLUB)

LOCATED WITHIN
SECTION 34, TOWNSHIP 35 SOUTH, RANGE 10 EAST
MANATEE COUNTY, FLORIDA

A DEVELOPMENT BY
SD TLC HOLDINGS, LLC
2629 PROFESSIONAL CIRCLE, SUITE 101
NAPLES, FL 34109
(239) 449-5225

INDEX TO SHEETS

NOTES

All notes and proposed locations on the plans
override the notes of the submitted plat.

LOCATION MAP

VELOCITY MAP

Stantec

50 Paris Professional Parkway East, Sarasota, FL 34240-6444
Phone 941-907-4800 • Fax 941-907-4810
Certificate of Authorization 42012 • www.stantec.com

Stantec

50 Paris Professional Parkeway East, Sarasota, FL 34240-6444
Phone 941-907-4800 • Fax 941-907-4810
Certificate of Authorization 42012 • www.stantec.com
<table>
<thead>
<tr>
<th>Bond / LoC</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surety Bond No. 1154875, Issued through Lexon Insurance Company</td>
<td>$1,458,683.60</td>
</tr>
<tr>
<td>DEFECT</td>
<td>$112,206.50</td>
</tr>
<tr>
<td>Surety Bond No. 1156644, Issued through Lexon Insurance Company</td>
<td></td>
</tr>
</tbody>
</table>
SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. 1156644

PROJECT NAME: Lake View Estates at
The Lake Club

KNOW ALL MEN BY THESE PRESENT:

That the Developer, SD TLC Holdings, LLC as Principal,
and Lexon Insurance Company, a Surety Company, duly
authorized to transact business in the State of Florida, are held and firmly bound unto the County of
Manatee, State of Florida, as Obligee, in the sum of $112,206.50 (Numbers)
One Hundred Twelve Thousand, Two Hundred Six and 50/100--------- (Words) for which sum we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by
these presents for the specific benefit of the County in accordance with the conditions set forth herein
and in "Agreement for Public Subdivision Improvements" dated February 13, 2018
and recorded in O.R. Book 2714 , Page 2856 , PRMCF ("Agreement").

THE CONDITION of the above obligation is such that, Whereas the Principal has entered
the Agreement with the obligation to warrant those Required Improvements which the Principal is
presently requesting the Obligee to accept for maintenance to be free from defects or failures
involving construction, design, or materials.

NOW THEREFORE, if the Obligee's inspection of the Required Improvements finds no
defects within thirty six (36) months from the date of the Obligee's approval and acceptance of those
Required Improvements, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect. In the event the Defects are not remedied in accordance with the
terms of the "Agreement", which is hereby incorporated herein by reference, the Surety will
forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said
sum specified above. The amount of money required to repair the defects shall be at the sole
discretion of the County. Means of notification of intent to collect shall be by certified mail to the
Surety at the address on page 2 (insert page number for surety address). Payment will be
made to the County within thirty (30) days by certified check drawn on behalf of the Board of
County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of
whatever nature, in connection with this Bond and the Agreement shall be filed in the Twelfth
Judicial Circuit in and for Manatee County, Florida.
INSURANCE COMPANY SIGNATURE FORM

FOR:  Lake View Estates at The Lake Club  
      (Name of Project)  
BOND NO.  1156644  

SIGNED AND SEALED this 30th day of July , 2018  

Lexon Insurance Company  
Surety Company Name:  
By:  Sandra L. Fusinetti  
   Signature - As its Agent  
Sandra L. Fusinetti, Attorney-in-Fact  
Print Name & Title  
10002 Shelbyville Road, Suite 100  
Address  
Louisville  
City  
KY  
State  
40223  
Zip  

WITNESSES OR CORPORATE SEAL  

____________________________  
Signature  
____________________________  
Print Name  

____________________________  
Signature  
____________________________  
Print Name  

NOTARY ACKNOWLEDGMENT 

STATE OF:  Kentucky  
COUNTY OF  Jefferson  

The foregoing instrument was acknowledged before me this 30th day of 
   July , 2018 , by Sandra L. Fusinetti  
   as  
   Attorney-in-Fact  
   (Title), on behalf of the Surety identified herein, and who is 
   personally known to me or who has produced N/A  
   (Type of Identification) as identification.  

____________________________  
Notary Public  

Theresa Pickerrell  
Print Name of Notary  

Commission No.  544664  
My Commission Expires:  October 26, 2019  

Page 2 of 3
DEVELOPER SIGNATURE FORM

FOR: Lake View Estates at The Lake Club
BOND NO. 115644

SIGNED AND SEALED this 31st day of July, 2018
WITNESSES OR CORPORATE SEAL:

[Signature]
SD TLC Holdings, LLC

BY: Brian Stock
Signature

Title (If attorney-in-fact Attach Power of Attorney)

[Signature]

[Print Name]

Postal Address

[City] [State] [Zip]

STATE OF: Florida
COUNTY OF: Manatee
The foregoing instrument was acknowledged before me this 18th day of July, 2018, by Brian Stock, as , on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced (Type of Identification) as identification.

[Signature]
Judith M. Scale
Notary Public
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 18th day of July, 2018

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners

[Signature]
County Administrator

STATE OF: Florida
COUNTY OF: Manatee County
The foregoing instrument was acknowledged before me this 1st day of December, 2018, by Ed Hunzeker, as County Administrator, on behalf of Manatee County Board of County Commissioners, who is personally known to me or who has produced (Type of Identification) as identification.

[Signature]
Marianne Lopata
Notary Public
Page 3 of 3
POWER OF ATTORNEY

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $10,000,000.00 Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY

[Signature]
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

[Stamp]
AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY

[Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30th Day of July 2018

[Stamp]
SEAL

BY

[Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SD TLC Holdings, LLC a limited liability company, whose address is 2639 Professional Circle, Suite 101, Naples, Florida 34119 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: Lake View Estates at the Lake Club (Project Name):

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, including but not limited to (32 LF of 10" PVC gravity main, 7990 LF of 8" PVC gravity main, 2730 LF of 4" PVC force main and 1 lift station with a Hydromatic H4H pump with a 8.25" impeller) located within or upon that certain real property owned by the SELLER and described below;

2. All potable water lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, pump stations, facilities, equipment and appurtenances thereto, including but not limited to (2075 LF of 8" watermain, 6915 LF of 6" water main, 3 – 8" gate valves and 15 – 6" gate valves) located within or upon that certain real property owned by the SELLER and described below;

All on the property described in Exhibit “A”, attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.
IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 31st day of July, 2018.

Signed, sealed and delivered in the presence of Witnesses:

SD TLC Holdings, LLC
a Limited Liability Company

By: Brian Stock
Print Name: Brian Stock
as its: Manager

2639 Professional Circle, Suite 101
Postal Address
Naples, Florida, 34119
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of July, 2018, by Brian Stock as Manager of [name of company signing], a [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced _____________________________ as identification.

JUDITH M. SEALE
Notary Public - State of Florida
Commission # GG 027265
My Comm. Expires Sep 28, 2020
Booted through National Notary Assn.

NOTARY PUBLIC Signature

Judith M. Seale

Printed Name
WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this ______ day of ______________________, 20__.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: ____________________________
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this ______ day of December, 20__, by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification.

______________________________
NOTARY PUBLIC Signature

______________________________
Printed Name

MARIANNE LOPATA
Notary Public - State of Florida
Commission # F9 245219
My Comm. Expires Jun 29, 2019
Bonded through National Notary Assn.
Exhibit "A"

Legal Description

DESCRIPTION (as presented by the certifying Surveyor and Mapper):

A tract of land lying in Section 34, Township 35 South, Range 18 East, Manatee County, Florida and more particularly described as follows:

Commencing at the northwest corner of the plat of Lake Club, Phase II, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, also being the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 82°38'22"; (the following sixteen (16) calls are along the westerly boundary line of said plat of Lake Club, Phase II): (1) thence southeasterly along the arc of said curve, a distance of 60.84 feet said curve having a chord bearing and distance of 54°19'01"E., 72.32 feet to the point of compound curvature of a curve to the right having a radius of 459.50 feet and a central angle of 08°51'01"; (2) thence southerly along the arc of said curve, a distance of 70.98 feet to the point of tangency of said curve (3) thence S.07°51'05"W., a distance of 85.30 feet to the point of curvature of a curve to the right having a radius of 287.00 feet and a central angle of 24°31'26"; (4) thence southerly along the arc of said curve, a distance of 122.84 feet to the POINT OF BEGINNING said point also being the point of reverse curvature of a curve to the left having a radius of 325.00 feet and a central angle of 99°35'07"; (5) thence southerly along the arc of said curve, a distance of 559.21 feet to the point of tangency of said curve. (6) thence S.66°08'59"E., a distance of 123.61 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 54°37'32"; (7) thence southeasterly along the arc of said curve, a distance of 23.84 feet, to the point of reverse curvature of a curve to the left having a radius of 65.00 feet and a central angle of 66°54'50"; (8) thence southeasterly along the arc of said curve, a distance of 71.24 feet to the point of reverse curvature of a curve to the right having a radius of 25.00 feet and a central angle of 54°27'05"; (9) thence southeasterly along the arc of said curve, a distance of 23.78 feet to the end of said curve; (10) thence N.56°00'47"E., a line radial to the previously described curve a distance of 50.00 feet; (11) thence S.76°07'12"E., a distance of 45.50 feet; (12) thence S.55°44'08"W., a distance of 437.43 feet; (13) thence S.21°54'54"W., a distance of 1,107.09 feet; (14) thence S.36°53'26"W., a distance of 304.63 feet; (15) thence S.38°00'00"E., a distance of 303.25 feet; (16) thence N.90°00'00"E., a distance of 227.50 feet to a point on the northerly boundary line of the tract of land described in the Special Warranty Deed recorded in Official Records Book 2102, Page 4035 of the abovementioned Public Records; thence S.54°54'36"W., along said northerly boundary line, a distance of 292.35 feet; thence S.85°08'24"W., along said northerly boundary line and its westerly extension, a distance of 329.90 feet; thence S.00°00'00"E., a distance of 383.45 feet to the northerly right-of-way line of University Parkway, a 200.00-foot-wide public right-of-way as shown on the plat of Lake Club, Phase I recorded in Plat Book 47, Page 21 of said Public Records, also being the beginning of a non-tangent curve to the
left having a radius of 2,303.68 feet and a central angle of 04° 05'05". (the following two 
(2) calls are along said northerly right-of-way line) (1) thence westerly along the arc of 
said curve, a distance of 164.24 feet, said curve having a chord bearing and distance of 
S.74°24'32"W. 164.20 feet, to the point of tangency of said curve. (2) thence 
S.72°22'00"W. , a distance of 1,335.86 feet, thence N. 17°58'30"W. , a distance of 559.49 
feet, thence N.00°00'00"E. , a distance of 505.45 feet to the point of curvature of a curve 
the left having a radius of 500.00 feet and a central angle of 58°33'01". thence 
northerly along the arc of said curve and also partially along the northerly line of the 
plat of University Corners, Northeast Unit 1 as recorded in Plat Book 49. Page 101 of said 
Public Records, a distance of 510.95 feet to the point of tangency of said curve also 
being a point on the southerly line of the tract of land described in the Special Warranty 
Deed recorded in Official Records Book 1571, Page 4066 of said Public Records (the 
following four (4) calls are along the southerly and easterly boundary lines of said tract of 
land described in Official Records Book 1571, Page 4066). (1) thence S.58°33'01"E. , a 
distance of 7.99 feet to the point of curvature of a curve to the left having a radius of 
211.00 feet and a central angle of 21°25'31". (2) thence easterly along the arc of said 
curve a distance of 115.73 feet to the point of tangency of said curve. (3) thence 
S.89°58'32"E. , a distance of 38.37 feet. (4) thence N.00°01'28"E. , a distance of 391.85 
feet to the northeastern corner of said tract of land described in the Special Warranty Deed 
recorded in Official Records Book 1571, Page 4066. thence N.13°20'18"E. a distance of 
867.86 feet to the southeast corner of the tract of land described in the Special Warranty 
Deed recorded in Official Records Book 1528, Page 3248 of said Public Records thence 
N.00°45'04"W. along the east line of said tract of land recorded in Official Records Book 
1528. Page 3248, a distance of 140.69 feet; thence N.67° 27'35"E., a distance of 1,818.10 
feet to the POINT OF BEGINNING.

Said tract contains 5,070,298 square feet or 139.3548 acres, more or less
LAKE VIEW ESTATES
A SUBDIVISION LYING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

LAKEVIEW
SARASOTA COUNTY LOCATION MAP

TRADE DESIGNATIONS
Lot 300, Private Reserves, Orange and Utility Easement and Public Utility Easement (30 TLC Holdings, LLC to convey to Lake Club Homeowners’ Association, Inc., a Florida non-profit corporation to own and maintain)
Lot 400, 401, 402, 403, 404, 405, 406, and 407; Common Area; Livestock, Orange, and Utility Easement; (30 TLC Holdings, LLC to convey to Lake Club Homeowners’ Association, Inc., a Florida non-profit corporation to own and maintain)
Lot 500, 501, 502, 503, Lakes, Easements and Lakeshore Maintenance Easement (Lakewood Ranch Homeowners Association, Inc., to own and maintain)

CERTIFICATE OF ACCOMPLISHMENT
The dedication to Lakewood Ranch Homeowners Association, Inc., of an easement on the premises of the Lakewood Ranch Homeowners Association, Inc., was made on this 20th day of January, 2018.

STATE OF FLORIDA
COUNTY OF MANATEE
COUNTY SURVIVOR

I hereby certify that this work has been officially approved for record and all offices and agencies are hereby authorized to accept this instrument for record without further action or authorization.

J. Lee Murphy, Register of Deeds and Surveys
Manatee County, Florida
JLM600, JLM601, JLM602, JLM603, JLM604, and JLM605

NOTE
This subdivision plan has been recorded herein and is a true representation of the lots and easements to be created herein and shall be used as the basis for the surveying and the location of the lots and easements.

STATE OF FLORIDA
COUNTY OF MANATEE
COUNTY SURVIVOR

I hereby certify that this work has been officially approved for record and all offices and agencies are hereby authorized to accept this instrument for record without further action or authority.

J. Lee Murphy, Register of Deeds and Surveys
Manatee County, Florida
LAKE VIEW ESTATES
AT THE LAKE CLUB
A SUBDIVISION IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):
A tract of land lying in Section 34, Township 35 South, Range 19 East, Manatee County, Florida and more particularly described as follows:

Commencing at the northeast corner of the plot of Lake Club, Phase 4, recorded in Plat Book 53, Pages 1 through 27 of the Public Records of Manatee County, Florida, also being the point of origin of a curve to the right, having a radius of 50.00 feet and a central angle of 37.37;17',

the following points (10) shall be along the west boundary line of said plot of Lake Club, Phase 4:

(1) three feet southwesterly along the arc of said curve, a distance of 40.94 feet, and a central angle of 3.47;17'.
(2) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.
(3) three feet westerly along the arc of said curve, a distance of 20.00 feet, and a central angle of 7.20;17'.
(4) three feet northerly along the arc of said curve, a distance of 40.00 feet, and a central angle of 37.37;17'.
(5) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.
(6) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.
(7) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.
(8) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.
(9) three feet southeasterly along the arc of said curve, a distance of 50.00 feet, and a central angle of 37.37;17'.

Thus concluding the arc of said curve, a distance of 22.46 feet, and a central angle of 11.18;17'.

NOTE: Bearings shown hereon are based on the north line of University Parkway (90° true Public Right-of-Way) as shown on Sheet 49 of the plat of Lake Club, Phase 1, recorded in Plat Book 45, Pages 21-56, in the Public Records of Manatee County, Florida, having a bearing of 172°37'30" and are based on the Florida West Grid Plane Coordinate System.

The data herein shown herein are reliable to the extent of 90 degrees and 90 degrees north, being the bearing of 89°40'36" north, having an accuracy of ±0.01 feet.

NOTE: The data herein shown herein are reliable to the extent of 90 degrees and 90 degrees north, being the bearing of 89°40'36" north, having an accuracy of ±0.01 feet.

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NOTE: The data herein shown herein are reliable to the extent of 90 degrees and 90 degrees north, being the bearing of 89°40'36" north, having an accuracy of ±0.01 feet.
LAKE VIEW ESTATES AT THE LAKE CLUB, LUCERNE LOOP
A REPLAT OF LOTS 52 THROUGH 88, TRACT 404 AND TRACT 502 OF LAKEVIEW ESTATES AT THE LAKE CLUB, AS RECORDED IN PLAT BOOK 62, PAGE 171, A SUBDIVISION LIVING IN SECTION 34, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

DESCRIPTION (as prepared by the certifying Surveyor and Register):

A tract of land containing all of Lots 52 through 88, inclusive, Tract 404 and Tract 502, Lake View Estates at the Lake Club, as recorded in Plat Book 62, Page 171, in the Public Records of Manatee County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of said Lot 52, there being a point on the southerly right-of-way line of Caro Circle (Tract 300, a 50.00-foot-wide Public Right-of-Way, Drainage and Utility Easement, and Public Utility Easement); thence N.88°11'08"W., along said southerly right-of-way line, a distance of 178.00 feet to the point of curvature of a curve to the right having a radius of 25.00 feet and a central angle of 90°90'00", there being a point on the westerly right-of-way line of Lucerne Loop (Tract 300, a 50.00-foot-wide Public Right-of-Way, Drainage and Utility Easement, and Public Utility Easement); thence along the westerly, northerly and easterly right-of-way lines of said Lucerne Loop for the following thirteen (13) feet:

(1) thence southeasterly along the arc of said curve, a distance of 35.27 feet to the point of tangency of said curve; (2) thence S.01°48'57"W., a distance of 35.05 feet to the point of curvature of a curve to the left having a radius of 550.00 feet and a central angle of 13°49'00"; (3) thence southerly along the arc of said curve, a distance of 124.85 feet to the point of tangency of said curve;

(4) thence S.17°38'00"E., a distance of 356.50 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00";

(5) thence southwesterly along the arc of said curve, a distance of 471.24 feet to the point of tangency of said curve; (6) thence N.72°22'07"W., a distance of 133.60 feet to the point of curvature of a curve to the right having a radius of 300.00 feet and a central angle of 90°00'00"; (7) thence northwesterly along the arc of said curve, a distance of 471.34 feet to the point of tangency of said curve; (8) thence N.17°38'00"W., a distance of 37.55 feet to the point of curvature of a curve to the right having a radius of 550.00 feet and a central angle of 17°38'00"; (9) thence northerly along the arc of said curve, a distance of 153.48 feet to the point of tangency of said curve; (10) thence N.00°30'00"S., a distance of 514.82 feet to the point of curvature of a curve to the right having a radius of 100.00 feet and a central angle of 26°55'50"; (11) thence northeasterly along the arc of said curve, a distance of 46.99 feet to the point of tangency of said curve; (12) thence N.26°55'50"W., a distance of 2.75 feet to the point of curvature of a curve to the right having a radius of 35.00 feet and a central angle of 78°27'47"; (13) thence northwesterly along the arc of said curve, a distance of 34.24 feet to the point of reverse curvature of a curve to the left having a radius of 225.00 feet and a central angle of 11°17'09"; said point also being a point on the aforementioned southerly right-of-way line of Caro Circle; thence along said southerly right-of-way line for the following two (2) feet:

(1) thence easterly along the arc of said curve, a distance of 67.65 feet to the point of tangency of said curve; (2) thence N.88°11'08"W., a distance of 285.14 feet to the POINT OF BEGINNING.

NOTES:

Bearings shown hereon are based on the west line of Lakeview Estates at Lake Club, recorded in Plat Book 62, Page 171, in the Public Records of Manatee County, Florida, having a bearing of N.17°38'00"W. and one based on the Florida West State Plane Coordinate System.

State plane coordinates shown hereon were established using a Trimble Model 4800 GPS Receiver. Control stations used to establish the datum were 175 84 404 (NPS 4G AG835), scale factor = 0.999995481 and M.018 (NPS AG0003); scale factor = 0.99999564 NAD27 Florida West Zone, as published on Labgeom website.

Elevations shown hereon are relative to the North American Vertical Datum of 1988 (NVD88) based on NGS Control Points "Five Points" (NGS P0153); "DG 018" (NGS P004 AG0123), and "D 707" (NGS P004 ML1232); having published elevations of 47.04, 44.22 and 56.10 NVD88 respectively as well as Benchmarks X, Y, and Z, as shown on the plat of Lakeview Estates at the Lake Club, Plat Book 62, Page 171. To convert these elevations from NVD88 to the National Geodetic Vertical Datum of 1929 based on Lake Club plotted Bench Marks, add 1.205 feet.

All easements are private unless otherwise designated.

All utilities are underground unless otherwise noted.

Project contains 613,860 square feet or 14.033 acres, more or less.

Visibility triangles must be maintained per the Land Development Code of Manatee County, Florida.

All lines intersecting with a curve which are not designated with "(C)" are non-circular.

Numerical expressions shown hereon to the nearest foot or tenth of a foot are to be interpreted as having a precision to the nearest one hundredth of a foot, excepting in the case of an "irregular" boundary or water course.