

**AGREEMENT FOR SALE AND TRANSFER  
OF WATER AND WASTEWATER FACILITIES**  
*regarding*  
**TREYMORE AT THE VILLAGES OF PALM AIRE**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Manatee County, a political subdivision of the State of Florida (the “County”), and Treymore Estates Community Association, a Florida not-for-profit corporation (the “Association”).

**RECITALS**

**WHEREAS**, the Association is the homeowners association for the residential development known as Treymore at the Villages of Palm Aire Units 1 through 3, (the “Development”), located in Manatee County, Florida, and, as successor in title to the original developer of the Development, owns certain water and wastewater facilities located within the Development as more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (the “Facilities”), and is solely responsible for maintaining said Facilities clearly identified on Exhibit “A”; and

**WHEREAS**, the Association desires to sell and transfer ownership of the Facilities to the County, and the County is willing to accept ownership of the Facilities, subject to the conditions set forth herein; and

**WHEREAS**, upon closing of the sale and transfer of Facilities as provided herein, the Facilities will be dedicated to the County for public purposes, and operated and maintained by the County in accordance with its general standards for its potable water distribution system and its wastewater collection system; and

**WHEREAS**, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

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

**Article I**  
**DEFINITIONS AND CONSTRUCTION**

Unless defined otherwise herein, the following words and phrases shall have the following meanings:

- A. “Assumed Liabilities” shall have the meaning set forth in Section 2.4(a).
- B. “Bill of Sale” shall have the meaning set forth in Section 2.6(a)(i).

- C. "Breach" shall mean any breach of, or any inaccuracy in, any representation or warranty or any breach of, or a failure to perform or comply with, any covenant or obligation, in or of this Agreement.
- D. "Closing" shall have the meaning set forth in Section 2.5.
- E. "Closing Date" shall mean the date on which the Closing actually takes place.
- F. "Environment" shall mean soil, land surface or subsurface strata, surface; waters (including navigable waters and ocean waters), ground waters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.
- G. "Governing Documents" shall mean, collectively, the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Treymore at the Villages of Palm-Aire, as recorded in Official Records Book 2260, Pages 1479-1540 of the Public Records of Manatee County, Florida on May 22, 2008, as amended; the Bylaws of Treymore Community Association, Inc.; and the Articles of Incorporation of Treymore Community Association, Inc.
- H. "Proceeding" shall mean any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or arbitrator.

**Article II**  
**SALE AND TRANSFER OF SYSTEM; CLOSING**

**2.1 Facilities To Be Sold and Transferred.** Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Association shall sell, convey, assign, transfer and deliver to the County, and the County shall accept from the Association, free and clear of any encumbrances, the Facilities, and all of the Association's right, title and interest in and to:

- (i) all governmental authorizations and all pending applications therefore or renewals for the Facilities thereof, in each case to the extent transferable to the County;
- (ii) all sets of record drawings, including as-built drawings, showing all Facilities including all original tracings, sepias or other reproducible materials in the Association's possession; and
- (iii) any utility easements required pursuant to Section 2.2.

The Association shall transfer only the Facilities, as defined above, which are held by the Association on behalf of the residents in the Development. The County shall not accept, and shall

not assume any responsibility for, connecting lines or other facilities located on individual parcels or lots of Development residents.

**2.2 Required Utility Easements.** The County has entered into this Agreement in reliance on the assumption that all Facilities are presently located in parcels owned by the Association and/or dedicated to the Association. At closing, the Association shall (a) in the case of Facilities located in real property owned by the Association, convey to the County the public utility easement necessary to accommodate the Facilities, or (b) in the case of Facilities located outside of real property owned by the Association, secure from the owners of such real property the conveyance to the County of utility easements necessary to accommodate the Facilities.

**2.3 Consideration.** The sale price to be paid to the Association for the sale and transfer of the Facilities to the County shall be zero dollars (\$0.00). The sole consideration to the Association for the sale and transfer of the Facilities, the sufficiency of which is hereby acknowledged by the Association, shall be the assumption by the County of the responsibility to operate and maintain the Facilities.

**2.4 Liabilities.**

(a) Assumed Liabilities. On the Closing; Date the County shall assume and agree to discharge only the following Liabilities related to the Facilities (the “Assumed Liabilities”):

- (i) any Liability of the County based upon the County’s acts or omissions occurring after the Closing provided, however, that such Liability does not arise as a result of the Association’s Breach hereunder; and
- (ii) any Liability arising after Closing from operation of the Facilities after the Closing, provided, however, that such Liability is not the result of the Association's Breach hereunder.

Notwithstanding the foregoing, the following shall not constitute Liabilities assumed by the County and, therefore, not be included in the term “Assumed Liabilities”: (i) any Liability of the Association arising out of or resulting from any Proceeding pending as of the Closing, (ii) any Liability of the Association arising out of any Proceeding commenced after the Closing and arising out of or relating to any occurrence or event happening prior to the Closing to the extent that such Proceeding relates to the Association's actions or inactions prior thereto, and (iii) any Liability for the Association's performance of its obligations hereunder.

(b) Retained Liabilities. “Retained Liabilities” shall mean all Liabilities other than Assumed Liabilities. The Retained Liabilities shall remain the sole responsibility of, and shall be retained, paid, performed and discharged solely by the Association. Retained Liabilities shall include any liabilities associated with alleged past violations and enforcement actions, whether known or unknown, existing as of the Closing Date that would remain past Closing. Retained Liabilities shall not include maintenance, repair or replacement of any portion of the Facilities after they have been accepted by the County.

(c) Operation and Maintenance. The County shall operate and maintain the Facilities in accordance with its general standards for its potable water distribution system and its wastewater collection system. The Association acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Association shall hold the County harmless from any liability due to any such minor settlement. The Association acknowledges and agrees that (1) the County shall not be liable or responsible in any manner for removal or replacement of concrete patches or pavers in order to match decorative pavements and driveways, and (2) the County shall not be liable or responsible for replacement or repair of improvements (including without limitation walls, signs, landscaping, fountains, sheds or fences) located within rights-of-way or utility easements.

**2.5 Closing.** The sale and transfer provided for in this Agreement (the "Closing") will take place at the County Administration Center, 1112 Manatee Avenue West, Bradenton, Florida, commencing at 10:00 a.m. (local time) on or before March 1, 2018 unless the County and the Association otherwise agree in writing executed by the County's Director of Utilities and an authorized representative of the Association. Subject to the provisions of Section 8.1, failure to consummate the sale and transfer provided for in this Agreement on the date and time and at the place determined pursuant to this Section 2.5 will not result in the termination of this Agreement and will not relieve any party of any obligation under this Agreement. In such a situation, the Closing will occur as soon as practicable, subject to Section 8.1.

**2.6 Closing Obligations.** In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing:

(a) The Association shall deliver to the County:

- (i) A bill of sale for all of the Facilities in the form to be agreed upon by the parties prior to Closing (the "Bill of Sale") executed by the Association;
- (ii) for each utility easement to be dedicated to the County pursuant to Section 2.2, such appropriate document or instrument of transfer, as the case may require;
- (iii) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by the County, each in form and substance agreed upon by the parties prior to Closing, executed by the Association or third parties;
- (iv) assignment of any construction work on the Facilities in progress in a form reasonably acceptable to the County which have not yet been placed in service as of the date of the Closing (such capital improvements which have been placed in service being part of the Facilities which are otherwise conveyed by the Association hereunder);
- (v) a certificate executed by the Association as to the accuracy of its representations and warranties as of the date of this Agreement and as of the

Closing in accordance with Section 3.1 and as to its compliance with and performance of their covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 3.2; and

- (vi) a certificate of the Secretary of the Association certifying and attaching all necessary resolutions or actions of the Association's board of directors and owners approving the execution and delivery of this Agreement and certifying to the incumbency and signatures of the officers of the Association executing this Agreement and any other document relating to the sale and transfer of the Facilities.

(b) The County shall deliver to the Association:

- (i) written documentation suitable for recording of the acceptance of the sale and transfer of the Facilities by the County. The Association is responsible for recording the document in the Public Records of Manatee County.

**2.7 Engineering, Legal and Financial Due Diligence.** The County is relying upon its own due diligence investigation in entering into this Agreement. The County shall have until sixty (60) days after the effective date of this Agreement to complete, at its expense, any financial, legal, engineering and operational compliance investigation of the Facilities, as well as the environmental investigations conducted pursuant to Section 5.5. Based upon the results of such due diligence investigations the County shall have the right to terminate this Agreement for any material defects or problems revealed, and the County shall provide the Association with written notice of termination within ten (10) days of completion of such due diligence. During this period, the Association shall provide the County and its representatives reasonable access to all Facilities.

### **Article III REPRESENTATIONS AND WARRANTIES OF THE ASSOCIATION**

The Association represents and warrants to the County as of date of this Agreement as follows.

**3.1 Organization and Good Standing.** The Association is qualified to do business in the State of Florida. The Association is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full corporate power and authority to conduct business as it is now being conducted, to own or use the Facilities and/or parcels of real property that it purports to own or use, and to perform all its obligations under the Agreement. Complete and accurate copies of the Governing Documents of the Association, as currently in effect, will be provided, upon request, to the County prior to Closing.

**3.2 Enforceability; Authority; No Conflict.**

(a) This Agreement constitutes the legal, valid and binding obligation of the Association, enforceable against the Association in accordance with its terms and each of the closing documents executed by the Association will constitute the legal, valid, and binding obligation of the

Association, enforceable against the Association. The Association has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action have been duly authorized by all necessary action by the Association's lot owners and board of directors.

(b) Neither the execution and delivery of this Agreement nor the consummation or performance of the sale and transfer of the Facilities and interests in real property will, directly or indirectly (with or without notice or lapse of time) Breach (A) any provision of any of the Governing Documents of the Association or (B) any resolution adopted by the board of directors or the lot owners of the Association.

**3.3 Good and Marketable Title.** With respect to any lands through which the Association will convey utility easements to the County pursuant to Section 2.2, the Association owns good and marketable title to lands, free and clear of any encumbrances, other than liens for Taxes for the current tax year which are not yet due and payable.

**3.4 Legal Proceedings.** There is no pending or, to their knowledge, threatened Proceeding: (i) by or against the Association or that otherwise relates to or may materially affect the Facilities; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, the sale and transfer of the Facilities or interests in real property. To the knowledge of the Association, no event has occurred or circumstance exists that is reasonably likely to give rise to or serve as a basis for the commencement of any such Proceeding.

**3.5 Environmental Matters.** To the best of the Association's knowledge, the Association is in material compliance with environmental laws relating to the operation of the Facilities. To the best of the Association's knowledge, it has not received any citation, directive, inquiry, notice, order of summons, warning or communication from any agency with jurisdiction pertaining to any alleged or potential violation of any environmental law pertaining to the operation of the Facilities as defined herein.

*Article IV*  
**REPRESENTATIONS AND WARRANTIES OF THE COUNTY**

The County represents and warrants to the Association as follows:

**4.1 Organization and Good Standing.** The County is a governmental entity duly organized, validly existing and in good standing under the laws of the State of Florida, with full governmental power and authority to conduct its business as it is now conducted and to complete the transactions contemplated by this Agreement.

**4.2 Authority.** This Agreement constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms. The County has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by its Board of County Commissioners.

**Article V**  
**COVENANTS OF THE ASSOCIATION**

**5.1 Notification.** Between the date of this Agreement and the Closing, the Association shall promptly notify the County in writing if it becomes aware of (a) any fact or condition that causes or constitutes a Breach of any of the Association's representations and warranties herein as of the date of this Agreement or (b) the occurrence after the date of this Agreement of any fact or condition that would or be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a Breach of any such representation or warranty had that representation or warranty been made as of the time of the occurrence of, or the Association's discovery of, such fact or condition. During the same period, the Association also shall promptly notify the County of the occurrence of any Breach of any covenant of the Association in this Agreement or of the occurrence of any event that may make the satisfaction of the conditions in Agreement impossible or unlikely.

**5.2 Best Efforts.** The Association shall use its best efforts to cause the conditions in this Agreement to be satisfied on or before the Closing.

**5.3 Payment of Other Retained Liabilities.** The Association shall pay, or make adequate provision for the payment, in full, of all of the Retained Liabilities and other Liabilities of the Association under this Agreement.

**5.4 Assistance in Proceedings.** For a period of one (1) year from the date of Closing, the Association will cooperate with the County and its counsel in the contest or defense of, and make available its personnel and provide any testimony and access to its books and records in connection with any Proceeding; involving or relating to (a) the sale and transfer of the Facilities or (b) any action activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving the Facilities.

**5.5 Environmental and Real Estate Matters.**

(a) The County shall have the right, at the County's expense, but not the obligation, to do Phase 1 and Phase 2 environmental site assessments and studies and regulatory compliance audits on the real property in which the Facilities are located (collectively, "Environmental Property") as the County may determine. For sixty (60) days after the County has received all the foregoing assessments, studies and audits that the County desires to obtain pursuant to this Section, the County shall have the right, but not the obligation, to do such further environmental studies and assessments (including soil and surface water and ground water testing) and regulatory compliance audits for the Environmental Property based on the recommendations contained in such Phase I assessments or in subsequent reports issued by the environmental consultant(s) on the Environmental Property which reports were obtained pursuant to this Section.

(b) The County will deliver written notice to the Association prior to the expiration of the inspection period of the County's determination of whether or not the Environmental Property is acceptable. The County's failure to comply with this notice requirement will constitute

acceptance of as suitable for the County's intended use in its "as is" condition. If the Environmental Property is unacceptable to the County and written notice of this fact is timely delivered to the Association, this Agreement shall be deemed terminated as of the day after the inspection period ends.

## **Article VI INDEMNIFICATION**

**6.1 Survival.** Subject to the provisions hereof, all representations, warranties, covenants and obligations in this Agreement, the certificates delivered pursuant to Section 2.6 and any other certificate or document delivered pursuant to this Agreement shall survive the Closing and the consummation of the sale and transfer of the Facilities. The right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations shall not be affected by any investigation (including any environmental investigation or assessment) conducted with respect to, or any knowledge acquired at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation. The waiver of any condition based upon the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, reimbursement or other remedy based upon such representations, warranties, covenants and obligations.

**6.2 Indemnification and Reimbursement by the Association.** The Association shall indemnify and hold harmless the County and its officers, agents, employees and assigns (collectively, the "County Indemnified Persons"), and shall reimburse the County and the County Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value (collectively, "Damages"), arising from or in connection with: (a) any Breach of any representation or warranty made by the Association in (i) this Agreement, (ii) the certificates delivered pursuant to Section 2.6, (iii) any transfer instrument, or (iv) any other certificate, document, writing or instrument delivered by the Association pursuant to this Agreement; and (b) any Breach of any covenant or obligation of the Association in this Agreement or in any other certificate, document, writing or instrument delivered by the Association pursuant to this Agreement.

**6.3 Indemnification and Reimbursement by the Association – Environmental Matters.** In addition to the obligations in Section 6.2, the Association will indemnify and hold harmless the County and will reimburse the County for any damages including costs of clean up, containment (or other remediation) arising from any residual environmental contamination resulting from operation of the Facilities by the Association prior to the closing date for a period of one (1) year.

**Article VII**  
**CONDITIONS PRECEDENT TO THE COUNTY'S OBLIGATION TO CLOSE**

The County's obligation to purchase and accept the Facilities and to take the other actions required to be taken by the County at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the County, in whole or in part):

**7.1 Accuracy of Representations.** All of the representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), of the Association shall have been accurate as of the Closing Date, and shall be accurate in all material respects as of the time of the Closing as if then made.

**7.2 Performance.** All of the covenants and obligations that the Association is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

**Article VIII**  
**TERMINATION**

**8.1 Termination Events.** By notice given prior to or at the Closing, subject to a reasonable opportunity to cure, this Agreement may be terminated as follows: (a) by the County if a material Breach of any provision of this Agreement has been committed by the Association and such Breach has not been waived by the County or cured by the Association; (b) by the Association if a material Breach of any provision of this Agreement has been committed by the County and such Breach has not been waived by the Association or cured by the County; (c) by the County if any condition of Closing set forth herein is not satisfied or if satisfaction of such a condition by such date is or becomes impossible (other than through the failure of the County to comply with its obligations under this Agreement), and the County has not waived such condition on or before such date; (d) by mutual consent of the County and the Association; (e) by the County if the Closing has not occurred on or before \_\_\_\_\_, \_\_\_\_ or such later date as the parties may agree upon, unless the County is in material Breach of this Agreement; (f) by the Association if the Closing has not occurred on or before \_\_\_\_\_, \_\_\_\_ or such later date as the parties may agree upon, unless the Association is in material Breach of this Agreement, or (h) by the County pursuant to Section 5.5.

**8.2 Effect of Termination.** Each party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all obligations of the parties under this Agreement will terminate.

**Article IX**  
**TERM AND DURATION**

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

**9.2 Duration.** Unless terminated in accordance with Section 8.1 or closed in accordance with Section 2.5, this Agreement shall remain in full force and effect for a period of one (1) year from the effective date hereof.

**Article X  
AMENDMENTS; ENFORCEMENT**

**10.1 Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for the Association by an authorized signatory, and only if properly executed by all the parties hereto.

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

**Article XI  
MISCELLANEOUS PROVISIONS**

**11.1 Validity.** After consultation with their respective legal counsel, the County and the Association each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature.

**11.2 No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

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

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

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

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

**11.7 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

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

**11.9 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or five (5) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to the County:           Manatee County Director of Utilities  
4410 66<sup>th</sup> Street West  
Bradenton, FL 34210  
Facsimile: (941)745-3790

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

If to the Association:   Trey more Community Association, Inc.  
3053 51<sup>st</sup> Street  
Sarasota, FL 34234  
ATTN: President of the Board

With copy to:           Paul E. Olah, Jr., Esq.  
Law Offices of Wells | Olah, P.A.  
1800 Second Street, Suite 808  
Sarasota, FL 34236  
Facsimile (941) 366-9292

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

*[signature page to follow]*

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

**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 \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ (name and title of agent) of \_\_\_\_\_  
\_\_\_\_\_ (name of corporation  
acknowledging), a \_\_\_\_\_ (state or place of corporation) corporation, on behalf of the  
corporation, who is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

ATTEST: **TREYMORE COMMUNITY ASSOCIATION, INC.**  
a Florida not-for-profit corporation

BY: [Signature] *pres.*

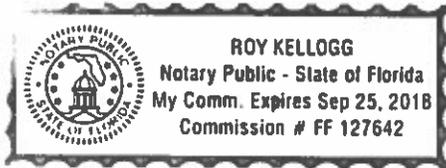
Print name and address of  
each witness: \_\_\_\_\_

BY: [Signature] *Secy*  
Print Name and address: DANIEL J. BRADLEY  
4815 CARAINGTON CIRCLE  
SARASOTA, FL 34243

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of July, 2017  
  , by A. Leon Sickles, as President of Treymore Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced FL Drivers License as identification.



[Signature]  
NOTARY PUBLIC Signature

Roy Kellogg  
Printed Name

**EXHIBIT "A"**  
**WATER AND WASTEWATER FACILITIES**