MEMORANDUM

To: Cheri Coryea  
Acting County Administrator

Thru: Chad Butzow, Interim Director  
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr.  
Brandy Wilkins, Bond Coordinator  
Public Works Department

Date: March 12, 2019

Subject: SAVANNA AT LAKEWOOD RANCH, PHASE III  
SUBPHASE A, B & D – SUBPHASE A ONLY  
PDR-14-09/16-S-54 (F)  
RELEASE PORTION OF PERFORMANCE AGREEMENT  
RELEASE SURETY BOND  
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT  
ACCEPT SURETY BOND  
ACCEPT BILL OF SALE

On September 25, 2018, the Board of County Commissioners accepted the Agreement for Private Subdivision with Public Improvements securing for Subphase A, 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 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 portion of the Agreement.

- **Authorization to release and return** the Surety Bond, and any Amendments associated with this Bond, in conjunction with the performance portion of the Agreement for Private Subdivision with Public Improvements. Dee Craft with Lennar Homes, LLC located at 10481 Ben C Pratt, Six Mile Cypress Parkway, Ft. Myers, FL 33966;

- **Surety Bond** No. 59BSBHS3796 issued through Hartford Fire Insurance Company.;
• **Amount** of Performance Bond $437,680.49;

• **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 September 25, 2018, securing Subphase A potable water and sanitary sewer improvements;

• **Surety Bond No.** 59BSBHS3796-A, issued through Hartford Insurance Company.;

• **Amount** of Defect Security $31,803.24;

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

**Instructions to Board Records**

Copies of release request to: Julie Jensvold (Julie.jensvold@manateeclerk.com), Terry Kirschner (Terry.Kirschner@Lennar.com), and Brandy Wilkins (brandy.wilkins@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

cc: Records Management
    Ken LaBarr, Infrastructure Inspections Division Manager
    Terry Kirschner, Lennar
RESOLUTION NO.R-14-86

A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF MANATEE COUNTY, FLORIDA,
PROVIDING FOR THE DELEGATION OF CERTAIN
AUTHORITY TO THE COUNTY ADMINISTRATOR AND
COUNTY ATTORNEY REGARDING PERFORMANCE
SECURITIES AND DEFECT SECURITIES PURSUANT TO
SECTION 910 OF THE MANATEE COUNTY LAND
DEVELOPMENT CODE; REPEALING RESOLUTION NO. R-08-
169; PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE

WHEREAS, Section 910 of the Manatee County Land Development Code (the “Code”)
sets forth the procedures for approval of subdivision plats, including requirements for the posting
of performance securities and defect securities with the County to secure the completion of
certain public and private improvements; and

WHEREAS, pursuant to Resolution No. R-08-169, the Board of County Commissioners
of Manatee County, Florida, (the “Board”) delegated certain authority to the County
Administrator and County Attorney to exercise the County’s rights against such securities in
accordance with the Code; and

WHEREAS, it is in the best interest of the public health, safety and welfare of the
County for the Board to repeal Resolution No. R-08-169 in its entirety and replace it with this
Resolution, to further implement the provisions of Section 910 of the Code; and

WHEREAS, the Board finds that by delegating the authority in the specific
circumstances set forth herein, the County is better able to protect the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of
Manatee County, Florida:

Section 1. Findings. The findings set forth above are hereby adopted as findings of
the Board and incorporated herein by reference.

Section 2. Delegation of Authority. The Board hereby delegates to the County
Administrator and the County Attorney, and their respective designees, the authority to accept,
hold and draw upon performance securities and defect securities posted with the County pursuant
to Section 910 of the Code. Such authority shall apply to any subdivision for which (a) the
Board has approved the subdivision plat and a related improvements agreement in accordance
with Section 910 of the Code. Such authority shall include, without limitation, the following:

i. The authority to accept, hold, maintain and, upon completion of required
improvements or expiration of the required defect guaranty period,
release performance securities and defect securities posted with the County pursuant to Section 910 of the Code;

ii. The authority to administer and exercise the County’s rights under any related improvements agreement, and to release such improvements agreement in accordance with the provisions thereof upon full performance by the developer;

iii. The authority to sign and issue upon the County’s behalf any notices of default when a developer defaults in its obligations under an improvements agreement (such notices of default to be issued to the obligor in default of its obligations and to any third-party guarantor, including any entity holding a letter of credit or surety bond in the County’s favor);

iv. The authority to call upon any such third-party guarantor to complete the required work or to provide the guaranteed monies to the County for the completion of same (in accordance with the performance security or defect security and the related agreement);

v. The authority to draw upon a performance security or defect security whenever the County has the right to do so and it is necessary to do so in order to protect the public interest; and

vi. The authority of the County Attorney to initiate judicial or administrative proceedings to enforce the County’s rights under a performance security or defect security and related improvements agreement.

Such authority shall be vested concurrently in the County Administrator and the County Attorney. Should both such officials be unavailable, the authority shall rest with any Deputy County Administrator or any Assistant County Attorney designated in writing by the County Administrator or County Attorney, respectively.

Section 3. Repeal of Resolution No. R-08-169. Resolution No. R-08-169 is hereby repealed.

Section 4. Severability. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or other provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.
PASSED AND DULY ADOPTED with a quorum present and voting this 9th day of September, 2014.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA
By:

ATTEST: R.B. SHORE
Clerk of the Circuit Court

By: Deputy Clerk
<table>
<thead>
<tr>
<th></th>
<th>Improvement</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Subphase A</strong></td>
<td>$437,680.49</td>
</tr>
<tr>
<td></td>
<td>Potable Water, Sanitary Sewer</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Subphase B</strong></td>
<td>$352,839.18</td>
</tr>
<tr>
<td></td>
<td>Potable Water, Sanitary Sewer</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>DEFECT ADDENDUM - Phase III-A</strong></td>
<td>$31,803.24</td>
</tr>
<tr>
<td></td>
<td>Potable Water &amp; Sanitary Sewer</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
January 11, 2019

Stantec Consulting Services, Inc.
Attention: Mr. Robert A. Engel, P.E.
6900 Professional Pkwy East
Lakewood Ranch, FL 34240

RE: SAVANNA AT LAKEWOOD RANCH, SUBPHASE 3A – Private Residential
(PDR-14-09/16-S-54(F)) (DTS #20160503) (MEPS-288)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Potable Water, Sanitary Sewer)

Dear Mr. Engel:

Your cost estimate for the above referenced bond, dated January 04, 2019, 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 $31,803.24 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
Brandy Wilkins, Bonds Coordinator, 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 Dept.
Greg Marcotte, Sr. Planning and Zoning Tech, Building and Development Services
Stantec
Savanna at Lakewood Ranch Phase III, Subphase 3A
Actual Construction Cost
for Defect Security Bond for Public Improvements

<table>
<thead>
<tr>
<th>Site Development Summary Cost Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Potable Water</td>
</tr>
<tr>
<td>Sanitary Sewer</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
<tr>
<td><strong>Total * 10%</strong></td>
</tr>
</tbody>
</table>

Certificate of Cost Estimate

I, Robert A. Engel, P.E., the engineer of record, do hereby estimate that the cost of the improvements itemized above and adjusted for inflation estimate to specifically, Thirty One Thousand Eight Hundred Three Dollars and Twenty Four Cents ($31,803.24), is the required amount of the defect security.

Signed: ___________________________
Robert A. Engel, P.E.
LICENSE No 58602
STATE OF FLORIDA
PROFESSIONAL ENGINEER 1-6-19

1/4/2019 8:49 AM
"\{2156613085\}"/nstb\aefc_bond_estimates\Phase III\Subphase 3A\def_sec_bond_savanna_phase_RA_2018-12-12.xml-Public Site
## Potable Water

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 8&quot; PVC(DR 18) Water Main</td>
<td>2,895</td>
<td>LF</td>
<td>$19.50</td>
<td>$56,452.50</td>
</tr>
<tr>
<td>2 8&quot; Gate Valve</td>
<td>5</td>
<td>EA</td>
<td>$1,450.00</td>
<td>$7,250.00</td>
</tr>
<tr>
<td>3 Fire Hydrant, Complete</td>
<td>3</td>
<td>EA</td>
<td>$5,200.00</td>
<td>$15,600.00</td>
</tr>
<tr>
<td>4 Double Water Service</td>
<td>20</td>
<td>EA</td>
<td>$1,100.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>5 Single Water Service</td>
<td>26</td>
<td>EA</td>
<td>$750.00</td>
<td>$19,500.00</td>
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<tr>
<td>6 Potable Water Main Fittings</td>
<td>1</td>
<td>LS</td>
<td>$8,850.00</td>
<td>$8,850.00</td>
</tr>
</tbody>
</table>

**Potable Water Grand Total = $129,652.50**
### Sanitary Sewer

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 8&quot; PVC (SDR-26) Gravity Main (6-8' cut)</td>
<td>281</td>
<td>LF</td>
<td>$29.35</td>
<td>$8,247.35</td>
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<tr>
<td>2 8&quot; PVC (SDR-26) Gravity Main (8-10' cut)</td>
<td>832</td>
<td>LF</td>
<td>$30.60</td>
<td>$25,459.20</td>
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<tr>
<td>3 8&quot; PVC (SDR-26) Gravity Main (10-12' cut)</td>
<td>617</td>
<td>LF</td>
<td>$32.25</td>
<td>$19,898.25</td>
</tr>
<tr>
<td>4 8&quot; PVC (SDR-26) Gravity Main (12-14' cut)</td>
<td>345</td>
<td>LF</td>
<td>$35.80</td>
<td>$12,351.00</td>
</tr>
<tr>
<td>5 8&quot; PVC (SDR-26) Gravity Main (14-16' cut)</td>
<td>357</td>
<td>LF</td>
<td>$46.30</td>
<td>$16,529.10</td>
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<tr>
<td>6 8&quot; PVC (SDR-26) Gravity Main (16-18' cut)</td>
<td>404</td>
<td>LF</td>
<td>$57.50</td>
<td>$23,230.00</td>
</tr>
<tr>
<td>7 Manhole (6-8')</td>
<td>3</td>
<td>EA</td>
<td>$3,100.00</td>
<td>$9,300.00</td>
</tr>
<tr>
<td>8 Manhole (8-10')</td>
<td>4</td>
<td>EA</td>
<td>$3,150.00</td>
<td>$12,600.00</td>
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<tr>
<td>9 Manhole (10-12')</td>
<td>2</td>
<td>EA</td>
<td>$3,650.00</td>
<td>$7,300.00</td>
</tr>
<tr>
<td>10 Manhole (16-18')</td>
<td>1</td>
<td>EA</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>11 Manhole (16-18')(LINED)</td>
<td>1</td>
<td>EA</td>
<td>$17,000.00</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>12 Single Sanitary Sewer Service</td>
<td>11</td>
<td>EA</td>
<td>$715.00</td>
<td>$7,865.00</td>
</tr>
<tr>
<td>13 Double Sanitary Sewer Service</td>
<td>26</td>
<td>EA</td>
<td>$1,100.00</td>
<td>$28,600.00</td>
</tr>
</tbody>
</table>

**Sanitary Sewer Grand Total = $188,379.90**
Savanna at Lakewood Ranch Ph III, Subph A, B & D
Private Residential Project w/ Public Improvement
Potable Water, Sanitary Sewer
DEFECT FOR III-A - 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

TO BE PROVIDED AT TIME OF DEFECT
EXHIBIT “C”
PERFORMANCE SECURITIES

<table>
<thead>
<tr>
<th>Bond / LoC</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td></td>
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<tr>
<td><strong>Subphase A</strong></td>
<td></td>
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<td></td>
</tr>
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<td></td>
<td>$</td>
</tr>
</tbody>
</table>
SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. 59BSBHS3796-A
PROJECT NAME: Savanna at Lakewood Ranch Subphase 3A

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Meritage Homes of Florida, Inc. as Principal, and Hartford Fire 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 $31,803.24 (Numbers)

Thirty One Thousand Eight Hundred Three and 24/100 Dollars (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".

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated (LEAVE BLANK - Manatee County Government approval date) 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 attached "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 for Public Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
FOR: Savanna at Lakewood Ranch Subphase 3A  
(Name of Project)  
BOND NO. 59BSBHS3796-A

SIGNED AND SEALED this 13th day of February, 2019

Hartford Fire Insurance Company

By: [Signature - As its Agent]  
Mercedes Phothirath, Attorney-In-Fact

Print Name & Title  
One Hartford Plaza

Address

Hartford  CT  06155 - 0001
City  State  Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by Mercedes Phothirath 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 SEAL:

[Signature]
Notary Public

Joshua Sanford  
Print Name of Notary

Commission No. 173058  My Commission Expires: 12/31/2021
DEVELOPER SIGNATURE FORM

FOR: Savanna at Lakewood Ranch Subphase 3A
BOND NO. 59B5BH3796-A

SIGNED AND SEALED this 20th day of February, 2019

Witness
JASON D. MUKAVET
Type or Print Name Ray A. Magee

Witness
Ray A. Magee
Type or Print Name

Meritage Homes of Florida, Inc.
BY:
Signature
Date
Vice President Asset Management
Type or Print Name
Title (If attorney-in-fact Attach Power of Attorney)
10117 Princess Palm Ave., Ste. 550
Postal Address
Tampa FL 33610
City State Zip

STATE OF: Arizona
COUNTY OF: Maricopa
The foregoing instrument was acknowledged before me this 20th day of February, 2019, by D praying, as (Title), 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.

JENNIE PEREZ
Notary Public – Arizona
Maricopa County
My Comm. Expires Feb 3, 2021

Approved and accepted for and on behalf of Manatee County, Florida, this day of March, 2019.

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

STATE OF: Florida
COUNTY OF: Manatee County
The foregoing instrument was acknowledged before me this day of March, 2019, by , as County Administrator (Title), for and on behalf of Manatee County Board of County Commissioners, who is personally known to me or who has produced (Type of Identification) as identification.

KATHLEEN C. ELLIS
Notary Public – State of Florida
Commission # FF 240360
My Comm. Expires Jun 17, 2019
Bonded through National Notary Assn.
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

Agency Name: Willis Service Center
Agency Code: 13-650092

| X | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| X | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| X | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| X | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| X | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| X | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| X | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| X | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:


their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 13, 2019

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., whose address is 8800 East Raintree Drive, Suite 300, Scottsdale, AZ 85260 (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: Savanna at Lakewood Ranch Phase III Subphase A (a residential subdivision):

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, 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, 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 ___day of ________________, 20__.

WITNESSES:

Signature: 
Print Name: 

Signature: 
Print Name: 

Signature: 
Print Name: 

Meritage Homes of Florida, Inc.
BY: 

Attest: 

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 13 day of February, 2019, by ___ as Division President of Meritage Homes of Florida, Inc. They are personally known to me or have produced ________________ as identification.

__________________________
Signature of Notary Public

__________________________
Name Typed, Printed or Stamped

Commission No.: GG 272075

My Commission Expires: Oct 29, 2022

__________________________
Notary Public - State of Florida
Commission # GG 272075
My Comm. Expires Oct 29, 2022
Bonded through National Notary Assn.
WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 14th day of March, 2019.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]
Acting County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Cheri Corvea (Acting 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.

[Signature]
Kathleen C. Ellis
Notary Public - State of Florida
Commission # FF 240360
My Comm. Expires Jun 17, 2019
Bonded through National Notary Assn.

[Printed Name]
Kathleen C. Ellis
Exhibit “A”

Legal Description

Savanna Phase III Subphase A (a residential subdivision)
SAVANNA AT LAKEWOOD RANCH, PHASE III, SUBPHASES 3A, 3B & 3D & A REPLAT OF A PORTION OF TRACT 400, SAVANNA AT LAKEWOOD RANCH, PHASE I

A SUBDIVISION IN SECTION 4, TOWNSHIP 35 SOUTH, RANGE 19 EAST, AND SECTION 33, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

STATE OF FLORIDA, SS
COUNTY OF MANATEE

Pursuant to Florida Statute 177.081, Chris Ryan, Division President of Heritage Homes of Florida, Inc., a Florida corporation licensed to do business in the State of Florida, certifies ownership of the property described herein and has caused this plat entitled SAVANNA at Lakewood Ranch, Phase II, Subphases 3A, 3B & 3D & a Replat of a Portion of Tract 400, Savanna at Lakewood Ranch, Phase I to be made and does hereby dedicate the following:

1. To Manatee County for use by the general public forever, the following:
   A) A non-exclusive public utility easement across Tracts 302 and 303, together with a (10) foot wide public utility easement lying parallel and contiguous with the outside perimeter of said tract for the purpose of installation, operation, maintenance and repairs of all public or quasi-public gas, water, electricity, telephone, sewer, cable television, cable communications, telephone, sewer, water, irrigation, and drainage facilities.
   B) A non-exclusive public utility easement across Tracts 302 and 303 for the purpose of installation, operation, maintenance and repair of public or quasi-public gas, water, electricity, telephone, sewer, cable television, cable communications, telephone, sewer, water, irrigation, and drainage facilities.

2. To the Lakewood Ranch Stewardship District, an independent special district created by Local Act No. 1429, codified at Chapter 200-38, Laws of Florida, as amended, its successors and assigns, for use by the general public forever, the following:
   A) Tracts 5230, 5231, 5240, 5250, 5260, and 5270 for the express purpose of installation, operation and maintenance of drainage facilities located within such easement areas.

NOTICE

1. This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

2. Except as to any lands, easements and facilities specifically dedicated on and by this plat to the general public for and by their use forever, the lands, easements and facilities existing on and by this plat are not intended for the use by the general public and, without limiting the generality of the foregoing, all dedication of any public use or right of public use by this plat, including without limitation dedications (Exhibit A, 2) and (B), are made and shall be used subject to and in accordance with the dedication of covenants, conditions, restrictions and easements for Savanna at Lakewood Ranch, recorded in Official Records Book 2006, at Page 1599, in the Public Records of Manatee County, Florida, as amended, and/or supplemented from time to time.

DESRIPTION OF EASEMENTS

All easements shown on this plat are hereby dedicated and reserved for the purposes noted.

They are hereby expressly reserved for the Savanna at Lakewood Ranch Homeowners Association, Inc., a Florida non-profit corporation.

A) Easements, rights and obligations, as applicable, relating to use, access and maintenance of certain public roads, streets, sidewalks, driveways, cross-drains, and easements, as set forth in the declaration of covenants conditions and restrictions on this plat; and
B) Non-exclusive easements of ten (10) feet in width, along all tracts and five (5) feet in width along all side and rear lots for the express purpose of accommodating surface and underground drainage and underground utilities. Such easements shall also apply to the construction, installation, maintenance, and operation of cable television services; provided, however, such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of any electric, telephone, gas or other utilities. Where more than one lot is intended as a building site, the outside boundaries of said building site shall carry said easements and the interment and laying of line easements shall not exist; and
C) Non-exclusive easements of ten (10) feet in width, lying parallel and contiguous with the outside perimeter of Tracts 302 & 303 for the express purpose of construction, installation, maintenance and operation of all utilities and services that are authorized to be provided, conducted or performed.

There are hereby expressly reserved for Peace River Electric Cooperative, Inc., its successors or assigns; and TECO Energy, its successors or assigns; and Vericon Florida, Inc. (or its successors or assigns), ten (10) feet wide nonexclusive utility easements lying parallel and contiguous with the outside perimeter of Tracts 302 & 303 for the express purpose of construction, installation, maintenance and operation of electrical, gas, communication and irrigation facilities.

CERTIFICATE OF ADEQUACY

The definitions to Lakewood Ranch Stewardship District adopted at an open meeting of the Lakewood Ranch Stewardship District by the Board of Trustees of Lakewood Ranch Stewardship District, an independent special district created by Local Act No. 1429, codified at Chapter 200-38, Laws of Florida, as amended, this 29th day of September, 2016.

Lakewood Ranch Stewardship District, an independent special district created Local Act No. 1429, codified at Chapter 200-38, Laws of Florida, as amended.

Annex

1. Robert Albers, Assistant Secretary
   By Anthony J. Chierolo, Vice Chairman

CERTIFICATE OF ADEQUACY OF BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that this plat has been sufficiently reviewed and all others of dedication adopted by the Board of County Commissioners of Manatee County, Florida this the 29th day of September, 2016.

Anna S. Crighton, Chairman
Board of County Commissioners of Manatee County

CERTIFICATE OF ADEQUACY OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF MANATEE

I, Angela Coleman, Clerk of the Circuit Court of Manatee County, Florida, hereby certify that this plat has been examined and that I concur in form with all the requirements of the statutes of Florida relating to plats of land subdivisions.

Manatee County, Florida, this 29th day of September, 2016.

Sharron L. Kondor, Clerk of the Circuit Court

CERTIFICATE OF ADEQUACY OF COUNTY SURVEYOR

STATE OF FLORIDA
COUNTY OF MANATEE

I hereby certify that the plat has been reviewed for conformance with the platting requirements of Section 177, Part I of the Florida Statutes and the Land Development Code of Manatee County, Florida.

The surveyor's notes have been signed and sealed.

Todd D. Vetter, Registered Surveyor & Mapper

Jenifer Clare Gause

Florida Certified Surveyor

Fla. Certified Surveyor No. 1198

CERTIFICATE OF SUBDIVISION

I, the undersigned Professional Land Surveyor, hereby certify that this plat is an exact and correct representation of the lands shown, that the survey was made under my independent direction and supervision, that the survey data comply with the platting requirements of Chapter 177, Part I of the Florida Statutes and the Land Development Code of Manatee County, Florida, and that the Permanent Reference Monuments have been installed. The Installation of Permanent Control Points and Certification by an official authorized to record, or prior to the release of the improvement bond.

DATE OF CORPORATION: September 29, 2016
SIGNATURE: Robert A. Claman
Florida Certified Surveyor No. 3428
SAVANNA AT LAKEWOOD RANCH, FLAT BOOK, PHASE III, SUBPHASES 3A, 3B & 3D & A REPLEAT OF A PORTION OF TRACT 400, SAVANNA AT LAKEWOOD RANCH, PHASE I

SECTION 4, TOWNSHIP 36S, RANGE 19E, MANATEE COUNTY, FLORIDA

SOUTH RANGE 19

SUBDIVISION IN TOWNSHIP 36S, RANGE 19E, MANATEE COUNTY, FLORIDA

METHODS OF SURVEY

The boundaries shown herein are relative to the west line of the
Surveyor's Bench Mark, Pinellas County, Florida.

The topographic map, which is hereby adopted and made
part of the description of the tracts hereinafter described,
and is located on the Florida West Side Pineapple Coordinating
System.

All references are private unless otherwise designated.

SIZE DESCRIPTION (as prepared by the certified Surveyor and
Platographer).

The subdivision herein described is located in Section 36, Township 19 South, Range 19 East, Manatee County, Florida, as prescribed hereby and as filed in the
County Recorder's Office of Manatee County, Florida.

AREAooky county has been more particularly described as

BEginning at the southwest corner of Section 36, Township 19 East, Range 19 South, Manatee County, Florida, hereinafter referred to as the "Starting Point," and
proceeding thereon.

TEN DEGREES EIGHT MINUTES SOUTHEAST from the Starting Point, a distance of 1,975.1 feet to a point on the
boundary of the tract by which the proposition was surveyed,
and thence northwesterly along the west line described by
the proposition, a distance of 1,975.1 feet to a point on the
said west line mentioned in the title of the tract herein described,
and thence northeasterly along the south line described by
the proposition, a distance of 1,975.1 feet to a point on the
said south line mentioned in the title of the tract herein described,
and thence southeasterly along the east line described by the
proposition, a distance of 1,975.1 feet to a point on the
said east line mentioned in the title of the tract herein described,
and thence northwesterly along the north line described by
the proposition, a distance of 1,975.1 feet to the said north
line mentioned in the title of the tract herein described,
and thence southerly along the west line of said tract a
distance of 1,975.1 feet to the said Starting Point.

NOTE: The area herein described as "bead" is the difference between the area covered by the title deed and the area covered by
the original survey data.'