

**AGREEMENT FOR PUBLIC SUBDIVISION  
WITH PUBLIC IMPROVEMENTS  
TWIN RIVERS, PHASE V-A1**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), and GAMBLE CREEK, L.C., a LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

**RECITALS**

**WHEREAS**, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer desires to plat and develop the Property as a PUBLIC RESIDENTIAL subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified a TWIN RIVERS, PHASE V-A1 (PDR-14-19/17-S-36 (F)) ;

**WHEREAS**, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

**WHEREAS**, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

**WHEREAS**, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

**WHEREAS**, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

**WHEREAS**, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and

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DEFECT – Roadway, Drainage, Sewer, Water

incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), 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 Developer agree as follows:***

***Article I***  
***INSTALLATION OF IMPROVEMENTS***

**1.1 Installation.** The Developer shall install or have installed the Improvements in accordance with the requirements of PDR-14-19/17-S-36 (F) (hereinafter, the “Development Order”), this Agreement and the Code.

**1.2 Right to Plat.** This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

**1.3 No County Obligation for Installation.** The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

**1.4 Completion of Improvements; Draws on Performance Securities.** The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete

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the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

**1.5 Maintenance; Defects.** Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a “Defect Security”, and collectively the “Defect Securities”). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

**1.6 Right to Withhold Approvals.** Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

**1.7 Specifications.** The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse

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impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

**1.8 Indemnification.** The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

**1.9 Recordation; Agreement to Run with Land.** This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

**1.10 Releases.** Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

**1.11 No Limitation of Liability.** The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

**1.12 Exchange and Adjustment of Securities.** Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so

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pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

**1.13 Bill of Sale.** Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

*Article II*  
**TERM AND TERMINATION**

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

**2.2 Termination.** Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

*Article III*  
**AMENDMENTS; ENFORCEMENT**

**3.1 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 Developer by an authorized signatory, and only if properly executed by all the parties hereto.

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

*Article IV*  
**MISCELLANEOUS PROVISIONS**

**4.1 Validity.** After consultation with their respective legal counsel, the County and Developer 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. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

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**4.2 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.

**4.3 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.

**4.4 Ambiguities.** Both 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.

**4.5 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.

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

**4.8 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.

**4.9 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.

**4.10 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 three (3) 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):

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If to County: Manatee County Engineer  
Manatee County Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Facsimile: (941)708-7475

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 Developer: Gamble Creek, LC  
c/o Larry D'Urso, Jr.  
13225 E. State Road 64  
Bradenton, FL 34212  
Facsimile: (941)751-5176

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]*

Twin Rivers, Phase V A-1 – Public Project  
**DEFECT – Roadway, Drainage, Sewer, Water**

*WHEREFORE, the County and Developer 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 \_\_\_\_\_ Ed Hunzeker \_\_\_\_\_ (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ N/A \_\_\_\_\_ as identification.

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

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



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(DEVELOPER)

Signed, sealed and delivered in the presence  
of Witnesses:

Lisa D'Urso  
Print name: LISA D'URSO  
Richard J. Bader  
Print name: RICHARD J. BADER

Gamble Creek, LC  
a Limited Liability Company  
By: [Signature]  
Print Name: LARRY J. D'URSO, JR.  
as its: MANAGER  
13225 E. State Road 64  
Postal Address  
Bradenton FL 34212  
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 9<sup>TH</sup> day of APRIL,  
2018, by LARRY J. D'URSO JR as MANAGER [name and title of signatory] of  
GAMBLE CREEK, LC [name of company signing], an LC [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.



Sharlene G. Rock  
NOTARY PUBLIC Signature  
SHARLENE G. ROCK  
Printed Name

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**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

A PARCEL OF LAND LYING IN SECTIONS 10 AND 15, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;  
BEGIN AT THE SOUTHWEST CORNER OF TRACT 11DE2" OF TWIN RIVERS, PHASE III, A SUBDIVISION, AS RECORDED IN PLAT BOOK 47, PAGE 130 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID TWIN RIVERS, PHASE III AND THE SOUTHERLY LINE OF TWIN RIVERS, PHASE IV, A SUBDIVISION, AS RECORDED IN PLAT BOOK 50, PAGE 173 OF SAID PUBLIC RECORDS THE FOLLOWING TWO (2) COURSES: (1) N 90°00' 1 00" E, A DISTANCE OF 2563.14 FEET; (2) S 00°38' 36" E, A DISTANCE OF 542.88 FEET TO THE SOUTHWEST CORNER OF TRACT "CE4" OF SAID TWIN RIVERS, PHASE IV AND AN INTERSECTION WITH THE SOUTH LINE OF THE N.E. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE N 89°41'17" W, ALONG SAID SOUTH LINE, A DISTANCE OF 1340.59 FEET TO THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF SAID SECTION 10; THENCE S 00°30'52" E, A DISTANCE OF 1322.09 FEET TO THE SOUTHEAST CORNER OF SAID S.W. 1/4 OF THE S.E. 1/4; THENCE S 01°13'14" W, ALONG THE EAST LINE OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 15, A DISTANCE OF 469.01 FEET; THENCE N 88°46'16" W, A DISTANCE OF 487.07 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, AT A DISTANCE OF 30.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 108°00'23" W, A DISTANCE OF 56.55 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°27'19" W, A DISTANCE OF 40.94 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 149°35'51" W, A DISTANCE OF 652.74 FEET; THENCE N 16°54'12" W, A DISTANCE OF 165.63 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 16°54'12" W, AT A DISTANCE OF 250.00 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 173°47'13" W, A DISTANCE OF 758.29 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 105.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 100°41'13" W, A DISTANCE OF 184.53 FEET TO A POINT OF TANGENCY; THENCE N 00°00' 1 00" E, A DISTANCE OF 118.93 FEET; THENCE N 02°45'13" E, A DISTANCE OF 62.33 FEET; THENCE N 00°18'14" E, A DISTANCE OF 190.00 FEET; THENCE N 89°41'17" W, A DISTANCE OF 151.04 FEET; THENCE S 45°09'22" W, A DISTANCE OF 70.52 FEET; THENCE N 89°41'17" W, A DISTANCE OF 84.00 FEET; THENCE S 00°00'10" E, A DISTANCE OF 2.59 FEET; THENCE S 90°00'10" W, A DISTANCE OF 139.66 FEET; THENCE N 00°19'15" E, A DISTANCE OF 238.35 FEET; THENCE S 89°41'17" E, ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF AFORESAID TWIN RIVERS, PHASE III AND SAID SOUTHERLY LINE, A DISTANCE OF 227.32 FEET TO AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF TWIN RIVERS TRAIL AS SHOWN ON SAID TWIN RIVERS, PHASE III; THENCE N 00°22'12" E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 528.85 FEET TO THE POINT OF BEGINNING.

NOTE: The SELLER reserves ownership of all irrigation and reclaimed water lines and facilities within the property.

Twin Rivers, Phase V A-1 –Public Project  
DEFECT – Roadway, Drainage, Sewer, Water

**EXHIBIT “B-1”**  
**IMPROVEMENTS**

	Improvement	Estimated Cost
1	<b>DEFECT</b> Roadway, Drainage, Sewer, Water	<u>\$117,937.70</u>
2		

Twin Rivers, Phase V A-1 –Public Project  
DEFECT – Roadway, Drainage, Sewer, Water

**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**

EXHIBIT B-2  
 PUBLIC WATER & SEWER  
 PRIVATE RECLAIMED/IRRIGATION RETAINED BY DEVELOPER

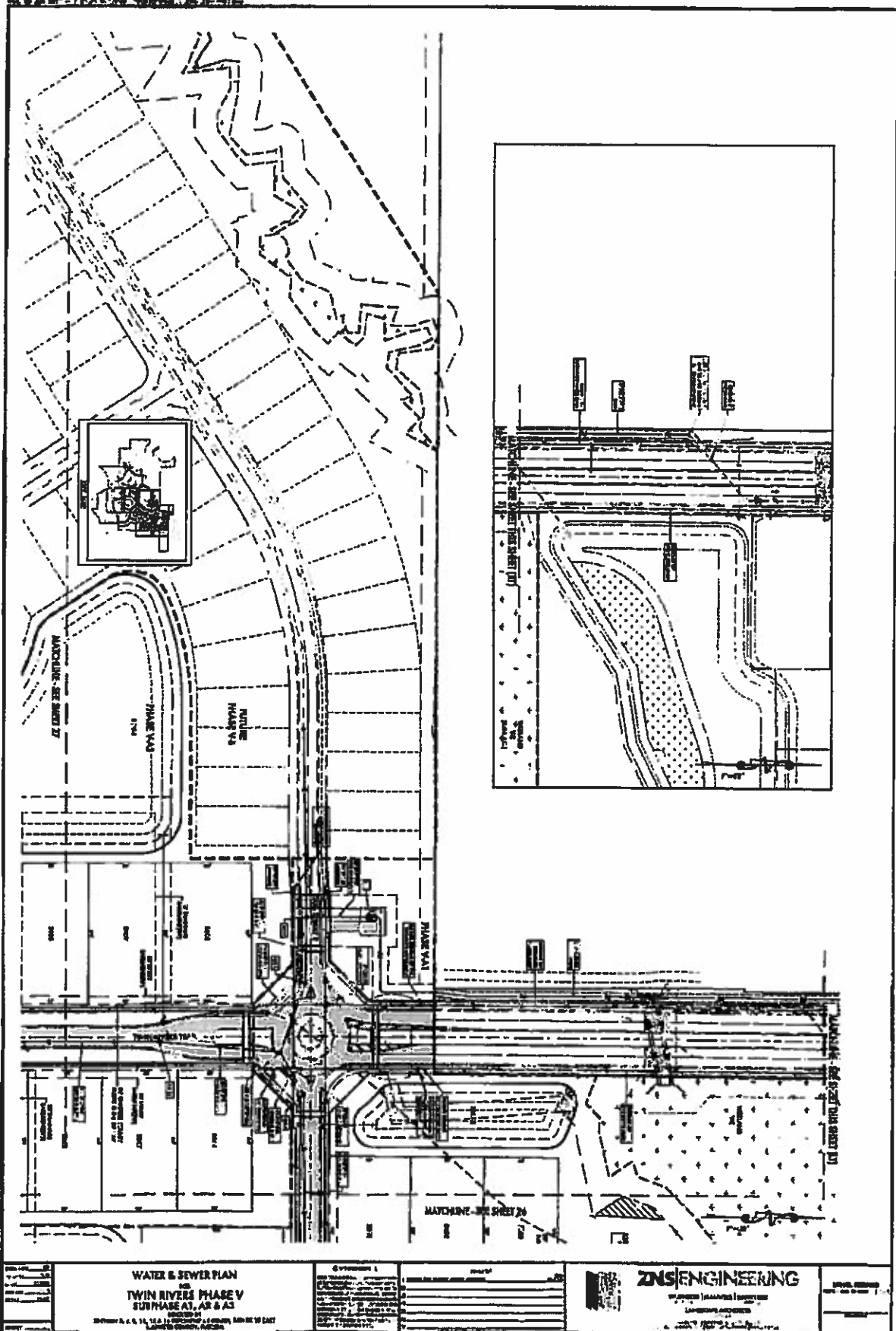
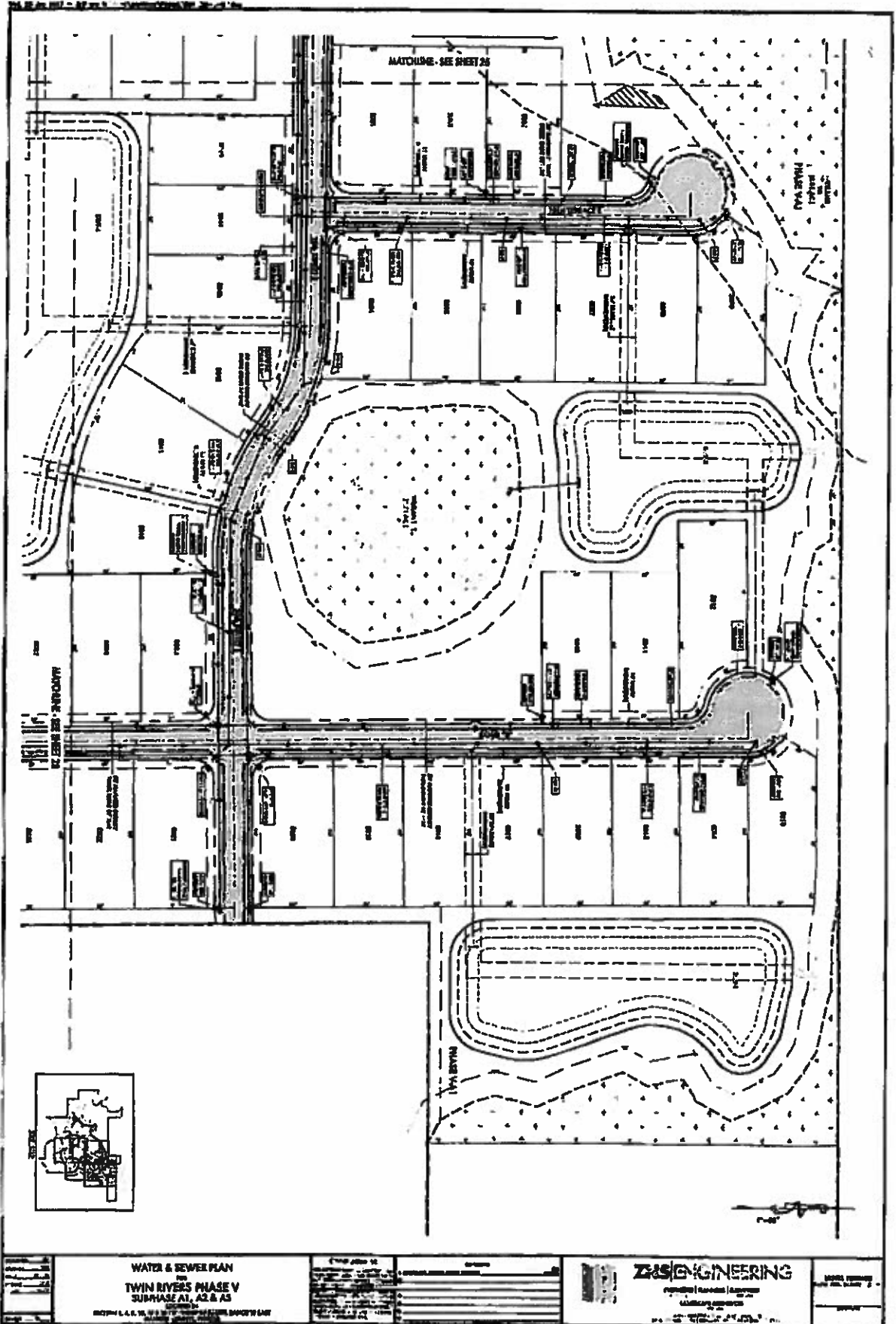
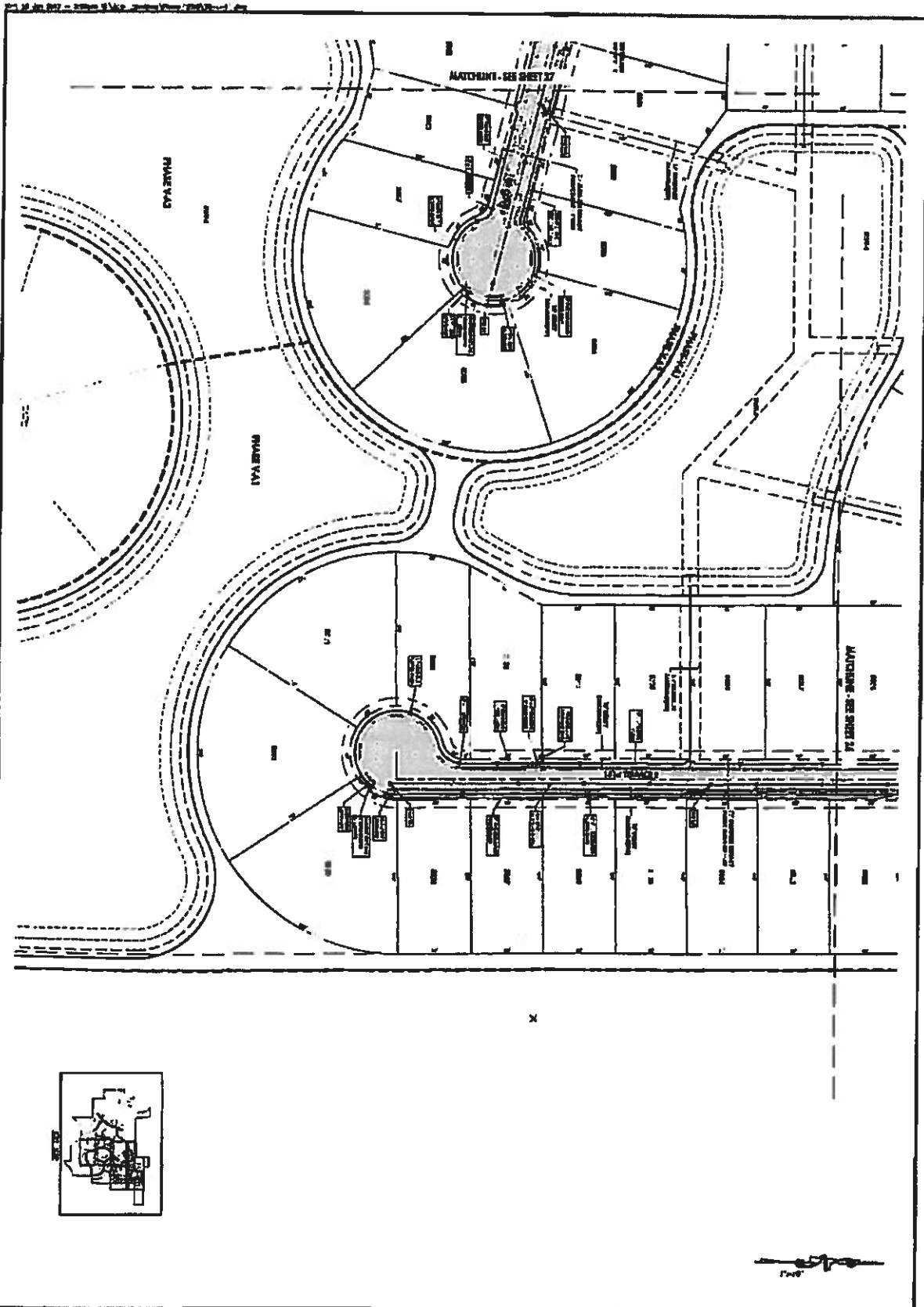


EXHIBIT B-2  
 PUBLIC WATER & SEWER  
 PRIVATE RECLAIMED/IRRIGATION RETAINED BY DEVELOPER



**EXHIBIT B-2  
PUBLIC WATER & SEWER  
PRIVATE RECLAIMED/IRRIGATION RETAINED BY DEVELOPER**



<p>DATE: 08/14/2014          DRAWN BY: J. B. [unreadable]          CHECKED BY: [unreadable]          PROJECT: [unreadable]</p>	<p><b>WATER &amp; SEWER PLAN</b>          FOR  <b>TWIN RIVERS PHASE V</b>          SUBPHASE A1, A2 &amp; A3</p> <p>SECTION 2, A, B, C, D, E TO BE PROVIDED BY OWNER, PERIODIC BY DATE</p>	<p>DATE OF DESIGN: 08/14/2014</p> <p>DESIGNED BY: J. B. [unreadable]</p> <p>CHECKED BY: [unreadable]</p> <p>PROJECT NO: [unreadable]</p>	<p>SCALE: AS SHOWN</p> <p>PROJECT NO: [unreadable]</p> <p>DATE: 08/14/2014</p>	<p><b>ZNS ENGINEERING</b></p> <p>1000 [unreadable] [unreadable]          [unreadable] [unreadable] [unreadable]          [unreadable] [unreadable] [unreadable]</p>	<p>DATE: 08/14/2014</p> <p>PROJECT NO: [unreadable]</p>
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Twin Rivers, Phase V A-1 –Public Project  
DEFECT – Roadway, Drainage, Sewer, Water

**EXHIBIT “C”**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	<b><u>DEFECT</u></b>  Letter of Credit No. 8892 Issued through Iberia Bank	<b><u>\$117,937.70</u></b>
2		





Manatee County Public Works Department  
Engineering Services  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Phone: (941) 708-7462  
www.mymanatee.org

December 21, 2017

ZNS Engineering  
Attn: Stoney L. Pope, P.E.  
201 5<sup>th</sup> Avenue Drive East  
Bradenton, FL 34208

(Stoney@znseng.com)

RE: **TWIN RIVERS, PHASE V-A1 – (Public Subdivision)**  
**(PDR-14-19/17-S-36(F) – (DTS #20170385) (MEPS-27)**  
**Defect Security Cost Estimate**  
**Public Infrastructure Improvements**  
**Reason - (Roadway, Drainage, Sewer, Water)**

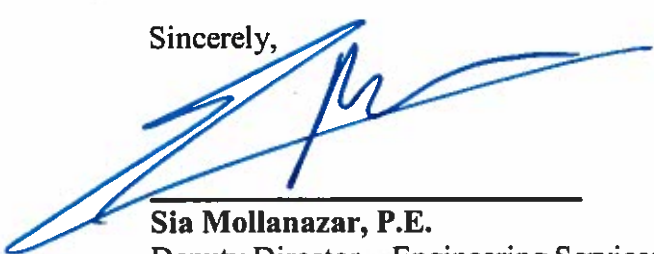
Dear Mr. Pope:

Your cost estimate for the above referenced bond, dated **October 23, 2017**, 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 **\$117,937.70** 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,

  
\_\_\_\_\_  
**Sia Mollanazar, P.E.**  
Deputy Director – Engineering Services

SM/jp/jh

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

**RECEIVED**  
JAN 05 '18

ZNS  
ENGINEERING, L.C.

# ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

October 23, 2017

Mr. John Pari  
MC Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208

**RE: Twin Rivers Phase V  
Defect Security Estimate  
PDR-14-19(P)/16-S-04/FSP-16-10  
ZNS File No. 43423**

Dear Mr. Pari:

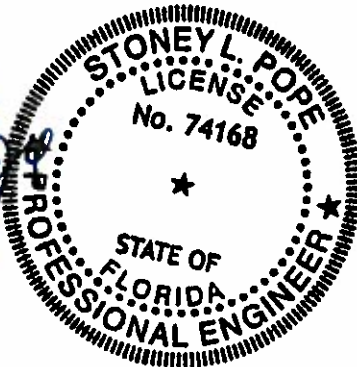
I hereby certify that the installation costs outlined herein represents our estimate of the actual cost of all required public improvements to serve the above referenced development. The attached estimate has been prepared in order for a "Defect Security" to be posted with Manatee County for the purpose of correcting any construction, design or material defects or failures within County rights-of-way or easements in the development.

Upon completion of your review and approval of this Defect Security estimate of **\$ 117,937.70**, please notify our office so that the appropriate surety may be obtained.

Thank you in advance for your prompt attention to this matter. Please advise if you should have any questions or require additional information.

Very Truly Yours  
ZNS ENGINEERING, L.O.

  
**Stoney L. Pope, P.E., PMP**  
Project Manager



cc: Jane Oliver  
Karen Wilson

**DEFECT SECURITY ESTIMATE**  
**TWIN RIVERS PHASE V-A1**  
September 2017

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Amount
<b>ROADWAY</b>					
1	6" STABILIZED SUBBASE LBR 40	11,711	SY	\$1.75	\$20,494.25
2	6" BASE WITH PRIME/TACK COATING	9,759	SY	\$13.50	\$131,746.50
3	1" ASPHALT TYPE I - FIRST LIFT	9,759	SY	\$6.25	\$60,993.75
4	3/4" ASPHALT TYPE III - FINAL LIFT	9,759	SY	\$6.00	\$58,554.00
5	TYPE "A" (MIAMI) CURB	7,131	LF	\$12.00	\$85,572.00
8	TYPE "F" CURB	210	LF	\$12.00	\$2,520.00
9	5' WIDE SIDEWALK (COMMON AREAS)	342	LF	\$17.25	\$5,899.50
10	HANDICAP RAMPS (INCL DETECTABLE WARNING)	11	EA	\$700.00	\$7,700.00
11	ROADWAY SIGNS & TEMPORARY STRIPING	1	LS	\$1,600.00	\$1,600.00
12	PERMANENT STRIPING (2ND LIFT)	1	LS	\$700.00	\$700.00
13	RESET SURVEY MONUMENTS	1	LS	\$500.00	\$500.00
				<b>\$376,280.00</b>	
<b>DRAINAGE</b>					
1	CURB (THROAT) INLETS	13	EA	\$3,200.00	\$41,600.00
2	18" RCP	598	LF	\$39.00	\$23,322.00
3	24" RCP	1,268	LF	\$56.00	\$71,008.00
4	18" MES	1	EA	\$870.00	\$870.00
5	24" MES	7	EA	\$3,335.00	\$23,345.00
				<b>\$160,145.00</b>	
<b>SEWER</b>					
1	8" PVC SANITARY SEWER MAIN	3,286	LF	\$59.00	\$193,874.00
2	MANHOLES 4' DIAMETER	14	EA	\$9,525.00	\$133,350.00
3	SANITARY SERVICES	45	EA	\$825.00	\$37,125.00
4	6" PVC FORCE MAIN	895	LF	\$21.00	\$18,795.00
5	6" GATE VALVE	1	EA	\$848.00	\$848.00
6	LIFT STATION	1	LS	\$121,705.00	\$121,705.00
				<b>\$505,697.00</b>	
<b>WATER</b>					
1	SINGLE WATER SERVICE	45	EA	\$725.00	\$32,625.00
5	6" PVC WATER MAIN (INCL FTGS)	150	LF	\$22.50	\$3,375.00

DEFECT SECURITY ESTIMATE  
**TWIN RIVERS PHASE V-A1**  
 September 2017

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Amount
6	8" PVC WATER MAIN (INCL FTGS)	3,680	LF	\$16.00	\$58,880.00
7	8" GATE VALVE & BOX	15	EA	\$1,545.00	\$23,175.00
9	FIRE HYDRANT	4	EA	\$4,800.00	\$19,200.00
				<b>\$137,255.00</b>	

**SUMMARY**

<b>Roadway</b>	<u>\$376,280.00</u>
<b>Drainage</b>	<u>\$160,145.00</u>
<b>Sanitary Sewer</b>	<u>\$505,697.00</u>
<b>Potable Water</b>	<u>\$137,255.00</u>
<b>TOTAL</b>	<u><b>\$1,179,377.00</b></u>
<b>TOTAL DEFECT BOND AT 10%</b>	<u><b>\$ 117,937.70</b></u>