

MEMORANDUM



To: Ed Hunzeker
County Administrator

Thru: Chas Butzow, Interim Director
Public Works Department

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

Date: February 26, 2019

Subject: **SHOPPES AT COMMERCE PARK**
PDMU-15-12/FSP-17-41
ACCEPT AGREEMENT FOR DEFECT SECURITY
ACCEPT TWO (2) OFFICIAL CHECKS FOR DEFECT SECURITY
ACCEPT BILL OF SALE

The developer, KW Realty Fund IV, LLC, is requesting that Manatee County accept for County maintenance general conditions, pavement/grading, storm water and water improvements associated with this project. The developer has provided the *Agreement for Public Improvements for Development (Non-Subdivision)* which warrants these improvements for three (3) years from County Administrator acceptance. The developer has provided all necessary documentation; and completed and passed all inspections for those required public improvements in order for acceptance by Manatee County. 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:

- **Accept and Execute** the *Agreement for Public Improvements for Development (Non-Subdivision)* securing general conditions, pavement/grading & storm water improvements associated with this project;
- **Acceptance of**, the Official Check in conjunction with the above Agreement; general conditions, pavement/grading & storm water improvements.
 - **Official Check No.** 53003619914 issued through SunTrust Bank;
 - **Amount** of Defect Security \$6,142.00.
- **Acceptance of**, the Official Check in conjunction with the above Agreement; water services improvements.
 - **Official Check No.** 5300487651 issued through SunTrust Bank;
 - **Amount** of Defect Security \$672.00.

Public Works Department
Fiscal Services Division
1022 26th Avenue East, Bradenton, FL 34203
Phone number: (941)708-7450

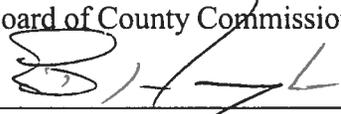
- **Accept and Execute Bill of Sale.**

Instructions to Board Records

Copies of release request to: Julie Jensvold (Julie.jensvold@manateeclerk.com), Danielle Heaton (Danielle.heaton@manateeclerk.com), Robin Hamilton (Robin.hamilton@manateeclerk.com), Chris Weddle (chris@auroracivil.com), and Brandy Wilkins (brandy.wilkins@mymanatee.org).

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: 
County Administrator, per R-14-86

cc: Records Management
Claudia Campos, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director – Engineering Services
Ken LaBarr, Infrastructure Inspections Division Manager
Chris Weddle, Aurora Civil Engineering

Attachments

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 PERFORMAMCE 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.

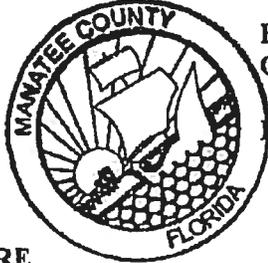
Such authority shall be vested concurrently in the County Administrator and the County Attorney. Should both such officials be unavailable, the authority shall rest with any Deputy County Administrator or any Assistant County Attorney designated in writing by the County Administrator or County Attorney,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

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

By: Robin Liberty DC
Deputy Clerk

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR DEVELOPMENT (NON-SUBDIVISION)
SHOPPES AT COMMERCE PARK**

This Agreement is entered into as of _____, 20_____, (LEAVE BLANK Manatee County approval date) by and between Manatee County, Florida, a political subdivision of the State of Florida (hereinafter, the “County”), and **KW REALTY FUND IV, LLC**, 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 develop the Property as a **PRIVATE COMMERCIAL** project that does not require a subdivision plat, 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 final site plan or construction plan identified as **SHOPPES AT COMMERCE PARK (PDMU-15-23/FSP-17-41)** ;

WHEREAS, the Property is substantially undeveloped at the present time and will require planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B” attached hereto and incorporated herein by this 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

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

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 the Comprehensive Plan and Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 910 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and 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 PDMU-15-23/FSP-17-41 (hereinafter, the “Development Order”), this Agreement and the Code. For any Improvements located in public right-of-way or easements, Developer shall be solely responsible for obtaining the necessary right-of-way use permit or other applicable permit in order to install such Improvements.

1.2 Right to Obtain Building Permits. This Agreement shall give the Developer the right to obtain building permits (subject to compliance with the Comprehensive Plan, Code, and Florida Building Code) the subject property prior to the completion of the Improvements provided that such development is in accordance with any additional conditions or stipulations imposed upon

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

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 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 the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property, 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

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

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 Required 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 910 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, 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, 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 a temporary easement over property in the Project as necessary to allow the County to correct defects in any Improvements located on in

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

the Project.

1.6 Right to Withhold Approvals. Failure of the Developer to install, or correct defects in, required Improvements 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 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 Manatee County, 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 use, construction, or maintenance of the Improvements.

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, the Association and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential unit contained within the Project to a residential homeowner, such residential unit shall be automatically released

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

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 report to any and all 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 910, 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 pursuant to said Performance Security or Defect Security and Section 910 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 910 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

to assure proper completion of, and correction of defects in, the Improvements.

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

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

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.

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

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):

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th 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: KW Realty Fund IV, LLC
2420 Enterprise Road, Suite 201
Clearwater, FL 33763
Attention: Richard Kerper
Facsimile: (727)725-4254

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]

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

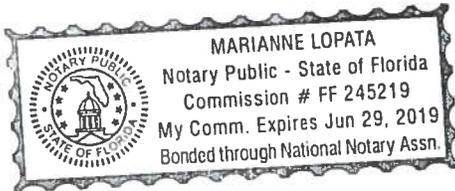
*WHEREFORE, the County and Developer have executed this Agreement as of the date
and year first above written.*

**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 19 day of February,
20 19, 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
Marianne Lopata
Printed Name

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

Marilyn Kerper
Print name: MARILYN KERPER

Edward Kerper
Print name: Edward Kerper

KW Realty Fund IV, LLC
a Limited Liability Company

By: *[Signature]*
Print Name: Richard J KERPER
as its: MANAGER

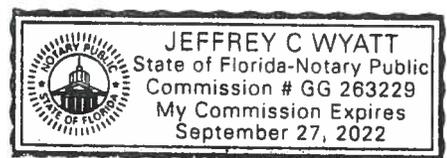
2420 Enterprise Road, Suite 201
Postal Address
Clearwater FL 33763
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Pinellas

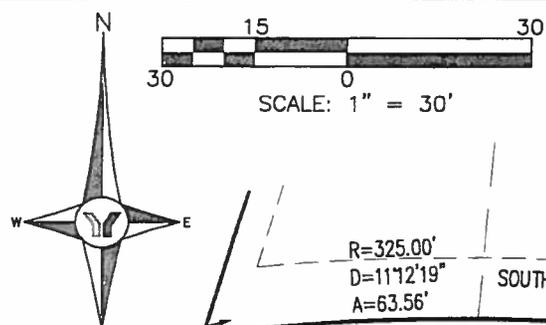
The foregoing instrument was acknowledged before me this 13 day of December,
2018, by Richard KERPER as MANAGER [name and title of signatory] of
Kw Realty Fund IV, LLC [name of company signing], a Florida, LLC [state of
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is
personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC Signature
Jeff Wyatt
Printed Name



(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer

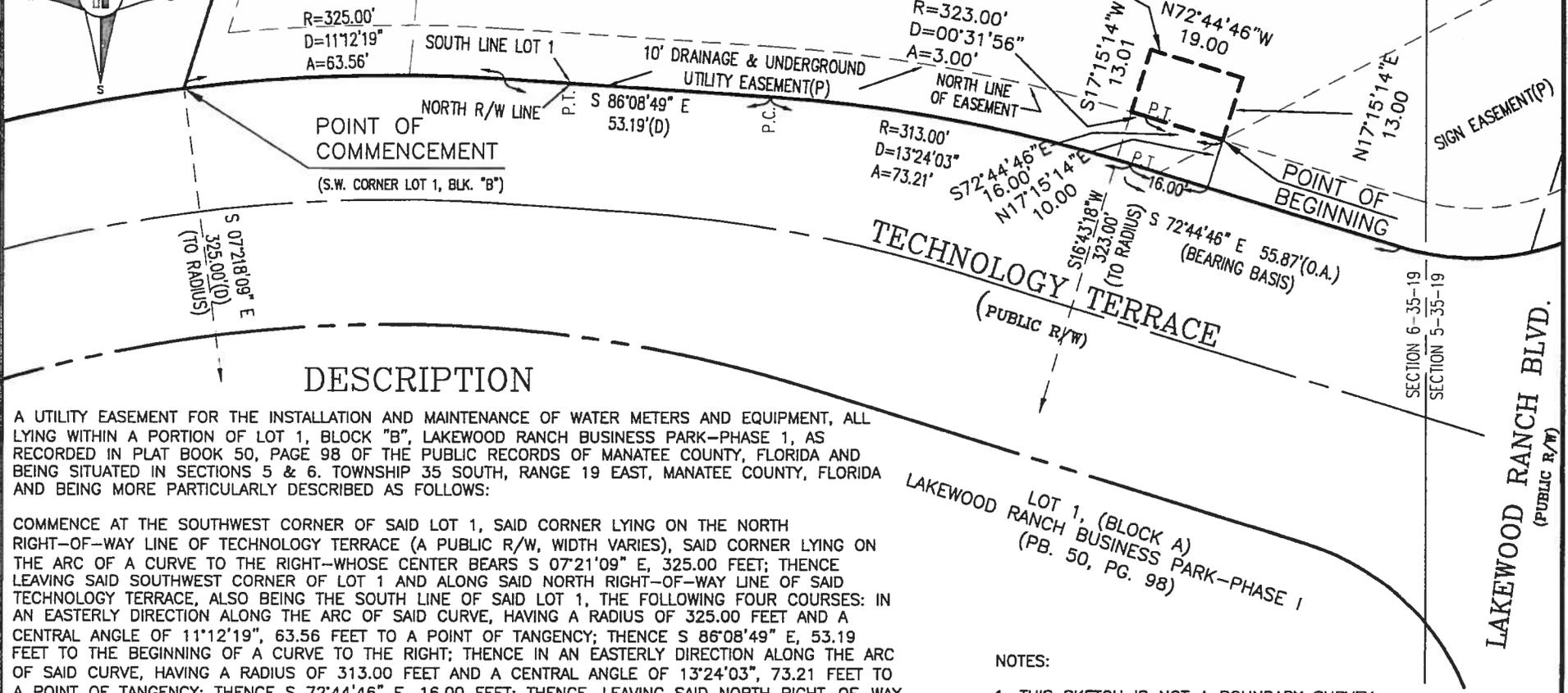
EXHIBIT "A"
DESCRIPTION OF PROPERTY



LOT 1, (BLOCK B)
 LAKEWOOD RANCH BUSINESS PARK-PHASE I
 (PB. 50, PG. 98)
 ("NOW or FORMERLY"-PARCEL # 579101259)

UTILITY EASEMENT
 (247.0± SQ.FT./0.006± ACRES)

LEGEND:
 R-RADIUS
 D-DELTA ANGLE
 A-ARC
 R/W-RIGHT OF WAY
 BLK-BLOCK
 P.T.-POINT OF TANGENCY
 P.C.-POINT OF CURVEATURE
 PB-PLAT BOOK
 PG-PAGE
 (D)-DEED/DESCRIPTION
 (P)-PLAT



DESCRIPTION

A UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF WATER METERS AND EQUIPMENT, ALL LYING WITHIN A PORTION OF LOT 1, BLOCK "B", LAKEWOOD RANCH BUSINESS PARK-PHASE 1, AS RECORDED IN PLAT BOOK 50, PAGE 98 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND BEING SITUATED IN SECTIONS 5 & 6. TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID CORNER LYING ON THE NORTH RIGHT-OF-WAY LINE OF TECHNOLOGY TERRACE (A PUBLIC R/W, WIDTH VARIES), SAID CORNER LYING ON THE ARC OF A CURVE TO THE RIGHT-WHOSE CENTER BEARS S 07°21'09" E, 325.00 FEET; THENCE LEAVING SAID SOUTHWEST CORNER OF LOT 1 AND ALONG SAID NORTH RIGHT-OF-WAY LINE OF SAID TECHNOLOGY TERRACE, ALSO BEING THE SOUTH LINE OF SAID LOT 1, THE FOLLOWING FOUR COURSES: IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 11°12'19", 63.56 FEET TO A POINT OF TANGENCY; THENCE S 86°08'49" E, 53.19 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE IN AN EASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 313.00 FEET AND A CENTRAL ANGLE OF 13°24'03", 73.21 FEET TO A POINT OF TANGENCY; THENCE S 72°44'46" E, 16.00 FEET; THENCE, LEAVING SAID NORTH RIGHT-OF-WAY LINE, N 17°15'14" E, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 17°15'14" E, 13.00 FEET; THENCE N 72°44'46" W, 19.00 FEET; THENCE S 17°15'14" W, 13.01 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF AN EXISTING (10' WIDE) DRAINAGE & UNDERGROUND UTILITY EASEMENT; THENCE ALONG SAID NORTH-EASEMENT LINE AND THE ARC OF SAID CURVE, WHOSE CENTER BEARS S 16°43'18" W, 323.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 323.00 FEET AND A CENTRAL ANGLE OF 00°31'56", 3.00 FEET TO A POINT OF TANGENCY; THENCE S 72°44'46" E, 19.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 247.0 SQUARE FEET/0.006 ACRES, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY.
2. BEARING SHOWN ARE ASSUMED, A BEARING OF S 72°44'46" E WAS USED ALONG THE NORTH R/W LINE OF TECHNOLOGY TERRACE.
3. THIS MAP IS INTENDED TO BE PLOTTED AT 1"= 30' OR SMALLER.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

INITIALS	DATE
CREW CHIEF	
DRAWN	P.L. 01/17/18
CHECKED	MEB 01/17/18
FIELD BOOK	
FIELD DATE	

F. Peter Lutz, Jr.
 F. Peter Lutz, Jr. PSM LS 5506
 DATE 1/17/18



George F. Young, Inc.
 10540 PORTAL CROSSING, SUITE 105 BRADENTON, FLORIDA 34211
 PHONE (941) 747-2981 FAX (941) 747-7234
 BUSINESS ENTITY LB21
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL • LANDSCAPE • PLANNING • SURVEYING • UTILITIES
 GAINESVILLE • LAKEWOOD RANCH • ORLANDO • PALM BEACH GARDENS • ST. PETERSBURG • TAMPA

Shoppes at Commerce Park
Sketch & Description
 SECTION 5/6, TOWNSHIP 35 S., RANGE 19 E.
 PREPARED FOR: Aurora Civil Engineering
 610 E. Morgan St.
 Brandon, FL. 33510

JOB NO.
 16002601LS
 SHEET NO.
 S1 of S1

FILE: I:\PROJECT\SUR\2016\16002600LS\DWG\16002600LSBT.DWG
 LOGIN: lutz
 PLOTTED: 08/28/17 13:12:41

(Shoppes at Commerce Park - Public Project w/Public Improvement
DEFECT – General Conditions, Pavement/Grading, Storm Sewer
DEFECT – Water Services

**EXHIBIT “B”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	<u>DEFECT</u> General Conditions, Pavement/Grading, Storm Sewer	\$6,142.00
2	<u>DEFECT</u> Water Services	\$672.00

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	<u>DEFECT</u> Official Check No. 5300361991 Issued through SunTrust Bank	\$6,142.00
2	<u>DEFECT</u> Official Check No. 5300487651 Issued through SunTrust Bank	\$672.00

THIS DOCUMENT CONTAINS VOID TEXT ON A BLUE BACKGROUND THAT WILL APPEAR WHEN PHOTOCOPIED



Official Check

64 79/611

5300361991

Purchaser KW REALTY FUND IV, LLC

Date November 30, 20 8

Pay SIX THOUSAND ONE HUNDRED FORTY TWO DOLLARS and 00 CENTS

\$6142.00

To the Order of MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

SunTrust Banks, Inc by an Authorized Agent SunTrust Bank

Memo CASH BOND

Allice Nubles
Authorized Signature

Payable at SunTrust Bank

Shoppes at Commerce Park

1/22/19
BW

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

64 79/611



Official Check

5300487651

Purchaser KW Partners, LLC.

Date January 18, 2019

Cost Center 6562640

Pay SIX HUNDRED SEVENTY TWO DOLLARS and 00 CENTS

\$672.00

To the Order of Manatee BOCC

SunTrust Banks, Inc. by an Authorized Agent

Memo

SunTrust Bank

Payable at SunTrust Bank

A. Allison Nicksen
Authorized Signature

Security Features Included @ Details on back



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that KW Realty Fund IV, LLC, a Florida LLC, whose address is 2420 Enterprise Road, Suite: 201, Clearwater, FL 33763 (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, certain portions of the Shoppes at Commerce Park project as follows:

All water lines, pipes, joints and appurtenances within or upon that certain real property owned by the SELLER and described below;

1. All potable water lines, pipes, valves, tees, bends, joints, and appurtenances thereto, located within or upon that certain real property owned by the SELLER and described below;

3' PVC water line feeding seven (7) ¾" potable water meters, one (1) 1" potable water meter, two (2) 1 ½" potable water meter all lying within a 26' x 19' utility easement described in Exhibit "A", attached hereto and made a part hereof, along with an 8" PVC water line feeding the fire backflow preventer; all situated, 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 28th day of DECEMBER, 20 18.

Signed, sealed and delivered in the presence of Witnesses:

Marilyn Keeper
Print name: MARILYN KEEPER

Lisa Keeper
Print name: Lisa Keeper

KW Realty Fund IV, LLC
a Florida LLC

By: [Signature]

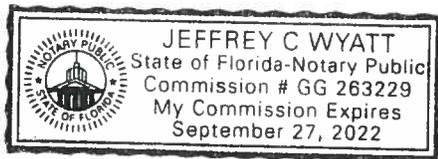
Print Name: Richard KEEPER
as its: MANAGER

2420 Enterprise Rd, Suite 201
Postal Address
Oldsmar FL 33763
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~ Pinellas

The foregoing instrument was acknowledged before me this 28 day of December, 20 18, by Richard KEEPER as MANAGER [name and title of signatory] of KW Realty Fund IV, LLC [name of company signing], a Florida [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.



[Signature]
NOTARY PUBLIC Signature

Jeff Wyatt
Printed Name

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this _____ day of _____, 20_____.

MANATEE COUNTY, a political subdivision of the State of Florida

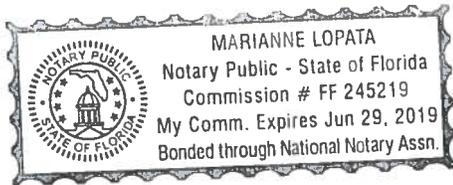
By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 19 day of February, 2019 by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification



[Signature]

NOTARY PUBLIC Signature

Marianne Lopata

Printed Name