

# MEMORANDUM



To: Ed Hunzeker  
County Administrator

Thru: *fr* Ron Schulhofer, Director  
Public Works Department

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

Date: March 6, 2018

Subject: **ESPLANADE, PHASE VII**  
**PDMU-05-19/17-S-04 (F)**  
**RELEASE PORTION OF PERFORMANCE AGREEMENT**  
**RELEASE SURETY BOND**  
**ACCEPT DEFECT SECURITY PORTION OF AGREEMENT**  
**ACCEPT SURETY BOND**  
**ACCEPT BILL OF SALE**

On May 9, 2017, the Board of County Commissioners accepted the *Agreement for Private Subdivision with Public Improvements* securing potable water and wastewater improvements for the above referenced project. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements in order to release the performance portion (public improvements); and accept the defect security portion of the Agreement which will warrant these improvements for three (3) years 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 defect security portion of agreement.

- **Authorization to release and return** the Surety Bond, and any riders associated with this Surety, in conjunction with the performance portion of the *Agreement for Private Subdivision with Public Improvements*. Documents will be returned to Darena Marvin/Danielle Ellis with Grimes Goebel Attorneys at Law located at 1023 Manatee Avenue West, Bradenton, FL 34205;
- **Surety Bond** No. SU1145029 issued through Arch Insurance Company;

Public Works Department  
Fiscal Division  
1022 26<sup>th</sup> Avenue East, Bradenton, FL 34208  
Phone number: (941) 708-7450

- **Amount** of Performance Bond \$162,326.37;
- **Accept, and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Public Subdivision Improvements* accepted by the Board of County Commissioners on May 9, 2017, securing wastewater, potable water and surveying improvements;
- **Surety Bond** No. SU1147535 issued through Arch Insurance Co.;
- **Amount** of Defect Security \$7,270.72.

**Instructions to Board Records**

1. Copies of release request to: Claudia Campos ([Claudia.campos@ManateeClerk.com](mailto:Claudia.campos@ManateeClerk.com)), Julie Jensvold ([Julie.jensvold@ManateeClerk.com](mailto:Julie.jensvold@ManateeClerk.com)), Abby Lindecamp ([abby.lindecamp@ManateeClerk.com](mailto:abby.lindecamp@ManateeClerk.com)), Darena Marvin ([DMarvin@grimesgoebel.com](mailto:DMarvin@grimesgoebel.com)), and Jane Oliver ([jane.oliver@mymanatee.org](mailto:jane.oliver@mymanatee.org)).

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

By: Board of County Commissioners

By: 

County Administrator, per R-14-86

RS/CM/mjo

cc: Records Management

Claudia Campos, General Accounting - Finance

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

Chad Butzow, P.E., Deputy Director – Field Services Operations

Danny Smith, Maintenance Operations Division Manager

Ken LaBarr, Infrastructure Inspections Division Manager

Darena Marvin/Danielle Ellis, Agent for the Developer

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 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.

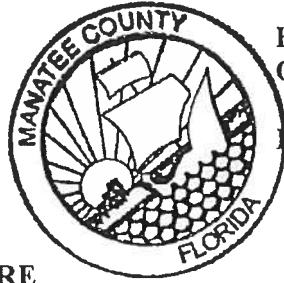
Such authority shall be vested concurrently in the County Administrator and the County Attorney. Should both such officials be unavailable, the authority shall rest with any Deputy County Administrator or any Assistant County Attorney designated in writing by the County Administrator or County Attorney, 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 9<sup>th</sup> 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

Esplanade, Ph VII, Subphases – Private Residential Project w/Public Improvement  
Potable Water & Wastewater  
DEFECT – Water, Potable Water, Surveying

**EXHIBIT “B-1”  
IMPROVEMENTS**

	Improvement	Estimated Cost
1	Potable Water & Wastewater	<u>\$162,326.37</u>
	<b>DEFECT ACCEPTANCE</b> Wastewater, Potable Water, Surveying	<u>\$7,270.72</u>



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

November 27, 2017

Waldrop Engineering  
Attn: Mr. Ronald J. Schwied, P.E.  
6981 Professional Pkwy East  
Lakewood Ranch, FL 34240

(Ron.Schwied@waldropengineering.com)

RE: **ESPLANADE, PHASE VII – (Private Subdivision)**  
**(PDMU-05-19/17-S-04(F)) (DTS #20170058) (MEPS-057)**  
**Defect Security Cost Estimate**  
**Required Public Improvements**  
**Reason – (Wastewater, Potable Water, Surveying)**

Dear Mr. Schwied:

Your cost estimate for the above referenced bond, dated **October 16, 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 **\$7,270.72** 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

# Esplanade at Lakewood Ranch Phase VII

(PDMU-05-19/17-S-04(F)) - (DTS #20170058) - (MEPS-057)


## Subdivision Improvements - Public Infrastructure Actual Construction Cost

Date: 10/12/2017

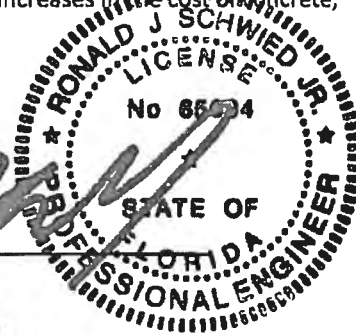
	Phase 7
Wastewater	\$22,591.06
Water	\$43,196.14
Surveying	\$6,920.00
<b>Construction Cost:</b>	<b>\$72,707.20</b>
<b>10% of Construction Cost:</b>	<b>\$7,270.72</b>
<b>Defect Surety Amount:</b>	<b>\$7,270.72</b>

### Notes:

- 1) This OPC is based on the engineer's understanding of the current rules, regulations, ordinances, and construction costs in effect on the date of this document. Interpretations of these construction costs may affect this OPC, and may require adjustments to delete, decrease, or increase portions of this OPC.
- 2) All costs provided in this OPC are based on recent contract prices, or the engineer's latest known unit costs. These costs cannot be guaranteed at this time due to unpredictable and uncontrollable increases in the cost of concrete, petroleum, or the availability of materials and labor.

  
Ronald J Schwied, PE

  
Date  
Florida License # 65694





**WASTEWATER**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
<b>Esplanade at Lakewood Ranch Phase VII</b>					
WW-1	8" SDR-26 6-8' CUT	212	LF	\$32.37	\$6,862.44
WW-2	Manhole (6'-8')	1	EA	\$3,647.08	\$3,647.08
WW-3	Manhole (6'-8') Lined	1	EA	\$7,852.28	\$7,852.28
WW-4	Single Sanitary Sewer Service	3	EA	\$655.90	\$1,967.70
WW-5	Double Sanitary Sewer Service	2	EA	\$897.58	\$1,795.16
WW-6	TV Testing	212	LF	\$2.20	\$466.40
				<b>SUBTOTAL =</b>	<b>\$22,591.06</b>

**POTABLE WATER**

Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
<b><u>Esplanade at Lakewood Ranch Phase VII</u></b>					
W-1	Connect to Ex. Main	1	EA	\$1,765.00	\$1,765.00
W-2	8" PVC Water Main	316	LF	\$27.05	\$8,547.80
W-3	Fire Hydrant Assembly, Complete	1	EA	\$4,996.24	\$4,996.24
W-4	Single Water Service w/ BFP	1	EA	\$1,544.10	\$1,544.10
W-5	Single Water Service - LONG - NO BFP	2	EA	\$829.30	\$1,658.60
W-6	Double Water Service - LONG - NO BFP	2	EA	\$1,149.60	\$2,299.20
W-7	8" Temp. Blow Off	1	EA	\$2,280.30	\$2,280.30
W-8	Water Main Testing	316	LF	\$2.50	\$790.00
W-9	6" NEPTUNE PROTECTUS III ( MCU TO PROVIDE METER & STRAINER )	1	LS	\$16,746.28	\$16,746.28
W-10	6" Gate Valve	1	EA	\$1,105.08	\$1,105.08
W-11	8" Gate Valve	1	EA	\$1,463.54	\$1,463.54
<b>SUBTOTAL =</b>				<b>\$43,196.14</b>	

**SURVEYING**

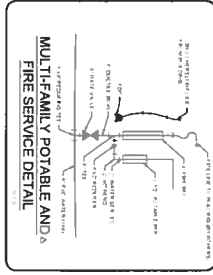
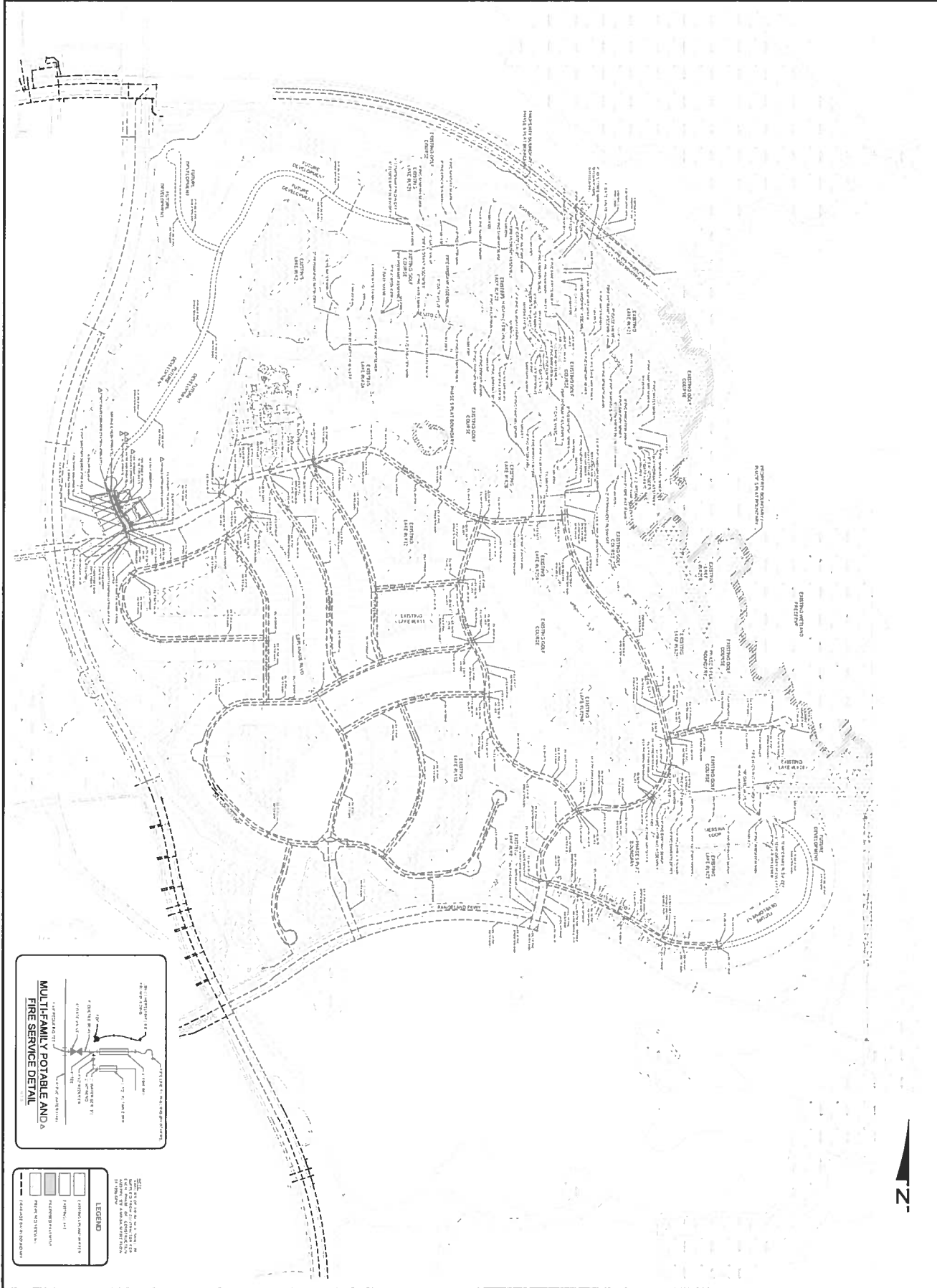
Item #	Description	Estimated Quantity	Unit	Unit Price	Amount
<b><u>Esplanade at Lakewood Ranch Phase VII</u></b>					
S-1	Construction Stakeout	1	LS	\$3,800.00	\$3,800.00
S-2	Construction Surveying	1	LS	\$3,120.00	\$3,120.00
<b>SUBTOTAL =</b>				<b>\$6,920.00</b>	

Esplanade, Ph VII, Subphases – Private Residential Project w/Public Improvement  
Potable Water & Wastewater  
DEFECT – Water, Potable Water, Surveying

**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**



**LEGEND**

- 1" = 100'
- 1" = 200'
- 1" = 400'
- 1" = 800'
- 1" = 1600'
- 1" = 3200'
- 1" = 6400'



**PLAUSIBILITY**

NO.	DESCRIPTION	DATE	BY	CHECKED BY
1	PRELIMINARY UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
2	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
3	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
4	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
5	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
6	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
7	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
8	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
9	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON
10	REVISED UTILITY PLAN	10/19/2017	J. LAURITSON	J. LAURITSON

PSP, FSP, PRELIMINARY SUBDIVISION PLAT AND CONSTRUCTION PLANS  
**ESPLANADE AT LAKEWOOD RANCH PHASE 7**  
 CLIENT TAYLOR MORRISON OF FLOIDA, INC  
**MASTER UTILITY PLAN**

**WALDROP ENGINEERING**  
 CIVIL, ENGINEERING &  
 LAND DEVELOPMENT CONSULTANTS

20100 BUNETA GRANDE DRIVE - SUITE 200 BUNETA SPRINGS, FL 34135  
 P: 352-465-7777 F: 352-465-7490 EMAIL: info@waldropengineering.com

Esplanade, Ph VII, Subphases – Private Residential Project w/Public Improvement  
Potable Water & Wastewater  
**DEFECT – Water, Potable Water, Surveying**

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

	Bond / LoC	Amount
1	Surety Bond No. SU1145029 Issued through Arch Insurance Company	<u>\$162,326.37</u>
2	<b><u>DEFECT ACCEPTANCE</u></b> Surety Bond No. SU1147535 Issued through Arch Insurance Company	<u>\$7,270.72</u>

**SURETY BOND  
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

**BOND NO.** SU1147535

**PROJECT NAME:** Esplanade at Lakewood Ranch Phase VII

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, Taylor Morrison of Florida, Inc. as Principal, and Arch 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 \$7,270.72 (Numbers) Seven Thousand Two Hundred Seventy and 72/100 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" dated MAY 9, 2017 and recorded in O.R. Book 2673, Page 7768, PRMCF ("Agreement").

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

**NOW THEREFORE**, if the Obligee's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Obligee's approval and acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the "**Agreement**", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Obligee the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 of 3 (*insert page number for surety address*). Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Esplanade at Lakewood Ranch Phase VII  
(Name of Project)

BOND NO. SU1147535

SIGNED AND SEALED this 3rd day of January, 20 18

Arch Insurance Company  
Surety Company Name

By: Margaret A. Ginem  
Margaret A. Ginem Signature - As its Agent

& FL Licensed Resident Agent

c/o Willis of Florida, Inc.  
4211 W. Boy Scout Blvd., Ste. 1000  
Tampa, FL 33607  
Inquiries: (813) 281-2095

Harborside 3, 210 Hudson Street, Suite 300  
Print Name & Title

Jersey City NJ 07311-1107  
Address  
City State Zip

WITNESSES OR CORPORATE SEAL

N/A  
Signature  
N/A  
Print Name

N/A  
Signature  
N/A  
Print Name

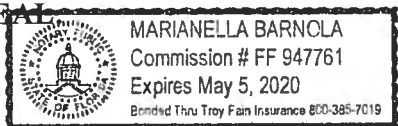
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of January, 20 18, by Margaret A. Ginem as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL



Marianella Barnola  
Notary Public

Marianella Barnola  
Print Name of Notary

Commission No. FF947761 My Commission Expires: 05/05/2020



DEVELOPER SIGNATURE FORM

FOR: Esplanade at Lakewood Ranch Phase VII  
BOND NO. SU1147535

SIGNED AND SEALED this 4<sup>TH</sup> day of JANUARY, 2018  
WITNESSES OR CORPORATE SEAL:

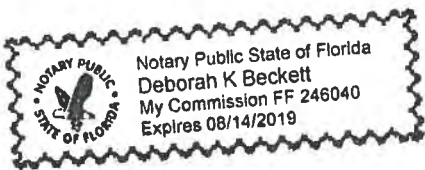
Deborah K. Beckett  
Witness  
Deborah E Hopkins  
Type or Print Name  
Tony Burnett  
Witness  
Tony Burnett  
Type or Print Name

Taylor Morrison of Florida, Inc.  
Developer  
BY: [Signature]  
Signature  
CHRISTOPHER LUNG  
Type or Print Name  
Vice President  
Title (If attorney-in-fact Attach Power of Attorney)  
551 N. Cattlemen Road, Suite 200  
Postal Address  
Sarasota FL 34232  
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida  
COUNTY OF: Sarasota  
The foregoing instrument was acknowledged before me this 4 day of January, 2018,  
by Christopher Lung, as Vice President, (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.

NOTARY SEAL:



Deborah K. Beckett  
Notary Public  
Deborah K. Beckett  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 20<sup>TH</sup> day of  
FEBRUARY, 2018.

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 County  
The foregoing instrument was acknowledged before me this 20 day of February, 2018,  
by Ed Hunzeker, 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.

NOTARY SEAL:



Marianne Lopata  
Notary Public  
Marianne Lopata  
Print Name of Notary

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Brandy Baich, David H. Carr, Eileen C. Heard and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that TAYLOR MORRISON OF FLORIDA, INC., a FLORIDA CORPORATION, whose address is 551 NORTH CATTLEMAN ROAD, SUITE 200, SARASOTA, FLORIDA 34232 (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: ESPLANADE, PHASE VII

1. All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, lift stations, equipment and appurtenances hereto, located within or upon that certain real property owned by the SELLER and described below; and
2. All potable water lines, including but not limited to all pipes, fittings, valves, services, tees, 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 10 day of November, 2017.

**WITNESSES:**

Signature:   
Print Name: Dorenda D. Marini

Signature:   
Print Name: Kyle W. Grimes

TAYLOR MORRISON OF FLORIDA, INC., a Florida Corporation

BY:   
Print Name: Andrew Miller  
Title: Auth. Agent

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16 day of November 2017, by Andrew Miller, as Authorized Ag. of TAYLOR MORRISON OF FLORIDA, INC., a FLORIDA CORPORATION, on behalf of the CORPORATION. They are personally known to me or have produced \_\_\_\_\_ as identification.



Danielle Ellis

Signature of Notary Public

Danielle Ellis

Name Typed, Printed or Stamped

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*WHEREFORE, the County and Developer have executed this Bill of Sale as of this 20<sup>th</sup> day of FEBRUARY, 2018.*

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

By: Board of County Commissioners

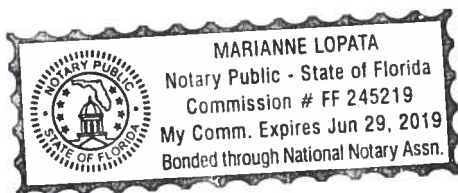
By: [Signature]

County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 20 day of February, 2018, 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.



Marianne Lopata

NOTARY PUBLIC Signature

Marianne Lopata

Printed Name

# Exhibit "A"

## Legal Description

Public utility easement across Tract 310 of Esplanade Phase VII, according to the plat thereof recorded in Plat Book 61, Page 169, in the Public records of Manatee County, Florida.

