MEMORANDUM

To: Cheri Coryea
County Administrator

Thru: Chad Butzow, Interim Director
Public Works Department

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

Date: June 18, 2019

Subject: MALLORY PARK PHASE II SUBPHASE B
PLN1806-0076
RELEASE PERFORMANCE PORTION OF AGREEMENT
RELEASE SURETY BOND
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE

On December 18, 2018 the Board of County Commissioners accepted the Agreement for Public Improvements for Private Subdivision for Phase II Subphase B, securing water & sewer improvements for the above referenced project. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements in order to release the performance portion (public improvements); and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **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 Public Improvements for Private Subdivision. Documents will be returned to Danielle Ellis with Grimes Goebel Attorneys at Law located at 1023 Manatee Avenue West, Bradenton, FL 34205;
Surety Bond No. SUR0051892 issued through Argonaut Insurance Company;

Amount of Performance Bond $382,230.00;

Accept, and Execute Surety Bond securing Section 1.5 “Maintenance, Defects” of the Agreement for Private Subdivision Improvements accepted by the Board of County Commissioners on December 18, 2018 for Phase II Subphase B, securing water and sewer;

Surety Bond No. 268012620 issued through Liberty Mutual Insurance;

Amount of Defect Security $29,402.30;

Accept and Execute Bill of Sale.

cc: Records Management  
    Ken LaBarr, Infrastructure Inspections Division Manager  
    Danielle Ellis, Agent for the Developer

Attachments
Mallory Park Phase II, Subphase B – Private Project w/Public Improvement
Water, Wastewater
**DEFECT** – Water & Sewer

**EXHIBIT “B-1”**
PUBLIC IMPROVEMENTS

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 SUBPHASE B Water, Wastewater</td>
<td>$382,230.00</td>
</tr>
<tr>
<td>2 DEFECT Water &amp; Sewer</td>
<td>$29,402.30</td>
</tr>
</tbody>
</table>
March 05, 2019

Stantec Consulting Services, Inc.
Attn: Mr. Douglas C. Brauer, P.E.
6900 Professional Parkway East
Sarasota, FL 34240

RE: **MALLORY PARK, PHASE II, SUBPHASE B – Private Subdivision**
(PLN1806-0076)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Water, Sewer)

Dear Mr. Brauer:

Your cost estimate for the above referenced bond, dated **January 24, 2019**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of **$29,402.30** which is 10%, of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,

[Signature]
Sia Molanazar, P.E., County Engineer
Deputy Director – Engineering Services

SM/jp/sh

cc: Record Management
Brandy Wilkins, 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 Dept.
Gray Marzullo, Sr. Planning and Zoning Tech, Building and Development Services
Site Development Cost Breakdown Summary

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>$136,425.00</td>
</tr>
<tr>
<td>Sewer</td>
<td>$157,598.00</td>
</tr>
</tbody>
</table>

Total Cost Opinion: $294,023.00
Total x 10%: $29,402.30

Certificate of Cost

I, Douglas C. Brauer, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Two Hundred Ninety Four Thousand Twenty Three Dollars and No Cents ($294,023.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.4.2., 10% of this amount, specifically, Twenty Nine Thousand Four Hundred Two Dollars and Thirty Cents ($29,402.30), is the required amount of the defect security.

Signed and sealed on this 24th day of January, 2019

Signed:
Douglas C. Brauer, P.E.
Florida Registered Engineer No. 82304
# Construction Cost
**Mallory Park Phase 2, Subphase B**
for Defect Security Bond

## Water

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit-Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8&quot; DIP Watermain</td>
<td>210</td>
<td>LF</td>
<td>$35.00</td>
<td>$7,350.00</td>
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<tr>
<td>6&quot; DIP Watermain</td>
<td>23</td>
<td>LF</td>
<td>$27.00</td>
<td>$621.00</td>
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<tr>
<td>8&quot; PVC Watermain</td>
<td>1,900</td>
<td>LF</td>
<td>$26.00</td>
<td>$49,400.00</td>
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<tr>
<td>6&quot; PVC Watermain</td>
<td>750</td>
<td>LF</td>
<td>$16.00</td>
<td>$12,000.00</td>
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<td>8&quot; Gate Valve with Box</td>
<td>5</td>
<td>EA</td>
<td>$1,750.00</td>
<td>$8,750.00</td>
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<tr>
<td>6&quot; Gate Valve with Box</td>
<td>2</td>
<td>EA</td>
<td>$1,232.00</td>
<td>$2,464.00</td>
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<td>Fire Hydrant Complete</td>
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<td>EA</td>
<td>$6,200.00</td>
<td>$12,400.00</td>
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<td>EA</td>
<td>$860.00</td>
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<td>Single Water Service Short</td>
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<td>EA</td>
<td>$765.00</td>
<td>$3,060.00</td>
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<td>Double Water Service Long</td>
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<td>EA</td>
<td>$1,450.00</td>
<td>$11,600.00</td>
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<tr>
<td>Double Water Service Short</td>
<td>11</td>
<td>EA</td>
<td>$1,315.00</td>
<td>$14,465.00</td>
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<tr>
<td>2&quot; Blowoff Assembly</td>
<td>1</td>
<td>EA</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
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<tr>
<td>2&quot; Temporary Blow off with 8&quot; Gate Valve</td>
<td>1</td>
<td>EA</td>
<td>$2,500.00</td>
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<td>Remove Blowoff and Install Temporary Jumper</td>
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<td>EA</td>
<td>$3,950.00</td>
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<td>Watermain Testing</td>
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<td>LS</td>
<td>$1,485.00</td>
<td>$1,485.00</td>
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**TOTAL WATER = $136,425.00**
## Construction Cost
**Mallory Park Phase 2, Subphase B**
for Defect Security Bond

### Sewer

<table>
<thead>
<tr>
<th>Item Description</th>
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<th>Unit</th>
<th>Unit-Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>8&quot; PVC Sanitary Sewer 0-6'</td>
<td>58</td>
<td>LF</td>
<td>$20.00</td>
<td>$1,160.00</td>
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<tr>
<td>8&quot; PVC Sanitary Sewer 6-8'</td>
<td>805</td>
<td>LF</td>
<td>$24.00</td>
<td>$19,320.00</td>
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<td>8&quot; PVC Sanitary Sewer 8-10'</td>
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<td>LF</td>
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<td>8&quot; PVC Sanitary Sewer 10-12'</td>
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<td>8&quot; PVC Sanitary Sewer 12-14'</td>
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<td>LF</td>
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<td>8&quot; PVC Sanitary Sewer 14-16'</td>
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<td>Sanitary Sewer Manholes 6-8'</td>
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<td>LA</td>
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<td>Sanitary Sewer Manholes 6-8' Drop/Lined</td>
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<td>EA</td>
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<td>$3,690.00</td>
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<td>Sanitary Sewer Manholes 10-12'</td>
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<td>EA</td>
<td>$4,210.00</td>
<td>$4,210.00</td>
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<tr>
<td>Sanitary Sewer Manholes 12-14'</td>
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<td>EA</td>
<td>$4,325.00</td>
<td>$8,790.00</td>
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<tr>
<td>Single Sewer Service</td>
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<td>$570.00</td>
<td>$7,370.00</td>
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<tr>
<td>Double Sewer Service</td>
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<td>EA</td>
<td>$765.00</td>
<td>$13,770.00</td>
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<td>Gravity Sewer Testing</td>
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<td>LS</td>
<td>$4,350.00</td>
<td>$4,350.00</td>
</tr>
</tbody>
</table>

**TOTAL SEWER = $157,598.00**
EXHIBIT “B-2” IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)

FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT
Mallory Park Phase II, Subphase B – Private Project w/Public Improvement
Water, Wastewater
**DEFECT** – Water & Sewer

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

<table>
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<tr>
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<tbody>
<tr>
<td>1</td>
<td><strong>SUBPHASE B</strong>&lt;br&gt;Surety Bond No. SUR0051892 Issued Thru Argonaut Insurance Company</td>
<td>$382,230.00</td>
</tr>
<tr>
<td>2</td>
<td><strong>DEFECT</strong>&lt;br&gt;Surety Bond No. 268012620 Issued Thru Liberty Mutual Insurance</td>
<td>$29,402.30</td>
</tr>
</tbody>
</table>
SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. 268012620

PROJECT NAME: Matlory Park Phase II Subphase B

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, DiVosta Homes, LP as Principal, and Liberty Mutual 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 $29,402.30 (Numbers) Twenty-Nine Thousand, Four Hundred Two and 30/100 (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 December 18, 2018 and recorded in O.R. Book 2762, Page 4944, 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 (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: Mallory Park Phase II, Subphase B
(Name of Project)

BOND NO. 268012620

SIGNED AND SEALED this 18th day of March, 2019

Liberty Mutual Insurance Company

By: [Signature] Signature - As its Agent

[Name] Gregory S. Rives

[Address] 2815 Forbes Ave., Ste. 102


WITNESSES OR CORPORATE SEAL

[Signature] Signature

[Print Name] Print Name

[Signature] Signature

[Print Name] Print Name

STATE OF: GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 18th day of March, 2019, by Gregory S. Rives [Title] as Attorney-in-Fact, on behalf of the Surety identified herein, and who is personally known to me or who has produced KNOWN [Type of Identification] as identification.

NOTARY SEAL:

[Signature] Shirley E. Hutchins
Notary Public

[Print Name of Notary]

Commission No. [Commission Number] My Commission Expires: March 18, 2022
DEVeLOPER SIGNATURE FORM

FOR: Malony Park Phase II Subphase B
BOND NO. 268012620

SIGNED AND SEALED this 18th day of March 2019

WITNESSES OR CORPORATE SEAL:

J. Nicholas Sarvis
Type or Print Name
Witness

Ross Ripple
Type or Print Name
Witness

BY: D. Bryce Langen
Type or Print Name
VP & Treasurer

Divostia Homes LP

Title (If attorney-in-fact Attach Power of Attorney)

24311 Walden Center Dr. Suite 300
BONITA SPRINGS, FL 34134

Postal Address
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: GEORGIA
COUNTY OF: FULTON
The foregoing instrument was acknowledged before me this 18th day of March 2019 by D. Bryce Langen, as VP & Treasurer (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced known (Type of Identification) as identification.

NOTARY SEAL:

SHIRLEY E. HUTCHINS
Notary Public - State of Georgia
Fulton County
My Commission Expires Mar 18, 2022

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of 20__.

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

STATE OF: Florida
COUNTY OF: Manatee County
The foregoing instrument was acknowledged before me this 7 day of June 2019 by LORI CORTY 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 - State of Florida
Commission # FF 245219
My Comm. Expires Jun 26, 2019
Bounded through National Notary Assn.

Print Name of Notary

Page 3 of 3
THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED 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.

Certification No: 8145931

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (henceforth called the ‘Companies’), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kelly Marie Conlon; Kim Hill; Ross Irwin; D. Bryce Langen; Jean Marusak; Brian O'Meara; James Ossowski; Ellen Padesky Maturen; Gregory S. Rives; Kelly Yoakam; James Zeumer

all of the city of Atlanta, state of GA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the Secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of July 2018.

State of Pennsylvania
County of Montgomery

On this 6th day of July 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by him as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV—OFFICERS—Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorney-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII—Execution of Contracts—Section 4. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

Certificate of Designation—The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization—By unanimous consent of the Company’s Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewelyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March 2019.

By: Renee C. Llewelyn, Assistant Secretary

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LMS_12873_022017
ACKNOWLEDGEMENT BY SURETY

STATE OF GEORGIA) ) ss.
COUNTY OF FULTON)

This record was acknowledged before me on March 18, 2019, Gregory S. Rives, as Attorney-in-Fact of Liberty Mutual Insurance Company, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand and official seal.

Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022
ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on March 18, 2019, by D. Bryce Langen, VP & Treasurer of DiVosta Homes, LP, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Divosta Homes, L.P., a Delaware limited partnership, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (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: Mallory Park, Phase II, Subphase B.

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 describec below.

All on the property described in Exhibit “A” and as further illustrated in Exhibit “B”, 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 14th day of March, 2019.

WITNESSES:

Signature: [Signature]
Print Name: Christopher Peaeca

Signature: [Signature]
Print Name: Walter Grassman

Divosta Homes, L.P., a Delaware limited partnership

By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its general partner

BY: Michael Woolery, Vice President of Land Acquisitions, Southwest Florida Division

STATE OF FLORIDA
COUNTY OF [San[on]a]

The foregoing instrument was acknowledged before me this 14th day of March, 2019, by Michael Woolery, as Vice President of Land Acquisitions, Southwest Florida Division, respectively, of Divosta Homes Holdings, LLC, a Delaware limited liability company, as the General Partner of Divosta Homes, L.P., a Delaware limited partnership, on behalf of the partnership. He is personally known to me, or has produced ____________________ as identification.

[Signature of Notary Public]

Name Typed, Printed or Stamped: [Signature]
Commission No.: [Commission No.]
My Commission Expires: [Expiration Date]
WHEREFORE, the County and Developer 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 ___ day of ___ , 20__, by ___ (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

[Signature]
Printed Name
Exhibit “A”

Legal Description

Tract 308 and public utility easements within Mallory Park, Phase II, Subphase B, according to the plat thereof recorded in Plat Book 64, Page 118 through 125, in the Public records of Manatee County, Florida.
Exhibit "B"

Pages from Mallory Park, Phase II, Subphase B

Recorded in Plat Book 64, Page 118 through 125, in the Public records of Manatee County, Florida.