

MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

DEFERRED

SUBJECT	Silver Lake Community Association Inc. POMD Agreement/ Utility Turnover	TYPE AGENDA ITEM	Consent
DATE REQUESTED	November 21, 2011	DATE SUBMITTED/REVISED	November 4, 2011
BRIEFINGS? Who?	N/A	CONSEQUENCES IF DEFERRED	N/A
DEPARTMENT/DIVISION	Property Management Property Acquisition	AUTHORIZED BY TITLE	Charlie Bishop, Director <i>CMB</i> Property Management
CONTACT PERSON TELEPHONE/EXTENSION	Moonlin Johnson Ext: 6289	PRESENTER/TITLE TELEPHONE/EXTENSION	Joaquin Servia, Manager <i>Joaquin</i> Property Acquisition/3021
ADMINISTRATIVE APPROVAL		<i>[Signature]</i>	

ACTION DESIRED
INDICATE WHETHER 1) REPORT; 2) DISCUSSION; 3) FORM OF MOTION; OR 4) OTHER ACTION REQUIRED

Authorization for Chairman to execute and record, Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned Lands (POMD), between Manatee County and Silver Lake Community Association Inc. located south of SR-70 and east of Lockwood Ridge Road.
Acceptance of, authorization to record Utility Easement from Silver Lake Community Association Inc., a Florida Non Profit corporation.
Authorization to record Affidavit of Ownership and Encumbrances and Bill of Sale from Jonathan N. Edwards, President of Silver Lake Community Association Inc.

ENABLING/REGULATING AUTHORITY
Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy

Comp Plan – Goals 9.5 -9.6 Address the potable water system.
Land Development Code – Section 722.1.8 Addresses Utilities & Land Development Code – Section 722.3 Addresses Installation of Improvements.
Resolution R-99-115 – Addresses establishment of standards for the installation and maintenance of publicly owned utilities underlying privately owned lands.

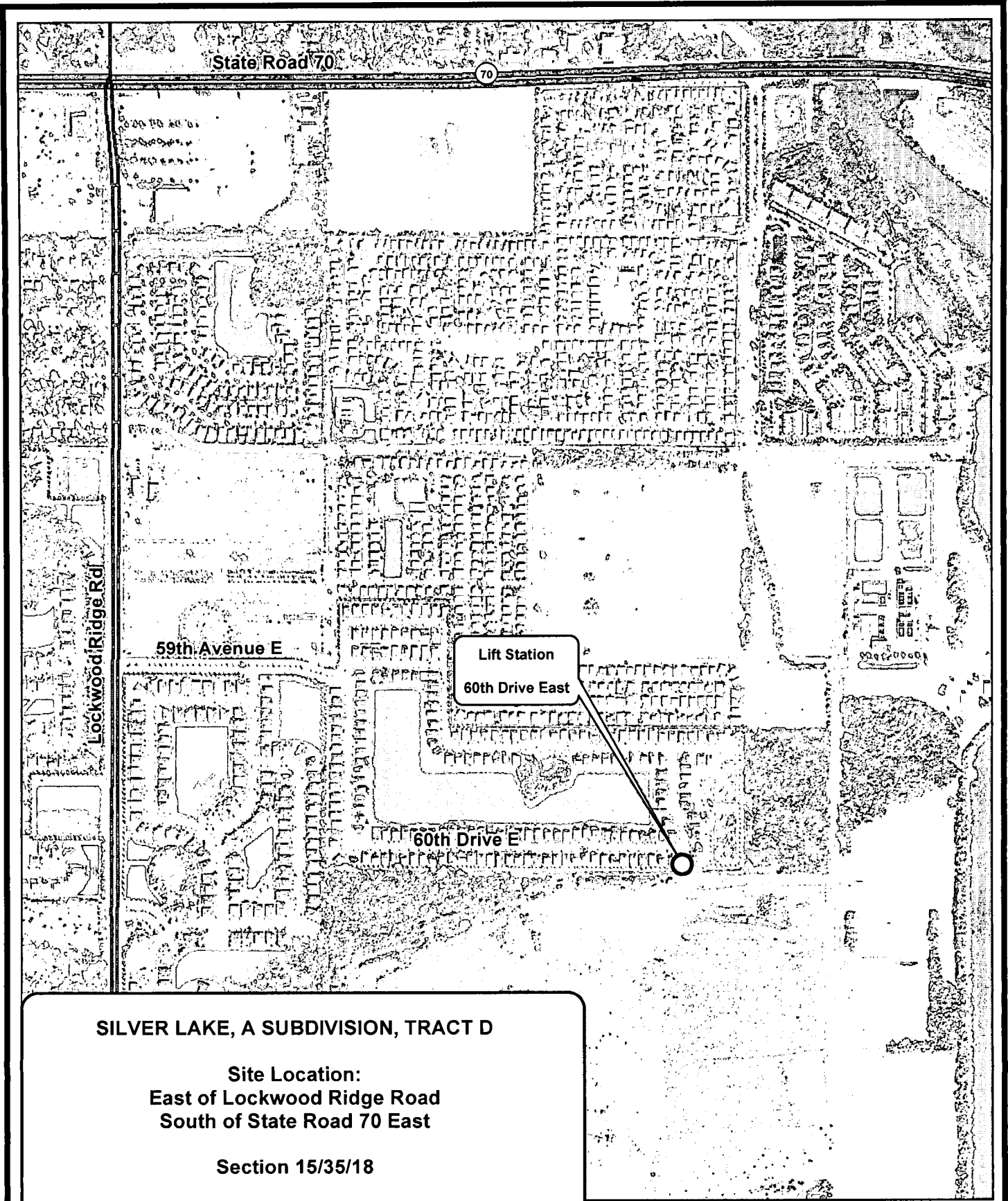
BACKGROUND/DISCUSSION

- Silver Lake Community Association Inc. is proposing to turn over to Manatee County ownership and maintenance responsibility of the sanitary sewer lift station and associated forced main located in Tract D and portions of Tract F of this Subdivision.
- The Utilities proposed for transfer to the County have passed all required inspections by Manatee County Utility Department.
- The POMD Agreement, Bill of Sale, Utility Easement, Affidavit of Ownership and Encumbrances are hereby presented for recording and/or execution and acceptance.

COUNTY ATTORNEY REVIEW

Check appropriate box	
<input type="checkbox"/>	REVIEWED Written Comments: <input type="checkbox"/> Attached <input type="checkbox"/> Available from Attorney (Attorney's initials: _____)
<input type="checkbox"/>	NOT REVIEWED (No apparent legal issues.)
<input checked="" type="checkbox"/>	NOT REVIEWED (Utilizes exact form or procedure previously approved by CAO.)
<input type="checkbox"/>	OTHER

ATTACHMENTS: (List in order as attached)	INSTRUCTIONS TO BOARD RECORDS:	
1) POMD Agreement 2) Bill of Sale 3) Utility Easement 4) Affidavit 5) Location Map	Notification of document acceptance and recording to Moonlin Johnson/MCG, Olga Rosier/MCG and David Omahony/MCG. CCC Charge Account #AR700003 Project Management	
COST: \$133.50 Recording Fee	SOURCE (ACCT # & NAME):	001-0020505 Property Acquisition Core Funds
COMMENTS: N/A	AMT./FREQ. OF RECURRING COSTS: ATTACH FISCAL IMPACT STATEMENT	N/A



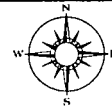
SILVER LAKE, A SUBDIVISION, TRACT D

**Site Location:
East of Lockwood Ridge Road
South of State Road 70 East**

Section 15/35/18

**District 5
COMMISSIONER DONNA HAYES**

Legend: Lift Station



1 inch equals 0.16 miles

Projection: State Plane Florida West (U.S. Feet)
 Coordinate System: Transverse Mercator
 Datum: North American 1983
 False Easting: 656166.666667
 False Northing: 0.000000
 Central Meridian: -82.000000
 Scale Factor: 0.999941
 Latitude of Origin: 24.333333



DATE: November 21, 2011
TO: RECORDING DEPT.
FROM: MAGGIE RIESTER
BOARD RECORDS
SUBJECT: SILVER LAKE COMMUNITY ASSOC

Agmt	9 pgs	78.00
O&E/Bill Sale	4 pgs	35.50
Util Esmt	2 pgs	18.50

Total \$ 131.00

CHARGE: Charge Account AR700003
Project Management

**** PLEASE RETURN ORIGINAL**
DOCUMENTS TO MAGGIE IN BOARD
RECORDS.

Thank you!

**AGREEMENT FOR THE INSTALLATION AND
MAINTENANCE OF PUBLICLY OWNED FACILITIES
UNDERLYING PRIVATELY OWNED LANDS (POMD)**

This Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned Lands (the "**Agreement**") is executed this _____ day of _____, 2011, between MANATEE COUNTY, a political subdivision of The State of Florida (the "**County**") and Silver Lake Community Association a Florida not-for-profit corporation (the "**Association**"). Inc

RECITALS

A. "Association" owns certain lands in Manatee County, Florida as described in Schedule "A" attached hereto and made a part hereof by reference (the **Development**).

B. The "Association" is responsible for administering certain duties with respect to the Development.

C. The "Association" has installed or is willing to install the necessary potable lift station and force main (collectively, the "**Facilities**") to provide sewage disposal service to the Development.

D. The County is willing to accept ownership and responsibility for maintenance of the Facilities.

E. The "Association" has recorded, or will record simultaneously with the recordation of this Agreement easements in favor of the County, for utilities.

G. Pursuant to Resolution R-99-115, adopted by the Board of County Commissioners of the County on June 15, 1999, a true copy of which is attached hereto as Schedule "B" and made a part hereof by reference (the "**Resolution**", the County has requested that the parties enter into this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants between the parties to be made and performed, and in consideration of the benefits to accrue to each of the respective parties, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by reference.

RECEIVED
SEP 22 2011
PUBLIC WORKS
ENGINEERING DIVISION



2. **Facilities.** The "Association", at its sole cost and expense, has caused to be designed, constructed and installed, the Facilities in accordance with the plans and specifications approved by the County and the easements granted with this agreement. Upon the County's approval of the Facilities, the "Association" shall convey to the County, by written bill of sale in recordable form reasonably acceptable to the County, all of the "Association" right, title and interest in and to the Facilities, free and clear of all liens and encumbrances. The County shall not be responsible for payment to the "Association" of any fees, royalties, commissions or taxes, however styled, in connection with the "Association's" grant of the easements with this agreement or the "Association's" conveyance of the Facilities to the County or the County's perpetual usage and maintenance of the Facilities.

3. **Maintenance.** The County shall, at all times and at its sole cost and expense, operate, maintain, repair and replace the Facilities in a good condition suitable for their intended use and in compliance with applicable statutes, laws, codes, ordinances, rules and regulations. Although the "Association" will be responsible for the maintenance of all roads, avenues, sidewalks, medians, landscaped areas, irrigation systems and retention areas within the Development, the County shall repair any damage to roads, driveways and sidewalks which may arise by reason of the County's operation, maintenance, repair and replacement of the Facilities. The "Association" acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the "Association" shall hold the County harmless from any liability due to any such minor settlement. The "Association" acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

4. **Miscellaneous.**

(a) The "Association" acknowledges the necessity to comply and shall comply with the various requirements of the Resolution.

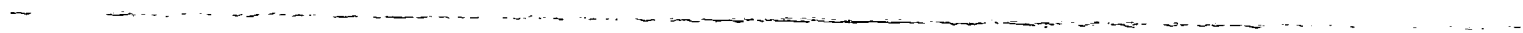
(b) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, including, without limitation, subsequent owners of lots and other real property within the Development and any property owners' association administering any portion of the Development.

(c) This Agreement shall not be changed, terminated or modified orally or in any manner other than by an agreement in writing signed by the parties hereto, unless otherwise expressly provided herein to the contrary.

(d) This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court or competent jurisdiction in Manatee County, Florida.

2
1

1.1.1



1.1.1



(e) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect, provided the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

(f) The headings of the sections and paragraphs of this Agreement are for convenience of reference only, and are not to be considered to be a part hereof and shall not limit or otherwise affect any of the terms of this Agreement.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the "Association" have caused this Agreement to be executed by their respective duly authorized officers and officials as of the day and year above written.

Approved and accepted for and behalf of Manatee County, Florida, this 21st day of November, 2011.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: _____
Chairman

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

Signed, sealed and delivered in
the presence of:

Silver Lake Community Association Inc.
A Florida Not-For-Profit Corporation

Witnesses:
Diana Gerardi
Signature
Diana Gerardi
Print Name
Kelley Lyons
Signature
Kelley Lyons
Print Name

Jon Edwards
Signature
Jon Edwards
Print Name
Board President
Title

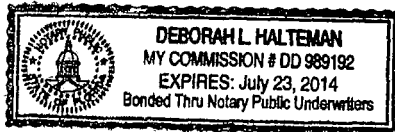
STATE OF Florida
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 12th day of September, 2011 by Jon Edwards as Board President (Title) of Silver Lake Community Assoc., a Florida not-for-profit corporation who is personally known to me or produced _____ (Type of Identification) as identification.

Deborah L. Halteman
Notary Public
DEBORAH L. HALTEMAN
(Printed Name of Notary Public)

NOTARY SEAL:

My Commission Expires: _____



Schedule "A"

SILVERLAKE

2051876

A SUBDIVISION IN SECTIONS 15 & 16, TOWNSHIP 35 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA

LEGAL DESCRIPTION

FROM A CONCRETE MONUMENT FOUND AT THE N.E. CORNER OF THE S.W.1/4 OF THE S.W.1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 18 EAST, RUN S00°13'52"E, ALONG THE EAST LINE OF THE SAID S.W.1/4 OF THE S.W.1/4, A DISTANCE OF 409.09 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE S00°13'52"E, ALONG THE EAST LINE OF THE SAID S.W.1/4 OF THE S.W.1/4, A DISTANCE OF 916.94 FEET TO THE S.E. CORNER THEREOF; THENCE S89°40'57"W, ALONG THE SOUTH LINE OF THE SAID S.W.1/4 OF THE S.W.1/4, A DISTANCE OF 1322.33 FEET TO THE S.W. CORNER THEREOF, BEING ALSO THE S.E. CORNER OF THE S.E.1/4 OF THE S.E.1/4 OF SECTION 16, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S89°56'52"W, ALONG THE SOUTH LINE OF THE SAID S.E.1/4 OF THE S.E.1/4, A DISTANCE OF 1319.76 FEET TO THE S.W. CORNER THEREOF; THENCE N00°14'16"W, ALONG THE WEST LINE OF THE SAID S.E.1/4 OF THE S.E.1/4, A DISTANCE OF 1267.26 FEET; THENCE N89°58'08"E, A DISTANCE OF 61.90 FEET; THENCE N20°27'15"E, A DISTANCE OF 56.54 FEET; THENCE N00°01'30"W, A DISTANCE OF 392.00 FEET; THENCE N89°58'30"E, A DISTANCE OF 711.00 FEET; THENCE S00°01'30"E, A DISTANCE OF 787.92 FEET; THENCE N89°58'30"W, (PASSING INTO SECTION 15 AT 529.39 FEET) A DISTANCE OF 1850.80 FEET TO THE POINT OF BEGINNING LYING AND BEING IN SECTIONS 15 AND 16, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA CONTAINING 69.45 ACRES, MORE OR LESS.

ALSO:

BEGIN AT THE N.E. CORNER OF THE S.W.1/4 OF THE S.E.1/4 OF SECTION 16, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S00°14'16"E, ALONG THE EAST LINE OF SAID S.W.1/4 OF THE S.E.1/4, A DISTANCE OF 160.00 FEET; THENCE N72°12'52"W, A DISTANCE OF 196.09 FEET; THENCE S89°58'07"W, A DISTANCE OF 1090.00 FEET TO THE EAST RIGHT OF WAY LINE OF LOCKWOOD RIDGE ROAD; THENCE N00°16'20"W, ALONG SAID EAST RIGHT OF WAY LINE OF LOCKWOOD RIDGE ROAD, A DISTANCE OF 100.00 FEET TO THE NORTH LINE OF SAID S.W.1/4 OF S.E.1/4; THENCE N89°58'07"E, ALONG SAID NORTH LINE OF S.W.1/4 OF S.E.1/4, A DISTANCE OF 1276.53 FEET TO THE POINT OF BEGINNING; CONTAINING 3.0588 ACRES +/-.

NOTES

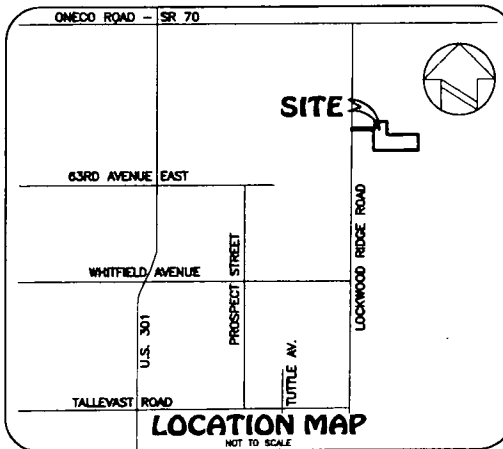
- 1) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) BEARINGS ARE BASED ON THE SOUTH LINE OF THE S.E.1/4 OF THE S.E.1/4 BEING S89°56'52"W.
- 3) ELEVATIONS ARE BASED ON MANATEE COUNTY BENCHMARK "M 16" WITH A STAMPED ELEVATION OF 13.59. BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
- 4) COORDINATES ARE BASED ON FLORIDA STATE PLANE SYSTEM (WEST ZONE) NAD 1983. THE COORDINATES ARE DERIVED FROM THE PLAT OF BRADEN CROSSINGS, PHASE 1-A, AS RECORDED IN PLAT BOOK 30 PAGES 86-90 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND HAVE A SCALE FACTOR OF 0.999970.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE MANATEE COUNTY LAND DEVELOPMENT CODE AND THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN INSTALLED. THE LOT CORNERS INSTALLATION DATE WILL BE CERTIFIED BY A RECORDED AFFIDAVIT WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

DATE: 11/24, 2004

[Signature]
VAN S. BROWN, P.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4978



CERTIFICATE OF APPROVAL OF BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA }
COUNTY OF MANATEE } SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD AND ALL OFFERS OF DEDICATION ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF THE MANATEE COUNTY, FLORIDA, THIS THE 7th DAY OF December, 2004.

ATTEST:
[Signature]
CLERK OF CIRCUIT COURT
Deputy Clerk

[Signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA }
COUNTY OF MANATEE } SS

I, R.B. SHORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN THE PLAT BOOK 45 PAGE 80-81, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 8th DAY OF December, 2004.

[Signature]
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA
Deputy Clerk

CERTIFICATE OF APPROVAL OF THE COUNTY SURVEYOR

STATE OF FLORIDA }
COUNTY OF MANATEE } SS

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND CHAPTER 9 OF THE LAND DEVELOPMENT CODE OF MANATEE COUNTY.

DATE: 11-24-04

[Signature]
JAMES B. POWERS, PSM #4569
GEORGE YOUNG, INC. FOR MANATEE COUNTY

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA }
COUNTY OF MANATEE } SS

I, LESTER G. SCHOTT, AS PRESIDENT, OF GOLD TREE COMMUNITIES, INC., A FLORIDA CORPORATION CERTIFY OWNERSHIP BY SAID CORPORATION OF THE PROPERTY DESCRIBED HEREON AND THE CORPORATION DOES HEREBY DEDICATE ALL EASEMENTS SHOWN AND DESCRIBED ON THIS PLAT ENTITLED "SILVERLAKE", UNLESS SPECIFICALLY RESERVED, FOR THE USE BY THE GENERAL PUBLIC FOREVER.

IN WITNESS WHEREOF, GOLD TREE COMMUNITIES, INC., HAS CAUSED THIS CERTIFICATE TO BE EXECUTED IN ITS NAME THIS THE 24th DAY OF November, 2004.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND FIXED THE SEAL OF THE CORPORATION THIS 24th DAY OF November, A.D., 2004.

GOLD TREE COMMUNITIES, INC.

WITNESS: *[Signature]*
Darinda D. Mann
BY: *[Signature]*
LESTER G. SCHOTT
PRESIDENT

WITNESS: *[Signature]*
Nicole Murray Fortson

STATE OF FLORIDA }
COUNTY OF MANATEE } SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF November, A.D., 2004, BY LESTER G. SCHOTT, AS PRESIDENT, ON BEHALF OF THE CORPORATION IDENTIFIED HEREIN AS DEVELOPER AND WHO IS PERSONALLY KNOWN TO ME AND WHO DID NOT TAKE AN OATH.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES: _____

RESERVATION OF EASEMENT

THERE ARE HEREBY EXPRESSLY RESERVED, EASEMENTS OF 5' IN WIDTH ALONG ALL SIDE AND REAR LOT LINES AND 10' ALONG ALL FRONT LINES FOR THE EXPRESS PURPOSES OF ACCOMMODATING SURFACE AND UNDERGROUND DRAINAGE, CABLE TV, AND OVERHEAD AND UNDERGROUND UTILITIES. WHERE SAID LOTS ARE COMBINED, THE UTILITY SHALL BE REIMBURSED FOR ANY RELOCATION OF SAID FACILITIES AFFECTED BY THE COMBINING OF SAID LOTS. EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY OF THE PURPOSES NOTED.

BETA

BETA COMPANY SURVEYING, INC.-LB #6704
PROFESSIONAL SURVEYORS
4523 30th STREET WEST
BRADENTON, FLORIDA 34282-1285
(841) 751-8016

6/15/99
696
46

RESOLUTION R-99-115

**A RESOLUTION OF MANATEE COUNTY, FLORIDA,
ESTABLISHING STANDARDS FOR THE INSTALLATION
AND MAINTENANCE OF PUBLICLY-OWNED UTILITIES
UNDERLYING PRIVATELY-OWNED LANDS; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, as Manatee County continues to grow and urbanize, more requests are being made of Manatee County Government to accept ownership and maintenance of utility lines and appurtenances on and under privately-owned lands; and

WHEREAS, the most common instance of such requests involves new development wherein a developer proposes publicly-owned utilities underlying privately-owned streets; and

WHEREAS, with the increased incidence of such requests, it has become necessary for Manatee County to establish minimum standards and requirements for such arrangements, in an effort to protect the public health, safety and welfare.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Manatee County, Florida, as follows:

1. Manatee County hereby adopts development standards and requirements for public ownership and maintenance of water and sewer utilities lying on or under privately-owned lands. Said standards and requirements are set forth in Exhibit A, which is attached hereto and made a part hereof.

2. The aforesaid standards and requirements shall become effective at 12:01 a.m. on the thirty-first (31st) day following adoption of this Resolution.

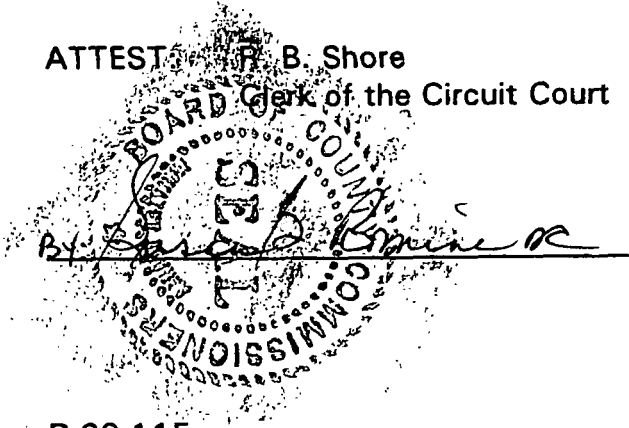
3. Nothing herein shall be construed as requiring Manatee County to accept such a proposed arrangement if the County, in its sole discretion, determines that the proposal is not in the best public interest.

ADOPTED with a quorum present and voting this the 15TH day of JUNE, 1999.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Stan Stephen
Chairman

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



R-99-115

EXHIBIT A**MANATEE COUNTY DEVELOPMENT REQUIREMENTS FOR PUBLIC WORKS DEPARTMENT MAINTENANCE OF WATER AND SEWER UTILITIES WITHIN PRIVATELY OWNED AND MAINTAINED DEVELOPMENTS (POMD)**

- 1) Streets to be owned and maintained by all POMD's shall be open to County maintenance and emergency personnel at all times.
- 2) Potable water lines, reclaimed water lines, sanitary sewer lines, pump stations, fire hydrants and related appurtenances, to be constructed or installed by a POMD, but owned and operated by the County, shall be within permanent exclusive easements meeting the following criteria:
 - a) Street easements shall be the same width as the equivalent right-of-way for streets normally dedicated to the County, but not less than 50'-0" or as otherwise approved by the Board of County Commissioners.
 - b) Facilities such as, but not limited to, pump stations and lift stations, shall be located *outside street easements and shall be accessible via a 30'-0" wide corridor*. The area containing the facility shall extend a minimum of 20'-0" in all directions beyond the edges of the facility. This area, together with the access corridor, will be conveyed to Manatee County by way of a permanent exclusive easement.
 - c) Landscaping around lift and pump stations, planted and maintained by a POMD, is allowed within the outer 10'-0" of the 20'-0" perimeter area called for in item b) above. Fencing around lift and pump stations shall be coordinated with the County and shall not serve to unduly interfere with access by County maintenance and emergency personnel.
 - d) With the exception of the road paving, concrete curbing, concrete driveways, sidewalks, storm drainage facilities, mailboxes and landscaping and fencing as described in item c) above, *no other installation or landscaping shall be placed within the aforementioned easements*. Entrance wall foundations and large landscaping owned and maintained by a POMD shall not be installed closer than 10' - 0" or a clear horizontal distance at least equal to the pipe depth below final grade, whichever is larger, from any pipeline owned and operated by Manatee County.
 - e) A clear distance of at least 10'-0" shall be maintained between County owned utilities and other utilities such as electric, telephone, gas, cable TV, etc. Additional utility easements may be required to accomplish this.
- 3) Placement of water, reclaimed water and sewer installations along rear lot lines is prohibited.
- 4) Maintenance and renewal of all roads, avenues, sidewalks and medians, together with landscaping areas, irrigation systems and retention areas is the sole responsibility of the

POMD. Asphaltic or Portland Cement concrete repairs to roads and driveways, necessitated by maintenance or repair work to County owned underground facilities shall be performed at the expense of the County. Minor settlement is to be expected from these repairs and the POMD is required to hold the County harmless from any liability due to this settlement. Removal and replacement of these patches in order to match decorative pavements and driveways is the sole responsibility of the POMD.

- 5) The County will pay no fees, royalties, commissions or taxes, however styled, to a POMD for use of easements or ownership of facilities.
- 6) The above requirements will be included in a written Agreement between the developer of any POMD and Manatee County. This Agreement document shall include legal descriptions for easements. In addition,
 - a) the Agreement document will be added to the "Checklist for Final Plat Requirements for a Private Subdivision;" and
 - b) the Agreement document shall be recorded in the County's Official Records, simultaneously with the final subdivision plat. The developer shall supply a recorded copy to Manatee County Public Works/Engineering Division and Manatee County Transportation/Land Acquisition Division; and
 - c) the Agreement document will be attached as an exhibit to the subdivision's Declaration of Covenants and Conditions and will be referenced in a Notice to Buyers with a notation of the Official Records Book and Page where the recorded copy can be found in the public records of the County.
- 7) The aforesaid standards shall become effective thirty (30) days after approval and adoption by the Manatee County Board of County Commissioners.

This instrument prepared by:
Joaquin Servia, Manager, Property Acquisition
Property Management Department
P.O. Box 1000
Bradenton, Florida 34206

ID # 1735626359

-----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

STATE OF Florida
COUNTY OF Manatee

S 206
60th Dr E
BEFORE ME, the undersigned authority, this day personally appeared Jon Edwards, of **Silver Lake Community Association Inc.**, whose mailing address is 8412 14th Avenue NW, Bradenton, Florida 34209, who being first duly sworn, deposes and says:

1. That the undersigned, hereinafter called the Grantor, is the owner of and has full authority to sell or encumber the following described property, (hereinafter "Property").

See legal description identified as Exhibit "A" attached hereto.

2. That the Owner plans to convey an easement and/or property to the **COUNTY OF MANATEE** whose principal office is at 1112 Manatee Avenue West, Post Office Box 1000, Bradenton, Florida 34206 (hereinafter "Grantee").

3. To the best of my knowledge, the only mortgages, liens, encumbrances, including but not limited to any leasehold interest or potential claims against the Property are:

None

4. That there has been no labor, material, or service furnished for improvement of the Property, which remains unpaid, except as set forth in paragraph 3 of this affidavit.

5. That there are no claims, demands, liens, or judgments outstanding against the above-described property and the Grantor is not indebted to anyone for any such Property, except as set forth in paragraph 3 of this affidavit.

6. That the Grantor makes this affidavit for the purpose of assisting the Grantee in the acquisition of the above described property.

(Corporate Seal)

Silver Lake Community Association Inc.

By: *J.M.*
President *Jonathan N. Edwards*
Printed Name

SWORN to (or affirmed) and subscribed before me this 28 day of July, 2011, by *Jonathan N Edwards, PRESIDENT* (name and title of agent) Of, **Silver Lake Community Association Inc.** a Florida Non Profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Deborah L. Halteman
NOTARY PUBLIC Signature
DEBORAH L. HALTEMAN
Printed Name

Exhibit "A"

Tract D (Lift Station) SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida, and Tract F, SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Silver Lake Community Association, Inc., a Florida Non Profit Corporation, of the County of Manatee, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, Manatee County, a political subdivision of the State of Florida, its successors and assigns, the following goods and chattels:

Sanitary sewer lift station and force main within Tract D (Lift Station) SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida, and the sanitary sewer force main system located within 59th Avenue East, 48th Street East and 60th Drive East, which are portions of Tract F SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

And it does for itself and its heirs, executors, and administrators, covenant to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels, that they are free from all encumbrances; that it has good right to sell the same aforesaid and that it will warrant and defend the sale of the said property, goods and chattels hereby

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ENGINEERING DIVISION

made, unto the said party of the second part, its executors, administrators and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Jon Edwards has hereunto set his hand and seal the 30 day of Sept, 2011.

Signed, sealed and delivered
in the presence of:

Diana Gerardi
Witness: Diana Gerardi

Kelley Lyons
Witness: Kelley Lyons

Silver Lake Community Association, Inc.

By: Jon Edwards

Print Name: B Jon Edwards

Its: Board President

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jon Edwards, as Board President of Silver Lake Community Association, Inc., well known to me or having provided _____ as proof of identification to be the person named as party of the first part in the foregoing Bill of Sale and that he acknowledged the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said entity.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of Sept, 2011.



Deborah L. Halteman
DEBORAH L. HALTEMAN

Notary Public
My Commission Expires:

This instrument prepared by:
Joaquin Servia, Manager, Property Acquisition
Property Management Department
P.O. Box 1000
Bradenton, Florida 34206

ID # 1735626359

SPACE ABOVE THIS LINE FOR RECORDING DATA

UTILITY EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011, between **Silver Lake Community Association Inc.**, a Florida Non Profit corporation, its heirs, successors, or assigns, whose mailing address is **8412 14th Avenue NW, Bradenton, Florida 34209**, as Grantor, and **COUNTY OF MANATEE**, a Political Subdivision of the State of Florida, with its mailing address being P.O. Box 1000, Bradenton, Florida 34206, as Grantee,

WITNESSETH

That said Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and transferred, and by these presents does grant, bargain, sell and transfer unto Grantee, **a perpetual non-exclusive utility easement for ingress, egress, construction, installation, maintenance, and operation of public utility facilities** across the following described property situate in the County of Manatee, State of Florida, more particularly described as follows:

See legal description identified as Exhibit "A" attached hereto.

This is a nonexclusive utility easement with the Grantor reserving unto itself, its heirs, successors, or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes, which are not inconsistent with the rights granted herein unto the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year above written.

Signed, sealed, and delivered in the presence of:

(CORPORATE SEAL)

[Signature]
Witness Signature
Diana Gerardi
Printed Name

[Signature]
Witness Signature
Kelly Lyons
Printed Name

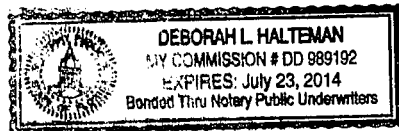
(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Manatee

Silver Lake Community Association Inc.
BY: [Signature]
President Signature
Jonathan N. Edwards
Printed Name

ATTEST: [Signature]
Secretary Signature
FRANEA. MOCA
Printed Name

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by the above Jonathan N. Edwards (name and title of agent) of, **Silver Lake Community Association Inc.** a Florida Non Profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC Signature
DEBORAH L. HALTEMAN
Printed Name

Exhibit "A"

Tract D (Lift Station) SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida, and Tract F, SILVER LAKE, a Subdivision, according to the map or plat thereof as recorded in Plat Book 45, Page 80 through 87, Public Records of Manatee County, Florida.