

UTILITY REIMBURSEMENT AGREEMENT

THIS UTILITY REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (“Developer”).

RECITALS

A. The Developer is owner of certain real property located in Manatee County, Florida, in Section 13, 14, 23, & 24, Township 35 South, Range 19 East, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The Developer has submitted to County a plan for a residential community on the Property which is identified as PDR-15-02(P)/15-S-48(P)/FSP-15-74 and which is known as “Polo Run” (the “Project”); and

C. The Developer desires to connect the Project to the County’s water distribution system for the benefit of the County; and

D. Subject to receiving reimbursement from the County as provided herein, the Developer is willing to construct certain utility improvements (the “Utility Improvements”), more particularly described herein, and depicted in the Sketch of the Utility Improvements, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

E. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work will enhance the water system by connecting a dead end line of the proposed Project to an existing dead end line in the County system across SR 70 to create a loop and secondary feeds to each; and

F. Policy 9.6.2.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project; and

G. The County hereby agrees to participate in the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.
2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

(a) The Developer shall design, engineer, permit and construct the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. The Utility Improvements shall consist of the following:

- I. Construction of approximately 140 linear feet of 8" PVC water main (inclusive of appurtenances and valves); and
- II. Construction of approximately 150 Linear Feet of 8" HDPE directional bore water main (inclusive of valves and appurtenances) and 12" casing.
- III. Install 3 Fire Hydrants along State Road 70 between Post Boulevard and Del Webb Boulevard.

No substantial deviations from the Scope of Work or the above-listed Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County, which consent shall not be unreasonably withheld, delayed, or conditioned. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, ZNS ENGINEERING LLC, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

(b) The final construction drawings and specifications approved in connection with the Project Permits and all other construction requirements reflected by such Project Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. Developer shall identify a Final Scope for the Utility Improvements as shown in the Scope of Work.

- (c) Within 180 (one hundred and eighty) days following the date of execution of this Agreement by both the County and the Developer, the Developer shall commence construction of the Utility Improvements. The Developer shall complete construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days), subject to force majeure.

I. Should the above construction fail to start within the 180 day time frame listed above in Section 2(c), the County may proceed with construction at County's sole cost and expense, provided, however, County shall not proceed with construction until County provides Developer with prior written notice and a 120 day cure period to commence construction.

II. Upon expiration of the 120-day cure period set forth in Subsection 2(c)1., if necessary, the Developer shall provide County a temporary access easement sufficient for the construction of all of the Utility Improvements. The temporary access easement shall contain insurance, indemnification, and other customary provisions.

(d) The Developer has engaged in a competitive process in determining its primary construction contractor, C&M Road Builders (with award to the low responsive, responsible bidder), where the number of qualified bids was at least three (3). Due to the award of the construction contract with the lowest qualified bidder of the Final Scope prior to the identification of the Final Scope of the Utility Reimbursement Agreement, the Developer shall request the bid for the Final Scope to identify the cost from the C&M Road Builders. The bid of the Final Scope has been submitted to the County for approval or objection, and the County has approved same twenty (20) days after receipt of the bid within which to respond, failing which the Developer shall proceed with final approval and award of the contract. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Utility Reimbursement Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof.

(e) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.

(f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings within 90 days.

3. County Reimbursement. The County shall reimburse the Developer for one hundred percent (100%) of actual costs of the Final Scope incurred, on a per-invoice basis, for construction of the Utility Improvements, such percentage being the County's pro rata share of the cost of the Final Scope costs as shown on **Exhibit "C"**, subject to the following conditions:

(a) The County's obligation to reimburse the Developer shall not exceed the sum of Ninety-One Thousand, Four Hundred Nine Dollars and Zero Cents (\$91,409.00). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within forty-five (45) days of the date of termination, County shall reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof. In the event the County does not exercise

the option to increase its maximum obligation within forty-five (45) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above. In the event the County terminates this Agreement before the Utility Improvements have been completed pursuant to option (ii) above, Developer shall have the right, but not the obligation to complete construction of the Utility Improvements at its sole cost and expense; provided, however, should Developer elect not to complete construction, then Developer shall have no further obligation to complete construction of the Utility Improvements, and the Utility Improvements shall be the sole and continuing obligation of the County to complete at County's sole cost and expense.

(b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation reasonably acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all costs incurred and funded by Developer. The invoice will include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.

(c) The County shall reimburse the Developer for the costs incurred in accordance with this Agreement, less a ten percent (10%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.

(d) Acceptance of construction by the County shall not be unreasonably withheld, delayed, or conditioned. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Impact Fees. Developer specifically agrees that there will be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement.

5. No General Obligation. The obligations of the County set forth herein 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, or to result in a pledge of or lien upon any revenues of the County.

6. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided in Section 2 or any time extension approved in

writing by Manatee County, then Manatee County, at its sole cost and expense, shall have the right to complete the improvements in accordance with the terms set forth in this Agreement.

7. Indemnity. Developer shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any acts of gross negligence or willful misconduct of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this Section 7 for any damages arising out of injury or damage to persons or property directly caused or resulting from the omissions, overt actions, and/or negligence of Manatee County, its officers, agents or employees.

8. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

9. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:

Manatee County
C/O Ed Hunzeker, County Administrator
Post Office Box 1000
Bradenton, Florida 34206

with a copy to:

Chairman of County Commissioners
Manatee County
Board of County Commissioners
Post Office Box 1000
Bradenton, Florida 34206

If to Lennar Homes, LLC

Attn: Darin McMurray
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
Telephone (239) 278-1177
Fax (239) 931-4749

with a copy to:

Pavese Law Firm
Attn: Charles Mann
1833 Hendry Street
Fort Myers, Florida 33901
Telephone (239) 336-6242

12. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

13. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

15. 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. The time of performance shall be extended for the number of days that the force majeure event prevents or interrupts either party's performance of its obligations pursuant to this Agreement as reasonably determined by the parties.

16. 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.

17. 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.

18. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Developer.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

19. Counterparts and Electronic Transmission. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Signatures may be given via facsimile or electronically and shall be deemed given as of the date and time of the transmission.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

WITNESS

Joan Campagna

Print Name: Joan Campagna

Hilda Delgado

Print Name: Hilda Delgado

LENNAR HOMES, LLC

By: _____

Print Name: Darin McMurray

Its: Vice President

Date: 11/10/11

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

MANATEE COUNTY, a political subdivision of the
State of Florida

By its Board of County Commissioners

By: 
County Administrator

Date: February 13, 2018

EXHIBIT "A"

[LEGAL DESCRIPTION]

EXHIBIT "A"

JULY 19, 2016

POLO RUN, PHASE IA & IB, A SUBDIVISION

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S 00°01'22" W, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1247.79 FEET TO THE POINT OF BEGINNING; THENCE N 71°01'33" E, A DISTANCE OF 140.75 FEET; THENCE N 88°37'59" E, A DISTANCE OF 252.70 FEET; THENCE N 72°12'19" E, A DISTANCE OF 963.60 FEET; THENCE S 61°52'07" E, A DISTANCE OF 949.68 FEET; THENCE S 09°16'10" W, A DISTANCE OF 570.68 FEET; THENCE S 08°14'06" E, A DISTANCE OF 316.84 FEET; THENCE N 81°45'54" E, A DISTANCE OF 102.83 FEET; THENCE S 08°14'06" E, A DISTANCE OF 322.06 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 10°08'21" E, AT A DISTANCE OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°18'09", A DISTANCE OF 115.72 FEET TO THE POINT OF TANGENCY; THENCE S 13°33'29" W, A DISTANCE OF 161.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 67°20'54", A DISTANCE OF 217.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°34'14", A DISTANCE OF 169.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°16'00", A DISTANCE OF 58.06 FEET; THENCE S 37°10'17" W, A DISTANCE OF 527.40 FEET; THENCE S 52°49'43" E, A DISTANCE OF 246.92 FEET; THENCE S 41°34'14" W, A DISTANCE OF 231.93 FEET; THENCE S 45°18'36" E, A DISTANCE OF 187.18 FEET; THENCE S 27°16'21" W, A DISTANCE OF 230.88 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 27°16'21" W, AT A DISTANCE OF 810.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°39'39", A DISTANCE OF 687.93 FEET TO THE POINT OF TANGENCY; THENCE S 68°36'42" W, A DISTANCE OF 118.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'03", A DISTANCE OF 93.96 FEET; THENCE S 10°03'15" E, A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 10°03'15" W, AT A DISTANCE OF 605.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°31'01", A DISTANCE OF 26.58 FEET; THENCE S 12°34'16" E, A DISTANCE OF 190.10 FEET; THENCE S 20°04'22" W, A DISTANCE OF 69.29 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 70 (SECTION 13160-2506); THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 69°55'38" W, A DISTANCE OF 89.77 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 20°04'49" E, AT A DISTANCE OF

2796.79 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°57'49", A DISTANCE OF 730.42 FEET; (3) N 54°57'56" W, A DISTANCE OF 1968.70 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 35°02'04" E, A DISTANCE OF 37.01 FEET; THENCE N 03°00'00" W, A DISTANCE OF 104.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 132°00'00", A DISTANCE OF 218.86 FEET TO THE POINT OF TANGENCY; THENCE S 51°00'00" E, A DISTANCE OF 36.50 FEET; THENCE N 90°00'00" E, A DISTANCE OF 31.50 FEET THENCE N 00°00'00" E, A DISTANCE OF 299.75 FEET; THENCE N 85°00'00" W, A DISTANCE OF 432.35 FEET; THENCE N 54°57'56" W, A DISTANCE OF 73.98 FEET; THENCE S 35°02'04" W, A DISTANCE OF 317.27 FEET TO AN INTERSECTION WITH SAID NORTH RIGHT OF WAY LINE; THENCE N 54°57'56" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 685.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 35°13'04" E, A DISTANCE OF 121.25 FEET; THENCE N 70°00'32" E, A DISTANCE OF 550.64 FEET; THENCE N 51°01'40" E, A DISTANCE OF 1042.74 FEET; THENCE N 71°01'33" E, A DISTANCE OF 713.19 FEET TO THE POINT OF BEGINNING.

T:\LAKEWOOD NATIONAL G&CC\PLOL RUN PLAT\PLAT\Descriptions\PoloRun-Phase1A&1B.docx (bernie)

EXHIBIT "B"

[Sketch of Utility Improvements]

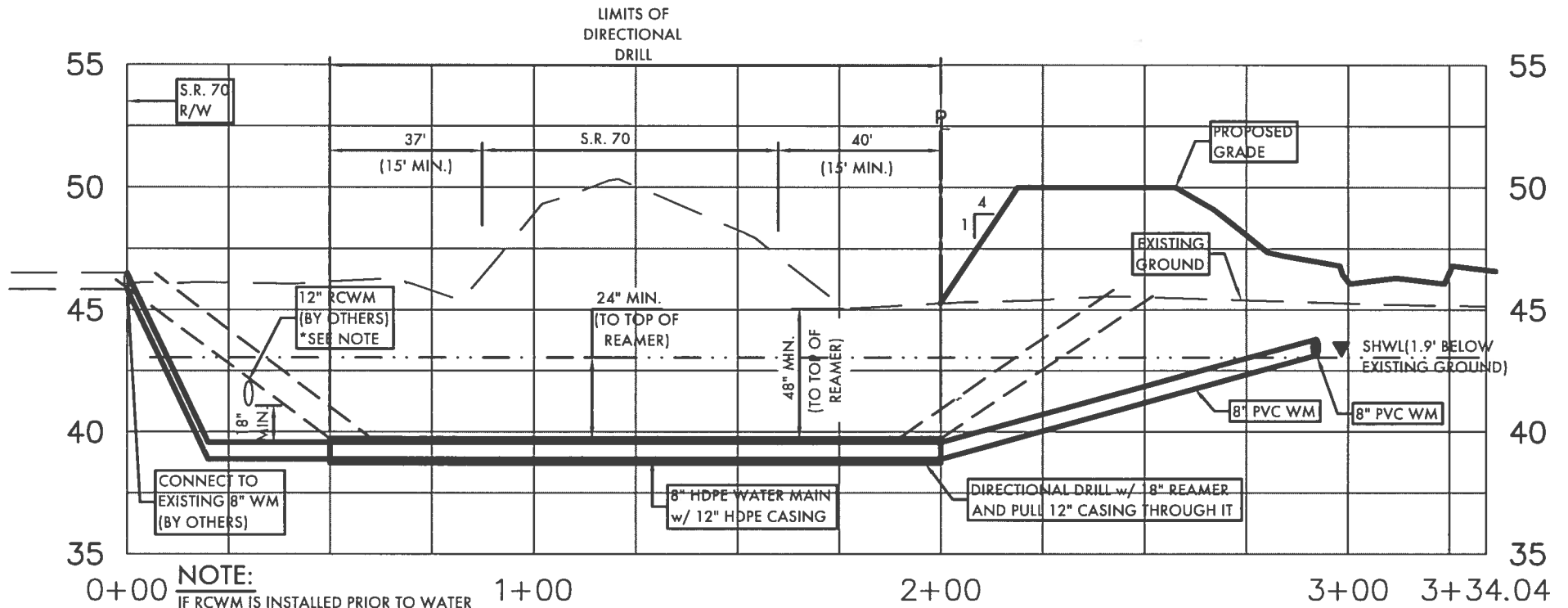


EXHIBIT "C"
[Estimate of Costs]

9/22/2017



ROAD BUILDERS INCORPORATED

TO: LENNAR HOMES
c/o TERRY KIRSCHNER

SARASOTA, FL

RE: POLO RUN SR 70
FIRE HYDRANTS ON EXIST. LINE

WE ARE PLEASED TO QUOTE AS FOLLOWS:
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	MOT	1.00	LS	1800.00	1,800.00
2	12X6 WET TAP	3.00	EA	5450.00	16,350.00
3	FIRE HYDRANT	3.00	EA	6680.00	20,040.00
4	FINAL DRESS	1.00	LS	2459.00	2,459.00
5	BAHIA SOD	300.00	SY	2.50	750.00

GRAND TOTAL

41,399.00

NOTES:

No bond or fees included.
Right of way use permit not included.

TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER

7 DAYS
30 DAYS

Terms: On aproved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more that 30 days past due, purchaser will pay all costs of collections, including attorney's fees, wheter collected through suit or otherwise.

ACCEPTED _____

FOR OWNER

C & M ROADBUILDERS, INCORPORATED

6728 33rd Street East • Sarasota, FL 34243 • (941) 758-1933 • FAX (941) 751-6887

QU C058508

5/8/2017



ROAD BUILDERS INCORPORATED

TO **LENNAR HOMES** **SARASOTA, FL**
c/o TERRY KIRSCHNER

RE: POLO RUN 8" OFFSITE WATERMAIN
DIRECTIONAL BORE OF SR 70

WE ARE PLEASED TO QUOTE AS FOLLOWS
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	CLEARING, STAGING, & DEWATER	1.00	LS	12,500.00	12,500.00
2	8" PVC C-900 WATER MAIN	140.00	LF	28.00	3,920.00
3	8" HDPE WATER MAIN	150.00	LF	40.00	6,000.00
4	8" VALVES	2.00	EA	1,250.00	2,500.00
5	12" DIRECTIONAL DRILL CASING	150.00	LF	120.00	18,000.00
6	8" FITTINGS	3.00	EA	600.00	1,800.00
7	8" TESTING	290.00	LF	3.00	870.00
8	SITE WORK RESTORATION	1.00	LS	2,500.00	2,500.00

GRAND TOTAL

48,090.00

NOTES:

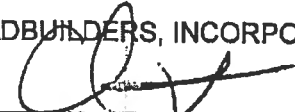
No bond or fees included.

TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER

7 DAYS
30 DAYS

Terms: On approved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more than 30 days past due, purchaser will pay all costs of collections, including attorney's fees, whether collected through suit or otherwise.

ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED
BY 

5/8/2017



ROAD BUILDERS INCORPORATED

TO **LENNAR HOMES**

SARASOTA, FL

CO TERRY KIRSCHNER

RE POLO RUN 8" OFFSITE WATERMAIN
ADDTL COSTS TO GO UNDER WALL

WE ARE PLEASED TO QUOTE AS FOLLOWS:
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	8" PVC C-900 WATER MAIN	-60.00	LF	28.00	-1,680.00
2	8" HDPE WATER MAIN	60.00	LF	40.00	2,400.00
3	8" FITTINGS	2.00	EA	600.00	1,200.00

GRAND TOTAL

1,920.00

NOTES:

No bond or fees included

TIME TO COMPLETION FROM JOB START


7 DAYS

PRICES SUBJECT TO CHANGE AFTER

30 DAYS

Terms: On approved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more than 30 days past due, purchaser will pay all costs of collections, including attorney's fees, whether collected through suit or otherwise.

ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED
BY  _____

RESOLUTION B-18-043
AMENDING THE ANNUAL BUDGET
FOR MANATEE COUNTY, FLORIDA
FOR FISCAL YEAR 2017-2018

WHEREAS, Florida Statutes 129.06, authorizes the Board of County Commissioners to amend its budget for the current fiscal year as follows:

- a) Appropriations for expenditures in any fund may be decreased and other appropriations in the same fund correspondingly increased, provided the total appropriations of the fund are not changed.
- b) Appropriations from reserves may be made to increase the appropriation for any particular expense in the same fund, or to create an appropriation in the fund for any lawful purpose.
- c) Unanticipated revenues, including increased receipts for enterprise or proprietary funds, may be appropriated for their intended purpose, and may be transferred between funds to properly account for the unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Manatee County, Florida that the 2017-2018 budget is hereby amended in accordance with FS 129.06 as described on the attached summary and specified in the budget adjustment batch files which are listed below:

Department: PUBLIC WORKS
Fund: WATER FACILITY INVEST FEES
Description: Transfers \$107,131 from reserves in the Water Facility Investment Fees fund for the Polo Run, Phase 1A & 1B subdivision. This Budget amendment adjusts the FY18-22 CIP.

Batch ID: AL20218A

Reference: BU18000174

ADOPTED IN OPEN SESSION WITH A QUORUM PRESENT AND VOTING THIS 13th DAY OF February, 2018.

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By: *[Signature]*
Chairman

ATTEST: Angelina Coloneso
Clerk of Circuit Court

By: *[Signature]*
Deputy Clerk



Manatee County, BCC
Project Detailed Expenditure Report
 For Year to Date Ending 02/02/2018

405 Water Facility Invest Fees							
Account Key	Object	Project Budget	Current Year Appropriations	Encumbrance	Current Year Expenditure	Project Total	Unencumbered
4050980000	Transfer- Water FIF	A					
591403	Tran to W & S Debt Svc	695,892.00	695,892.00	0.00	244,201.00	244,201.00	451,691.00
	Total for Trnfr- WFIF	<u>695,892.00</u>	<u>695,892.00</u>	<u>0.00</u>	<u>244,201.00</u>	<u>244,201.00</u>	<u>451,691.00</u>
4050990002	Reserve Cash Balance	A					
599000	Reserve for contingency	25,765,645.00	25,765,645.00	0.00	0.00	0.00	25,765,645.00
	Total for Rsv Cash Balance	<u>25,765,645.00</u>	<u>25,765,645.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,765,645.00</u>
4056018670	Waterline Ext-Uppr Man Riv Rd	A					
531000	Professional services	0.00	0.00	0.00	0.00	0.00	0.00
534000	Other contractual scvs	0.00	0.00	0.00	0.00	0.00	0.00
534001	Indirect cost services	0.00	0.00	0.00	0.00	0.00	0.00
534003	In-house billed services	0.00	0.00	0.00	0.00	0.00	0.00
541002	Postage	0.00	0.00	0.00	0.00	0.00	0.00
547000	Printing & binding	0.00	0.00	0.00	0.00	0.00	0.00
549004	Advertising	0.00	0.00	0.00	0.00	0.00	0.00
552000	Operating supplies & expense	0.00	0.00	0.00	0.00	0.00	0.00
561000	Land	0.00	0.00	0.00	0.00	0.00	0.00
	Total for WtrExt-Uppr Man	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
4056021670	LMW-Land Purch-Sullivan/SR64	A					
531000	Professional services	0.00	0.00	0.00	0.00	4,975.00	(4,975.00)
561000	Land	300,000.00	100,000.00	0.00	0.00	0.00	300,000.00
	Total for Land-Sullivan/64	<u>300,000.00</u>	<u>100,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,975.00</u>	<u>295,025.00</u>

ALINDECAMP~1
 02/02/2018
 09:30:16

Manatee County, BCC
Project Detailed Expenditure Report
 For Year to Date Ending 02/02/2018

2018
 BC

405 Water Facility Invest Fees Account Key Object	Project Budget	Current Year Appropriations	Encumbrance	Current Year Expenditure	Project Total	Unencumbered
Total for WTR:44AvE-30/30	1,350,000.00	0.00	116,857.15	0.00	912,654.73	320,488.12
Water Facility Invest Fees total	30,909,897.00	26,761,537.00	294,113.89	244,201.00	2,261,711.15	28,354,071.96
Report Total:	30,909,897.00	26,761,537.00	294,113.89	244,201.00	2,261,711.15	28,354,071.96

Abby Lindecamp

From: Mya Harden
Sent: Thursday, February 01, 2018 11:14 AM
To: Vicki Ayles
Cc: Kathy Cremaschi; Abby Lindecamp; Carmen Mosley
Subject: RE: Project Number Request
Attachments: Polo Run Project Analysis .xls; Polo Run Exhibits A B C - Utility Reimbursement Agreement - Water Main 01162018.pdf; Project Request- Polo Run.xlsm

Vicki,

I just received the final utility agreement today to go on the 2/13/17 board agenda. The funds will use fund 405 and the estimated dollar amount needed (rounded up) is \$120,000 (see attached).

See the attached updated project request for the rationale and category. I apologize for leaving that off initially.

Thank you.

Mya Harden
Fiscal Analyst
Manatee County Government
Public Works Department
941.708.7450 x7260



From: Vicki Ayles [mailto:vicki.ayles@ManateeClerk.com]
Sent: Thursday, February 01, 2018 10:06 AM
To: Mya Harden <mya.harden@mymanatee.org>
Cc: Kathy Cremaschi <kathy.cremaschi@ManateeClerk.com>; Abby Lindecamp <abby.lindecamp@mymanatee.org>
Subject: RE: Project Number Request

Thanks Mya. I can do this for you but have a couple of questions.

1. When does this need to be submitted to FMD to get on the next Board agenda?
2. The fund number and the dollar amount and the rationale and the category is not complete on the project request form. Can you provide that information?

Vicki

Vicki Ayles, CPA
BCC Accounting Manager
For Angelina "Angel" Colonnese
Manatee County Clerk of the Circuit Court & Comptroller
www.manateeclerk.com
vicki.ayles@manateeclerk.com
941-749-1800, extension 6110
"Pride in Service with a Vision to the Future"

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: Mya Harden [mailto:mya.harden@mymanatee.org]
Sent: Thursday, February 01, 2018 9:50 AM
To: Vicki Ayles
Cc: Kathy Cremaschi
Subject: Project Number Request

Please see attached project number request for Polo Run project. I will need this asap in order to process a BA to fund the project. Please let me know if any additional information is needed.

Thank you,
Mya Harden
Fiscal Analyst
Manatee County Government
Public Works Department
941.708.7450 x7260



UTILITY REIMBURSEMENT AGREEMENT

THIS UTILITY REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (“Developer”).

RECITALS

A. The Developer is owner of certain real property located in Manatee County, Florida, in Section 13, 14, 23, & 24, Township 35 South, Range 19 East, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The Developer has submitted to County a plan for a residential community on the Property which is identified as PDR-15-02(P)/15-S-48(P)/FSP-15-74 and which is known as “Polo Run” (the “Project”); and

C. The Developer desires to connect the Project to the County’s water distribution system for the benefit of the County; and

D. Subject to receiving reimbursement from the County as provided herein, the Developer is willing to construct certain utility improvements (the “Utility Improvements”), more particularly described herein, and depicted in the Sketch of the Utility Improvements, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

E. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work will enhance the water system by connecting a dead end line of the proposed Project to an existing dead end line in the County system across SR 70 to create a loop and secondary feeds to each; and

F. Policy 9.6.2.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project; and

G. The County hereby agrees to participate in the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

II. Upon expiration of the 120-day cure period set forth in Subsection 2(c)I., if necessary, the Developer shall provide County a temporary access easement sufficient for the construction of all of the Utility Improvements. The temporary access easement shall contain insurance, indemnification, and other customary provisions.

(d) The Developer has engaged in a competitive process in determining its primary construction contractor, C&M Road Builders (with award to the low responsive, responsible bidder), where the number of qualified bids was at least three (3). Due to the award of the construction contract with the lowest qualified bidder of the Final Scope prior to the identification of the Final Scope of the Utility Reimbursement Agreement, the Developer shall request the bid for the Final Scope to identify the cost from the C&M Road Builders. The bid of the Final Scope has been submitted to the County for approval or objection, and the County has approved same twenty (20) days after receipt of the bid within which to respond, failing which the Developer shall proceed with final approval and award of the contract. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Utility Reimbursement Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof.

(e) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.

(f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings within 90 days.

3. County Reimbursement. The County shall reimburse the Developer for one hundred percent (100%) of actual costs of the Final Scope incurred, on a per-invoice basis, for construction of the Utility Improvements, such percentage being the County's pro rata share of the cost of the Final Scope costs as shown on **Exhibit "C"**, subject to the following conditions:

(a) The County's obligation to reimburse the Developer shall not exceed the sum of Ninety-One Thousand, Four Hundred Nine Dollars and Zero Cents (\$91,409.00). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within forty-five (45) days of the date of termination, County shall reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof. In the event the County does not exercise

writing by Manatee County, then Manatee County, at its sole cost and expense, shall have the right to complete the improvements in accordance with the terms set forth in this Agreement.

7. Indemnity. Developer shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any acts of gross negligence or willful misconduct of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this Section 7 for any damages arising out of injury or damage to persons or property directly caused or resulting from the omissions, overt actions. and/or negligence of Manatee County, its officers, agents or employees.

8. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

9. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

strictly against its drafter.

17. 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.

18. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Developer.

(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

19. Counterparts and Electronic Transmission. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Signatures may be given via facsimile or electronically and shall be deemed given as of the date and time of the transmission.

[SIGNATURES ON FOLLOWING PAGES]

MANATEE COUNTY, a political subdivision of the
State of Florida

By its Board of County Commissioners

By: _____
County Administrator

Date: _____

EXHIBIT "A"

JULY 19, 2016

POLO RUN, PHASE IA & IB, A SUBDIVISION

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S 00°01'22" W, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1247.79 FEET TO THE POINT OF BEGINNING; THENCE N 71°01'33" E, A DISTANCE OF 140.75 FEET; THENCE N 88°37'59" E, A DISTANCE OF 252.70 FEET; THENCE N 72°12'19" E, A DISTANCE OF 963.60 FEET; THENCE S 61°52'07" E, A DISTANCE OF 949.68 FEET; THENCE S 09°16'10" W, A DISTANCE OF 570.68 FEET; THENCE S 08°14'06" E, A DISTANCE OF 316.84 FEET; THENCE N 81°45'54" E, A DISTANCE OF 102.83 FEET; THENCE S 08°14'06" E, A DISTANCE OF 322.06 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 10°08'21" E, AT A DISTANCE OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°18'09", A DISTANCE OF 115.72 FEET TO THE POINT OF TANGENCY; THENCE S 13°33'29" W, A DISTANCE OF 161.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 67°20'54", A DISTANCE OF 217.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°34'14", A DISTANCE OF 169.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°16'00", A DISTANCE OF 58.06 FEET; THENCE S 37°10'17" W, A DISTANCE OF 527.40 FEET; THENCE S 52°49'43" E, A DISTANCE OF 246.92 FEET; THENCE S 41°34'14" W, A DISTANCE OF 231.93 FEET; THENCE S 45°18'36" E, A DISTANCE OF 187.18 FEET; THENCE S 27°16'21" W, A DISTANCE OF 230.88 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 27°16'21" W, AT A DISTANCE OF 810.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°39'39", A DISTANCE OF 687.93 FEET TO THE POINT OF TANGENCY; THENCE S 68°36'42" W, A DISTANCE OF 118.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'03", A DISTANCE OF 93.96 FEET; THENCE S 10°03'15" E, A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 10°03'15" W, AT A DISTANCE OF 605.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°31'01", A DISTANCE OF 26.58 FEET; THENCE S 12°34'16" E, A DISTANCE OF 190.10 FEET; THENCE S 20°04'22" W, A DISTANCE OF 69.29 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 70 (SECTION 13160-2506); THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 69°55'38" W, A DISTANCE OF 89.77 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 20°04'49" E, AT A DISTANCE OF

EXHIBIT "B"

[Sketch of Utility Improvements]

EXHIBIT "C"
[Estimate of Costs]

5/8/2017



ROAD BUILDERS INCORPORATED

TO **LENNAR HOMES** **SARASOTA, FL**
c/o **TERRY KIRSCHNER**

RE: **POLO RUN 8" OFFSITE WATERMAIN**
DIRECTIONAL BORE OF SR 70

WE ARE PLEASED TO QUOTE AS FOLLOWS
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY **DATED**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	CLEARING, STAGING, & DEWATER	1 00	LS	12,500 00	12,500.00
2	8" PVC C-900 WATER MAIN	140 00	LF	28 00	3,920 00
3	8" HDPE WATER MAIN	150 00	LF	40.00	6,000 00
4	8" VALVES	2 00	EA	1,250 00	2,500.00
5	12" DIRECTIONAL DRILL CASING	150 00	LF	120 00	18,000 00
6	8" FITTINGS	3 00	EA	600 00	1,800.00
7	8" TESTING	290.00	LF	3 00	870.00
8	SITE WORK RESTORATION	1 00	LS	2,500 00	2,500 00

GRAND TOTAL

48,090 00

NOTES

No bond or fees included

TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER

7 DAYS
30 DAYS

Terms On aproved credit based on monthly invoice for work complete 18% interest charged on past due accounts We will not be liable for any delay due to war, strikes, lockouts labor difficulties accidents, fire, flood or other causes beyond our control Purchaser agrees that should account become more that 30 days past due, purchaser will pay all costs of collections, including attorney's fees, wheter collected through suit or otherwise

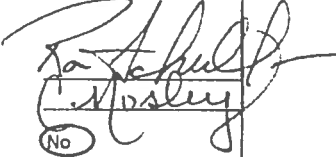
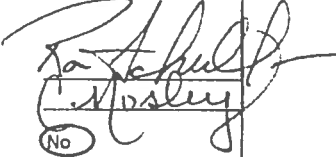
ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED

BY  _____

Budget Change Request Form

Project Information

	Date	2/2/2018
Project Name	Polo Run Ph. IA & IB Subdivision	
Project Number	405-5xxxxxx-534000 405-10044570-534000	
IST Project Number	N/A	
Department Director	Ron Schulhofer	Signature 
Department Contact	Carmen Mosley	Signature 
Funded in Adopted Budget/CIP	Yes	<input checked="" type="radio"/> No

Summary of Existing Project/Situation

Construction of approximately 140 linear feet of 8" PVC Water main, approximately 150 linear feet of 6" HDPE directional bore water main and 12' casing, and installation of 3 fire hydrants along State Road 70 between Post Boulevard and Del Webb Boulevard

Detail Background of Existing Project/Situation

Enhance the water system by connecting a dead end line of the proposed Project to an existing dead end line in the County system across SR 70 to create a loop and secondary feeds to each

Summary of Change Request

Provide Description of Proposed Change

Provide Detailed Background of Change

Additional Funding Justification

Mandated? Yes No Agency MC Comp Plan
Policy 9.6.2.3

Project Timing/Stage

Time Sensitive	<input checked="" type="radio"/> Yes <input type="radio"/> No	Priority Level
Requirements		
Purchasing (ex. RFP, Contract Change, etc.)	Time Frame	
Budget (ex. BA, LIT, Analysis, etc.)	Time Frame	
Other Departments	Time Frame	Administration execution of contract by February 13, 2018

Funding Information			
Project Name	Polo Run Ph. IA & IB Subdivision		
Project #/Account Key	405-5xxxxxx-534000		
Project Costs:	Adopted Project Budget	Requested Project Budget	Difference Increase/Decrease
Design	-	-	-
Engineering	-	-	-
Land Acquisition	-	-	-
Construction:			
Earthwork	-	-	-
Landscape	-	-	-
Drainage	-	-	-
Building	-	91,409	91,409
Irrigation	-	-	-
Paving	-	-	-
Site Lighting	-	-	-
Miscellaneous	-	-	-
Construction Subtotal	-	91,409	91,409
Equipment:			
Hardware	-	-	-
Software	-	-	-
Equipment Subtotal	-	-	-
Administrative:			
Contingency (10%)	-	9,141	9,141
Permitting	-	-	-
Project Management Fees	-	6,581	6,581
Administrative Subtotal	-	15,722	15,722
Total	-	107,131	107,131
Funding:			
General Revenue	-	-	-
Infrastructure Sales Tax	-	-	-
Rates	-	-	-
Impact Fees/FIFs	-	107,131	107,131
Gas Taxes	-	-	-
Grants	-	-	-
Debt	-	-	-
	-	107,131	107,131
Additional Funding Needed			

These items may change due to the nature of the project. Change as necessary.

Project/Situation Notes, Review and Approval
FMD Notes:
<div style="text-align: right; margin-top: 100px;"> <p>_____ FMD Director Approval</p> <p>_____ County Administration Approval</p> </div>

Funding Information

Project Title: Polo Run Ph. IA & IB Subdivision

	Recurring	Non-Recurring
Project Costs		
Design		
Engineering		
Land Acquisition		
Construction:		
Earthwork		
Landscape		
Drainage		
Construction of project (building, roadway, signal, etc.)		91,409
Irrigation		
Paving		
Site Lighting		
Miscellaneous		
Construction subtotal	-	91,409
Equipment:		
Hardware		
Software		
Equipment Subtotal	-	-
Administrative:		
Contingency (10%)		9,141
Permitting		
Project Management Fees		6,581
Administrative Subtotal	-	15,722
Total Project Costs	\$ -	\$ 107,131
Project Funding		
General Revenue		
Infrastructure Sales Tax		
Rates		
Impact Fees/FIF		107,131
Gas Taxes		
Grants		
Debt		
Total Project Funding	\$ -	\$ 107,131

Manatee County Government

Agenda

[back to agenda reviewer](#)

[help](#)

Reviewer : View Agenda Item

Agenda

February 13, 2018 - Regular Meeting

Category

B. CONSENT AGENDA

Sub-Category

Public Works

Subject

Polo Run Utility Reimbursement Agreement

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E., County Engineer, Deputy Director - Engineering Services, Public Works Dept., Ext. 7487

Scott May, P.E., Utility Engineering Division Manager, Public Works Dept., Ext. 7650

Action Requested

Authorization by the Board of County Commissioners for the County Administrator to execute the Polo Run Utility Reimbursement Agreement with Lennar Homes, LLC, a Florida limited liability company.

Adoption of Budget Resolution B-18-043 amending annual budget for Manatee County, FL, for fiscal year 2018.

Enabling/Regulating Authority

Policy 9.6.2.3 of the Manatee County Comprehensive plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project.

Background Discussion

Lennar Homes, LLC, "the developer", is the owner of certain real property located in Manatee County, Florida, in section 13, 14, 23 and 214, Township 35 South, Range 19 East, legally described in "Exhibit A", as attached.

The developer has submitted to the County a plan for a residential community on the property, which is identified as PDR-15-02(P)/15-S-48(P)/FSP-15-74 and which is known as Polo Run, referred to as "the Project." The developer desires to connect the project to the County's water distribution system for the benefit of the project. The developer is willing to construct certain utility improvements, as depicted in the sketch of the utility improvements as per "Exhibit B", referred to as the "scope of work". Pursuant to the County's request, these utility improvements will exceed the capacity required by the proposed project.

Policy 9.6.2.3 of the Manatee County Comprehensive Plan authorizes the County to pay the cost of additional materials necessary for the oversizing of any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project.


EXHIBIT C - Polo Run
Utility Reimbursement
Agreement
05082017.pdf


B-18-043 Polo Run
Utility.pdf

Audit Data	Date & Time
Agenda Item Added by Janice Haas	1/11/2018 11:03:10 AM
Utility Reimbursement Agreement - Polo Run Project 01112018.pdf added as an attachment by Janice Haas	1/11/2018 1:23:54 PM
EXHIBIT A - Legal Description 07192016.pdf added as an attachment by Janice Haas	1/11/2018 1:24:00 PM
EXHIBIT B - Sketch of Utility Improvements - Polo Run Reimbursement Agreement.pdf added as an attachment by Janice Haas	1/11/2018 1:24:06 PM
EXHIBIT C - Polo Run Utility Reimbursement Agreement 05082017.pdf added as an attachment by Janice Haas	1/11/2018 1:24:15 PM
CAO Written response to RLS -2017-0634 -Polo Run Utility Reimbursement Agreement 12292017.pdf added as an attachment by Janice Haas	1/11/2018 1:24:21 PM
Agenda Item Submitted by Janice Haas	1/16/2018 11:16:34 AM
Agenda Item Approved by Carmen Mosley	1/16/2018 11:51:19 AM
Agenda Item Revised by Diane Vollmer	1/16/2018 12:44:16 PM
Agenda Item Revised by Michele Hummel	1/17/2018 8:01:07 AM
Agenda Item Approved by Michele Hummel	1/17/2018 8:01:12 AM
Agenda Item Revised by Janice Haas	1/17/2018 10:01:44 AM
Item moved From 'January 23, 2018 - Regular Meeting' by Diane Vollmer	1/17/2018 10:03:45 AM
Agenda Item Approved by Carmen Mosley	1/31/2018 2:40:34 PM
Agenda Item Revised by Michele Hummel	1/31/2018 2:52:02 PM
Agenda Item Approved by Michele Hummel	1/31/2018 2:52:09 PM
Agenda Item Approved by Sia Mollanazar	2/1/2018 7:21:44 AM
Agenda Item Approved by Ron Schulhofer	2/1/2018 11:40:13 AM
Attachment : Utility Reimbursement Agreement - Polo Run Project 01112018.pdf removed by Janice Haas	2/1/2018 3:47:11 PM
Polo Run Exhibits A, B, C - Utility Reimbursement Agreement - Water Main 01162018.pdf added as an attachment by Janice Haas	2/1/2018 3:50:14 PM
Attachment : EXHIBIT A - Legal Description 07192016.pdf removed by Janice Haas	2/1/2018 3:52:15 PM
Attachment : EXHIBIT B - Sketch of Utility Improvements - Polo Run Reimbursement Agreement.pdf removed by Janice Haas	2/1/2018 3:52:21 PM
EXHIBIT A - Legal Description 07192016.pdf added as an attachment by Janice Haas	2/1/2018 3:52:34 PM
Attachment : EXHIBIT C - Polo Run Utility Reimbursement Agreement 05082017.pdf removed by Janice Haas	2/1/2018 3:52:40 PM
EXHIBIT B - Sketch of Utility Improvements - Polo Run Reimbursement Agreement.pdf added as an attachment by Janice Haas	2/1/2018 3:52:45 PM
EXHIBIT C - Polo Run Utility Reimbursement Agreement 05082017.pdf added as an attachment by Janice Haas	2/1/2018 3:52:54 PM
Agenda Item Revised by Janice Haas	2/1/2018 3:53:02 PM
Agenda Item Revised by Janice Haas	2/2/2018 3:52:34 PM
Agenda Item Revised by Janice Haas	2/2/2018 3:59:06 PM
B-18-043 Polo Run Utility.pdf added as an attachment by Janice Haas	2/2/2018 3:59:30 PM
Agenda Item Revised by Janice Haas	2/2/2018 3:59:35 PM

Close

Request Revision

Mark as Reviewed

Abby Lindercamp - (Senior Budget Manager)
 Role : Reviewer

Change Role | log out

Version: 1.2.1.3 - 1.2.7.5

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February 13, 2018 - Regular Meeting
Agenda Item #46

Approved in Open Session 2/13/18,
Manatee County
Board of County Commissioners

Subject

Polo Run Utility Reimbursement Agreement

Briefings

None

Contact and/or Presenter Information

Sia Mollanazar, P.E., County Engineer, Deputy Director - Engineering Services, Public Works Dept., Ext. 7487

Scott May, P.E., Utility Engineering Division Manager, Public Works Dept., Ext. 7650

Action Requested

Authorization by the Board of County Commissioners for the County Administrator to execute the Polo Run Utility Reimbursement Agreement with Lennar Homes, LLC, a Florida limited liability company.

Adoption of Budget Resolution B-18-043 amending annual budget for Manatee County, FL, for fiscal year 2018.

Enabling/Regulating Authority

Policy 9.6.2.3 of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project.

Background Discussion

Lennar Homes, LLC, "the developer", is the owner of certain real property located in manatee County, Florida, in section 13, 14,23 and 214, township 35 South, range 19 East, legally described in "Exhibit A", as attached.

The developer has submitted to the County a plan for a residential community of the property which is identified as PDR-15-02(P)/15-S-48(P)/FSP-15-74 and which is known as Polo Run, referred to as "the Project". The developer desires to connect the project to the County's water distribution system for the benefit of the project.

Polo Run is located north of State Road 70 across from the Del Webb Development.

The cost for the waterline extension and connection to the County Potable Water Line from Polo Run will be the responsibility of Polo Run.

As part of this waterline extension on the north side of State Road 70 by Polo Run, staff has requested an 8"

waterline crossing State Road 70 to connect into the existing waterline in the Del Webb community to provide a looped system for water quality improvement and system redundancy.

Polo Run will design and construct the 8" waterline crossing State Road 70.

The developer shall design, engineer, permit and construct the utility improvements across State Road 70 as per the scope of work as contained in "Exhibit B" of the agreement.

The Utility Reimbursement Agreement is attached reflecting the agreed to reimbursement by the County in the actual costs of the utility improvements. the developer has submitted the contractual bids and the County has reviewed the bids. The County finds the required reimbursement for the upgrade to the system to be accurate in the amount not to exceed \$91,409.00 for the upgraded water system as part of the Polo Run Project.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

Please return four (4) executed, original Utility Reimbursement Agreements to the Public Works Department, attention Sia Mollanazar, P.E., County Engineer, Deputy Director - Engineering Services.

Please provide Public Work with a copy of the adopted and fully executed Budget Resolution.

Please call Sia Mollanazar, P.E., County Engineer, Deputy Director - Engineering Services, at 941-708-7487 and he will arrange pick-up of the signed original documents.

Distributed & notified Sia to pick up Agmts, 2/15/18, RT

Cost and Funds Source Account Number and Name

\$107,131.00

Amount and Frequency of Recurring Costs

???

Attachment: [CAO Written response to RLS -2017-0634 -Polo Run Utility Reimbursement Agreement 12292017.pdf](#)

Attachment: [Polo Run Exhibits A, B, C - Utility Reimbursement Agreement - Water Main 01162018.pdf](#)

Attachment: [EXHIBIT A - Legal Description 07192016.pdf](#)

Attachment: [EXHIBIT B - Sketch of Utility Improvements - Polo Run Reimbursement Agreement.pdf](#)

Manatee County Government Administrative Center
First Floor, Commission Chambers
9:00 a.m. - February 13, 2018

Attachment: [EXHIBIT C - Polo Run Utility Reimbursement Agreement 05082017.pdf](#)

Attachment: [B-18-043 Polo Run Utility.pdf](#)

Janice Haas

From: William Clague
Sent: Friday, December 29, 2017 9:25 AM
To: Sia Mollanazar
Cc: Mitchell Palmer; Alex Nicodemi; Dan Schlandt; Ron Schulhofer; Mike Gore; Juliet Shepard
Subject: Utility Reimbursement Agreement for Polo Run; RLS-2017-0634
Attachments: Polo Run Utility Reimbursement (CAO Comments).docx

Sia:

Pursuant to the above Request for Legal Services you have asked this office to review the above referenced Reimbursement Agreement. I provide the following advice in response:

1. Attached is the redlined draft of the Agreement submitted under the RLS, reflecting my comments in the margins. The Agreement generally follows a form this office and the County have accepted in similar transactions. The developer has redlined numerous changes into the form, prompting your request for legal review.
2. Most of the developer's changes deal with business terms, such that I have no objection to them. I have, however, flagged the following changes as legally unacceptable, for the reasons stated below:
 - A. The deletion of the language in Section 4 committing the developer to pay applicable impact fees violates the County's Land Development Code.
 - B. The deletion of the language in Section 5 that subjects the County's financial obligations to budgeting and appropriation of legally available funds violates Florida law.
 - C. The insertion of language in Section 7 that limits the developer's indemnity to instances of "gross negligence" or "willful misconduct" is inconsistent with standard contract practice for allocation of risk, and contravenes the longstanding advice of this office.

Unless the flagged changes are removed from the Agreement, this office will advise against the Agreement being approved by the Board. Subject to the removal of the objectionable changes, and the resolution of any business issues identified by staff, I have no objection from a legal standpoint to the Agreement being scheduled for approval by the Board. I express no opinion as to the business judgment of entering into the Agreement.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

UTILITY REIMBURSEMENT AGREEMENT

THIS UTILITY REIMBURSEMENT AGREEMENT (“Agreement”) is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”) and **LENNAR HOMES, LLC**, a Florida limited liability company, whose address is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966 (“Developer”).

RECITALS

A. The Developer is owner of certain real property located in Manatee County, Florida, in Section 13, 14, 23, & 24, Township 35 South, Range 19 East, legally described in **Exhibit “A”**, attached hereto and incorporated herein (the “Property”); and

B. The Developer has submitted to County a plan for a residential community on the Property which is identified as PDR-15-02(P)/15-S-48(P)/FSP-15-74 and which is known as “Polo Run” (the “Project”); and

C. The Developer desires to connect the Project to the County’s water distribution system for the benefit of the County; and

D. Subject to receiving reimbursement from the County as provided herein, the Developer is willing to construct certain utility improvements (the “Utility Improvements”), more particularly described herein, and depicted in the Sketch of the Utility Improvements, attached hereto as part of **Exhibit “B”** and incorporated herein by reference (the “Scope of Work”); and

E. Pursuant to the County’s request, the Utility Improvements depicted in the Scope of Work will enhance the water system by connecting a dead end line of the proposed Project to an existing dead end line in the County system across SR 70 to create a loop and secondary feeds to each; and

F. Policy 9.6.2.3. of the Manatee County Comprehensive Plan authorizes the County to pay for the cost of additional materials necessary for oversizing any component of the water distribution system where a development is required to increase system capacity greater than that required by a proposed project; and

G. The County hereby agrees to participate in the actual costs of the Utility Improvements and acknowledges those funds to be paid to the Developer; and

H. The Developer and the County have reviewed the Cost Estimate, attached hereto as **Exhibit “C”** and incorporated herein by reference (the “Estimate”), and enter into this Agreement with the understanding that such Estimate is an accurate estimate of the actual costs of the Utility Improvements as set forth herein; and

I. The parties desire to memorialize their agreement in writing, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.
2. Developer's Obligations. The Developer shall provide and furnish all services necessary for the Utility Improvements, pursuant to the Scope of Work and subject to the following conditions:

(a) The Developer shall design, engineer, permit and construct the Utility Improvements within or adjacent to the Project in accordance with the Scope of Work attached hereto as **Exhibit "B"**. The Utility Improvements shall consist of the following:

- I. Construction of approximately 140 linear feet of 8" PVC water main (inclusive of appurtenances and valves); and
- II. Construction of approximately 150 Linear Feet of 8" HDPE directional bore water main (inclusive of valves and appurtenances) and 12" casing.
- III. Install 3 Fire Hydrants along State Road 70 between Post Boulevard and Del Webb Boulevard.

No substantial deviations from the Scope of Work or the above-listed Utility Improvements shall be incorporated into the design and engineering without the prior written consent of the County, which consent shall not be unreasonably withheld, delayed, or conditioned. Such services include, without implied limitation, engineering investigation, surveys, geotechnical testing, preliminary and final design services, preparation of working drawings, and quantity and cost estimates. Developer has retained an engineer of record, ZNS ENGINEERING LLC, which engineer is acceptable to County, who shall sign, seal, and date the certification of completed construction and as-built record drawings pertaining to the Utility Improvements.

(b) The final construction drawings and specifications approved in connection with the Project Permits and all other construction requirements reflected by such Project Permits shall be known and referred to as the "Final Scope" for purposes of this Agreement. Developer shall identify a Final Scope for the Utility Improvements as shown in the Scope of Work.

(c) Within 180 (one hundred and eighty) days following the date of execution of this Agreement by both the County and the Developer, the Developer shall commence construction of the Utility Improvements. The Developer shall complete construction of the Utility Improvements within a reasonable time following commencement thereof (not to exceed 365 days), subject to force majeure.

I. Should the above construction fail to start within the 180 day time frame listed above in Section 2(c), the County may proceed with construction at County's sole cost and expense, provided, however, County shall not proceed with construction until County provides Developer with prior written notice and a 120 day cure period to commence construction.

II. Upon expiration of the 120-day cure period set forth in Subsection 2(c)I., if necessary, the Developer shall provide County a temporary access easement sufficient for the construction of all of the Utility Improvements. The temporary access easement shall contain insurance, indemnification, and other customary provisions.

(d) The Developer has engaged in a competitive process in determining its primary construction contractor, C&M Road Builders (with award to the low responsive, responsible bidder), where the number of qualified bids was at least three (3). Due to the award of the construction contract with the lowest qualified bidder of the Final Scope prior to the identification of the Final Scope of the Utility Reimbursement Agreement, the Developer shall request the bid for the Final Scope to identify the cost from the C&M Road Builders. The bid of the Final Scope has been submitted to the County for approval or objection, and the County has approved same twenty (20) days after receipt of the bid within which to respond, failing which the Developer shall proceed with final approval and award of the contract. If the County objects in writing to the proposed award of the contract within the twenty (20) days, the County and the Developer shall have thirty (30) additional days to resolve the objection. If, at the end of the additional thirty (30) days, the County and the Developer are unable to resolve the objection, this Utility Reimbursement Agreement shall terminate, and the County shall, within forty-five (45) days of the date of termination, reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof.

(e) During construction, the Developer shall prepare and maintain complete and accurate books of account and records as to all costs, which books of account and records shall be kept and maintained in accordance with generally accepted industry standards, consistently applied, and the Developer shall promptly supply to the County detailed documentation of actual costs as the costs are incurred, including pay requests, cancelled checks, and other documentation reasonably deemed necessary by the County, upon written request by the County.

(f) Upon completion of construction of the Utility Improvements, the Developer's engineer of record shall prepare and provide to the County the certification of completed construction and the as-built record drawings within 90 days.

3. County Reimbursement. The County shall reimburse the Developer for one hundred percent (100%) of actual costs of the Final Scope incurred, on a per-invoice basis, for construction of the Utility Improvements, such percentage being the County's pro rata share of the cost of the Final Scope costs as shown on **Exhibit "C"**, subject to the following conditions:

(a) The County's obligation to reimburse the Developer shall not exceed the sum of Ninety-One Thousand, Four Hundred Nine Dollars and Zero Cents (\$91,409.00). The Developer shall notify the County prior to incurring any costs in excess of such amount. Upon receipt of such notice, the County shall have the option of (i) within forty-five (45) days of receipt of the aforesaid notice, approving (by motion of the Board of County Commissioners) an increase in the maximum obligation of the County, or (ii) terminating this Agreement and, within forty-five (45) days of the date of termination, County shall reimburse the Developer for actual costs incurred, subject to the invoice requirements set forth in Subsection 3(b) hereof. In the event the County does not exercise

the option to increase its maximum obligation within forty-five (45) days pursuant to option (i) above, the County shall be deemed to have elected to terminate this Agreement pursuant to option (ii) above. In the event the County terminates this Agreement before the Utility Improvements have been completed pursuant to option (ii) above, Developer shall have the right, but not the obligation to complete construction of the Utility Improvements at its sole cost and expense; provided, however, should Developer elect not to complete construction, then Developer shall have no further obligation to complete construction of the Utility Improvements, and the Utility Improvements shall be the sole and continuing obligation of the County to complete at County's sole cost and expense.

(b) The Developer will submit to the Deputy Director of Engineering Services, Public Works Department (the "County Representative") an invoice for payments made by the Developer for services through the 25th day of the preceding month by the first day of the month. Such invoices shall (i) identify all costs funded by Developer for which reimbursement is requested; and (ii) include detailed invoices and documentation reasonably acceptable to Manatee County, to include pay requests, canceled checks, wire transfer instructions and other verification reasonably necessary to identify all costs incurred and funded by Developer. The invoice will include the percentage of the completed work performed. The invoice will include documentation of completion and acceptance by the County of such services. The invoice will also include proof of payment to the contractors who provided the services.

(c) The County shall reimburse the Developer for the costs incurred in accordance with this Agreement, less a ten percent (10%) retainage amount which will be paid with the final payment due hereunder following acceptance of construction by the County. The County shall process and pay invoices in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.74, Florida Statutes), which generally requires payment for non-disputed amounts within twenty-five (25) business days of submittal. On or before the end of such twenty-five (25) day period, the County Representative shall advise Developer of any amount in dispute. Payment for any undisputed amount shall be made, and all unpaid disputed amounts shall be handled, in accordance with the Local Government Prompt Payment Act.

(d) Acceptance of construction by the County shall not be unreasonably withheld, delayed, or conditioned. The County shall not reimburse the Developer for any expenditures not related to, consistent with, or otherwise incurred in connection with this Agreement.

4. Impact Fees. Developer specifically agrees that there will be no impact fee credits requested or provided to the Developer for the Utility Improvements constructed pursuant to this Agreement.

5. No General Obligation. The obligations of the County set forth herein 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, or to result in a pledge of or lien upon any revenues of the County.

6. County's Remedies. Should Developer fail to promptly complete construction of the Utility Improvements within the time periods provided in Section 2 or any time extension approved in

writing by Manatee County, then Manatee County, at its sole cost and expense, shall have the right to complete the improvements in accordance with the terms set forth in this Agreement.

7. Indemnity. Developer shall indemnify, save and hold harmless Manatee County, its officers, agents and employees, from and against all suits, actions, claims, demands, costs, penalties, fines or liability or any nature whatsoever arising out of, because of, or due to any acts of gross negligence or willful misconduct of Developer, their consultants, contractors, officers, agents or employees, in the performance of this Agreement. Neither Developer, or its, consultants, contractors, nor any of their officers, agents or employees, will be liable under this Section 7 for any damages arising out of injury or damage to persons or property directly caused or resulting from the omissions, overt actions, and/or negligence of Manatee County, its officers, agents or employees.

8. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

9. Severability; Partial Invalidity. The provisions of this Agreement are declared by the parties to be severable. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

10. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Designation of Representatives; Notices. The parties hereby designate the persons set for the below as their agents and each party agrees that its agents shall be responsible for the administration of this Agreement and shall be duly authorized to perform and request all acts necessary for the administration and performance of this Agreement. Every notice, request or other communication provided for in this Agreement, if in writing, shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:

Manatee County
C/O Ed Hunzeker, County Administrator
Post Office Box 1000
Bradenton, Florida 34206

with a copy to:

Chairman of County Commissioners
Manatee County
Board of County Commissioners
Post Office Box 1000
Bradenton, Florida 34206

If to Lennar Homes, LLC

Attn: Darin McMurray
10481 Six Mile Cypress Parkway
Fort Myers, Florida 33966
Telephone (239) 278-1177
Fax (239) 931-4749

with a copy to:

Pavese Law Firm
Attn: Charles Mann
1833 Hendry Street
Fort Myers, Florida 33901
Telephone (239) 336-6242

12. No Development Rights Conferred. The parties understand, acknowledge and agree that no approval is given hereby for any development of the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of Developer; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations, development and construction rights and authorizations, shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.

13. No Assignment. Developer shall not be authorized to assign this Agreement, or any portion hereof, without the prior written consent of Manatee County, which consent may be withheld in Manatee County's solely exercised discretion. Provided, however, the County specifically understands that the rights obtained by the Developer under the County land use approvals of the Project may be assigned to a subsequent developer or assignee of all or a portion of the Project without the County's consent.

14. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue, to by reason hereof, or for the benefit of any third party not a party hereto.

15. 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. The time of performance shall be extended for the number of days that the force majeure event prevents or interrupts either party's performance of its obligations pursuant to this Agreement as reasonably determined by the parties.

16. 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.

17. 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.

18. Modifications and Amendments; Waivers.

(a) This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Developer.

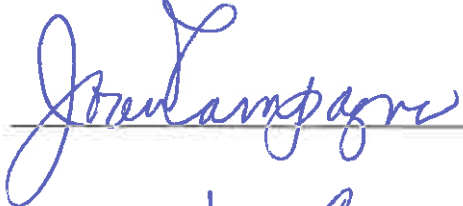
(b) Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

19. Counterparts and Electronic Transmission. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties. Signatures may be given via facsimile or electronically and shall be deemed given as of the date and time of the transmission.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

WITNESS

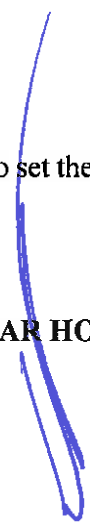


Print Name: Joan Campagna



Print Name: Hilda Delgado

LENNAR HOMES, LLC


By: _____

Print Name: Darin McMurray

Its: Vice President

Date: 11/10/11

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

MANATEE COUNTY, a political subdivision of the
State of Florida

By its Board of County Commissioners

By: _____
County Administrator

Date: _____

EXHIBIT "A"

[LEGAL DESCRIPTION]

EXHIBIT "A"

JULY 19, 2016

POLO RUN, PHASE IA & IB, A SUBDIVISION

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

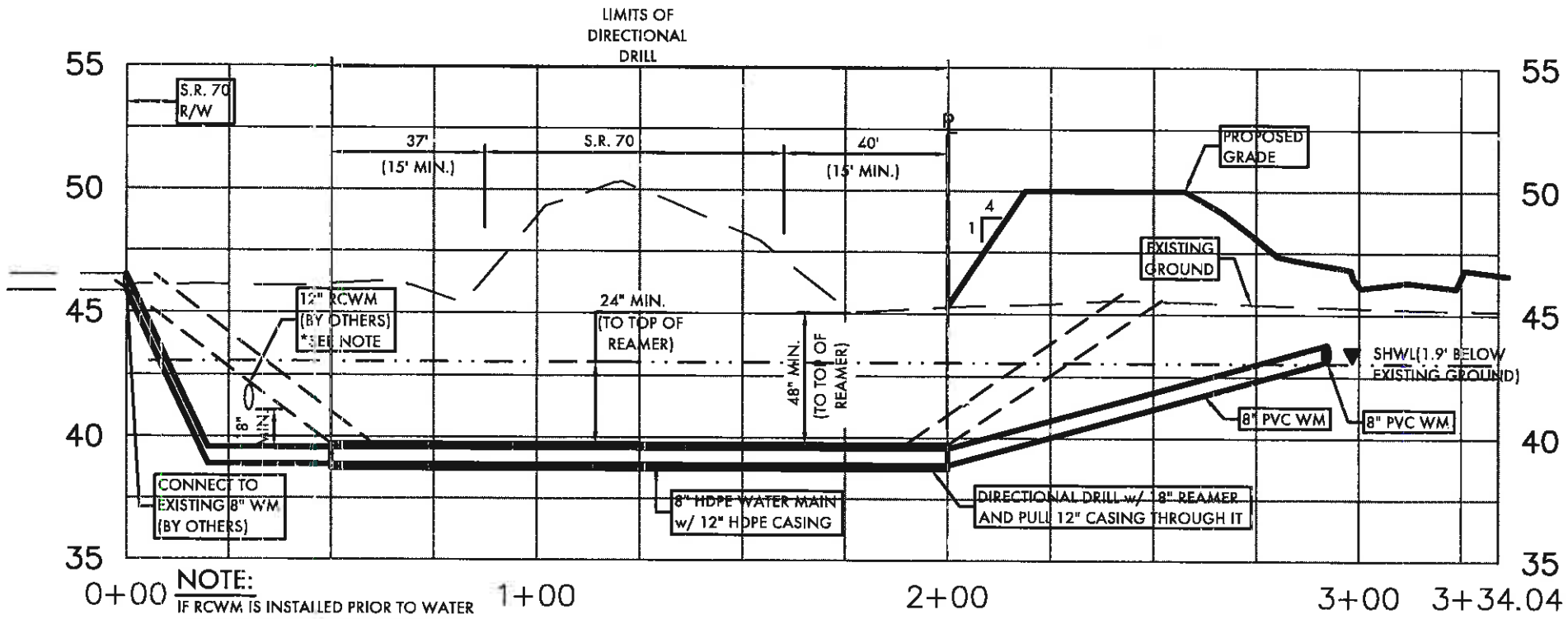
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S 00°01'22" W, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1247.79 FEET TO THE POINT OF BEGINNING; THENCE N 71°01'33" E, A DISTANCE OF 140.75 FEET; THENCE N 88°37'59" E, A DISTANCE OF 252.70 FEET; THENCE N 72°12'19" E, A DISTANCE OF 963.60 FEET; THENCE S 61°52'07" E, A DISTANCE OF 949.68 FEET; THENCE S 09°16'10" W, A DISTANCE OF 570.68 FEET; THENCE S 08°14'06" E, A DISTANCE OF 316.84 FEET; THENCE N 81°45'54" E, A DISTANCE OF 102.83 FEET; THENCE S 08°14'06" E, A DISTANCE OF 322.06 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 10°08'21" E, AT A DISTANCE OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°18'09", A DISTANCE OF 115.72 FEET TO THE POINT OF TANGENCY; THENCE S 13°33'29" W, A DISTANCE OF 161.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 67°20'54", A DISTANCE OF 217.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°34'14", A DISTANCE OF 169.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°16'00", A DISTANCE OF 58.06 FEET; THENCE S 37°10'17" W, A DISTANCE OF 527.40 FEET; THENCE S 52°49'43" E, A DISTANCE OF 246.92 FEET; THENCE S 41°34'14" W, A DISTANCE OF 231.93 FEET; THENCE S 45°18'36" E, A DISTANCE OF 187.18 FEET; THENCE S 27°16'21" W, A DISTANCE OF 230.88 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 27°16'21" W, AT A DISTANCE OF 810.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°39'39", A DISTANCE OF 687.93 FEET TO THE POINT OF TANGENCY; THENCE S 68°36'42" W, A DISTANCE OF 118.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'03", A DISTANCE OF 93.96 FEET; THENCE S 10°03'15" E, A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 10°03'15" W, AT A DISTANCE OF 605.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°31'01", A DISTANCE OF 26.58 FEET; THENCE S 12°34'16" E, A DISTANCE OF 190.10 FEET; THENCE S 20°04'22" W, A DISTANCE OF 69.29 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 70 (SECTION 13160-2506); THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 69°55'38" W, A DISTANCE OF 89.77 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 20°04'49" E, AT A DISTANCE OF

2796.79 FEET; (2) NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°57'49", A DISTANCE OF 730.42 FEET; (3) N 54°57'56" W, A DISTANCE OF 1968.70 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 35°02'04" E, A DISTANCE OF 37.01 FEET; THENCE N 03°00'00" W, A DISTANCE OF 104.57 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 95.00 FEET; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 132°00'00", A DISTANCE OF 218.86 FEET TO THE POINT OF TANGENCY; THENCE S 51°00'00" E, A DISTANCE OF 36.50 FEET; THENCE N 90°00'00" E, A DISTANCE OF 31.50 FEET THENCE N 00°00'00" E, A DISTANCE OF 299.75 FEET; THENCE N 85°00'00" W, A DISTANCE OF 432.35 FEET; THENCE N 54°57'56" W, A DISTANCE OF 73.98 FEET; THENCE S 35°02'04" W, A DISTANCE OF 317.27 FEET TO AN INTERSECTION WITH SAID NORTH RIGHT OF WAY LINE; THENCE N 54°57'56" W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 685.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N 35°13'04" E, A DISTANCE OF 121.25 FEET; THENCE N 70°00'32" E, A DISTANCE OF 550.64 FEET; THENCE N 51°01'40" E, A DISTANCE OF 1042.74 FEET; THENCE N 71°01'33" E, A DISTANCE OF 713.19 FEET TO THE POINT OF BEGINNING.

T:\LAKEWOOD NATIONAL G&CC\PLOL RUN PLAT\PLAT\Descriptions\PoloRun-Phase1A&1B.docx (bernie)

EXHIBIT "B"

[Sketch of Utility Improvements]



NOTE:
 IF RCWM IS INSTALLED PRIOR TO WATER MAIN INSTALLATION, CONTRACTOR TO VERIFY LOCATION AND AVOID ANY CONFLICTS DURING INSTALLATION.

EXHIBIT "C"
[Estimate of Costs]

9/22/2017



ROAD BUILDERS INCORPORATED

TO: LENNAR HOMES
c/o TERRY KIRSCHNER

SARASOTA, FL

RE: POLO RUN SR 70
FIRE HYDRANTS ON EXIST. LINE

WE ARE PLEASED TO QUOTE AS FOLLOWS:
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	MOT	1.00	LS	1800 00	1,800.00
2	12X6 WET TAP	3.00	EA	5450.00	16,350.00
3	FIRE HYDRANT	3.00	EA	6680.00	20,040.00
4	FINAL DRESS	1.00	LS	2459 00	2,459.00
5	BAHIA SOD	300.00	SY	2 50	750.00

GRAND TOTAL

41,399 00

NOTES:

No bond or fees included.
Right of way use permit not included.

TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER

7 DAYS
30 DAYS

Terms: On approved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more that 30 days past due, purchaser will pay all costs of collections, including attorney's fees, wheter collected through suit or otherwise.

ACCEPTED _____

FOR OWNER

C & M ROADBUILDERS, INCORPORATED

6728 33rd Street East • Sarasota, FL 34243 • (941) 758-1933 • FAX (941) 751-6887

CU 0056508

5/8/2017



ROAD BUILDERS INCORPORATED

TO **LENNAR HOMES**
c/o TERRY KIRSCHNER

SARASOTA, FL

RE: POLO RUN 8" OFFSITE WATERMAIN
DIRECTIONAL BORE OF SR 70

WE ARE PLEASED TO QUOTE AS FOLLOWS
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	CLEARING, STAGING, & DEWATER	1 00	LS	12,500 00	12,500.00
2	8" PVC C-900 WATER MAIN	140 00	LF	28 00	3,920 00
3	8" HDPE WATER MAIN	150 00	LF	40.00	6,000 00
4	8" VALVES	2 00	EA	1,250 00	2,500.00
5	12" DIRECTIONAL DRILL CASING	150 00	LF	120 00	18,000 00
6	8" FITTINGS	3 00	EA	600 00	1,800.00
7	8" TESTING	290.00	LF	3 00	870.00
8	SITE WORK RESTORATION	1 00	LS	2,500 00	2,500.00

GRAND TOTAL

48,090 00

NOTES

No bond or fees included

TIME TO COMPLETION FROM JOB START

7 DAYS

PRICES SUBJECT TO CHANGE AFTER

30 DAYS

Terms On aproved credit based on monthly invoice for work complete 18% interest charged on past due accounts We will not be liable for any delay due to war, strikes, lockouts labor difficulties accidents, fire, flood or other causes beyond our control Purchaser agrees that should account become more that 30 days past due, purchaser will pay all costs of collections, including attorney's fees, wheter collected through suit or otherwise

ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED

BY 

5/8/2017



ROAD BUILDERS INCORPORATED

TO **LENNAR HOMES**

SARASOTA, FL

ATTN: TERRY KIRSCHNER

**RE POLO RUN 8" OFFSITE WATERMAIN
ADDTL COSTS TO GO UNDER WALL**

**WE ARE PLEASED TO QUOTE AS FOLLOWS:
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY _____ DATED _____**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	8" PVC C-900 WATER MAIN	-60 00	LF	28 00	-1,680 00
2	8" HDPE WATER MAIN	60 00	LF	40 00	2,400 00
3	8" FITTINGS	2.00	EA	600 00	1,200.00

GRAND TOTAL

1 920 00

NOTES

No bond or fees included

**TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER**

**7 DAYS
30 DAYS**

Terms: On aproved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more that 30 days past due, purchaser will pay all costs of collections, including attorney's fees, wheter collected through suit or otherwise

ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED
BY 

EXHIBIT "A"

JULY 19, 2016

POLO RUN, PHASE IA & IB, A SUBDIVISION

DESCRIPTION:

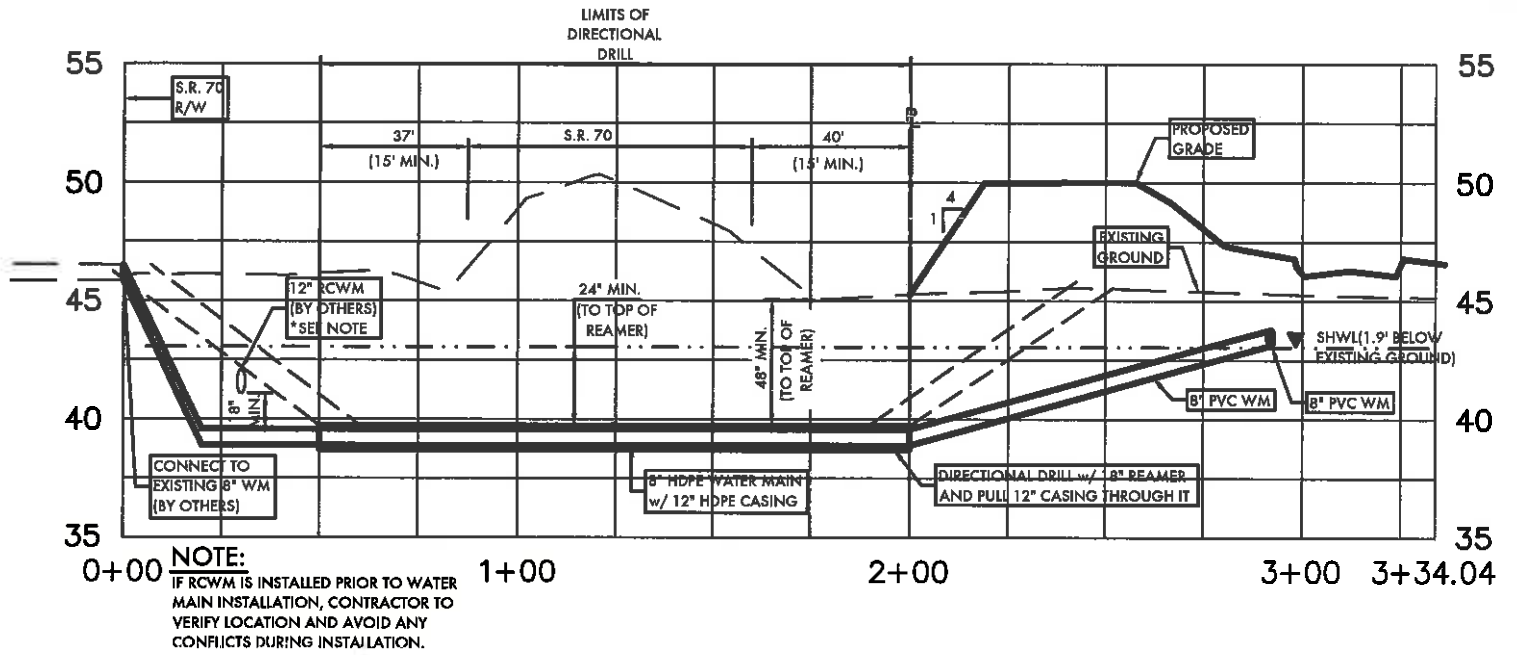
A PARCEL OF LAND LYING IN SECTIONS 23 AND 24, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE S 00°01'22" W, ALONG THE WEST LINE OF SAID SECTION 24, A DISTANCE OF 1247.79 FEET TO THE POINT OF BEGINNING; THENCE N 71°01'33" E, A DISTANCE OF 140.75 FEET; THENCE N 88°37'59" E, A DISTANCE OF 252.70 FEET; THENCE N 72°12'19" E, A DISTANCE OF 963.60 FEET; THENCE S 61°52'07" E, A DISTANCE OF 949.68 FEET; THENCE S 09°16'10" W, A DISTANCE OF 570.68 FEET; THENCE S 08°14'06" E, A DISTANCE OF 316.84 FEET; THENCE N 81°45'54" E, A DISTANCE OF 102.83 FEET; THENCE S 08°14'06" E, A DISTANCE OF 322.06 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 10°08'21" E, AT A DISTANCE OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 66°18'09", A DISTANCE OF 115.72 FEET TO THE POINT OF TANGENCY; THENCE S 13°33'29" W, A DISTANCE OF 161.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 67°20'54", A DISTANCE OF 217.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 36°34'14", A DISTANCE OF 169.14 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°16'00", A DISTANCE OF 58.06 FEET; THENCE S 37°10'17" W, A DISTANCE OF 527.40 FEET; THENCE S 52°49'43" E, A DISTANCE OF 246.92 FEET; THENCE S 41°34'14" W, A DISTANCE OF 231.93 FEET; THENCE S 45°18'36" E, A DISTANCE OF 187.18 FEET; THENCE S 27°16'21" W, A DISTANCE OF 230.88 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S 27°16'21" W, AT A DISTANCE OF 810.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°39'39", A DISTANCE OF 687.93 FEET TO THE POINT OF TANGENCY; THENCE S 68°36'42" W, A DISTANCE OF 118.49 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 475.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°20'03", A DISTANCE OF 93.96 FEET; THENCE S 10°03'15" E, A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 10°03'15" W, AT A DISTANCE OF 605.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°31'01", A DISTANCE OF 26.58 FEET; THENCE S 12°34'16" E, A DISTANCE OF 190.10 FEET; THENCE S 20°04'22" W, A DISTANCE OF 69.29 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 70 (SECTION 13160-2506); THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 69°55'38" W, A DISTANCE OF 89.77 FEET TO A POINT ON THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N 20°04'49" E, AT A DISTANCE OF

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T:\LAKEWOOD NATIONAL G&CC\PLOL RUN PLAT\PLAT\Descriptions\PoloRun-Phase1A&1B.docx (bernie)

EXHIBIT "B"
 (Sketch of Utility Improvements)



5/8/2017



ROAD BUILDERS INCORPORATED

TO: **LENNAR HOMES** **SARASOTA, FL**
c/o TERRY KIRSCHNER

RE: **POLO RUN 8" OFFSITE WATERMAIN**
DIRECTIONAL BORE OF SR 70

WE ARE PLEASED TO QUOTE AS FOLLOWS:
FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR
INSTRUCTIONS PREPARED BY _____ DATED _____

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	CLEARING, STAGING, & DEWATER	1.00	LS	12,500.00	12,500.00
2	8" PVC C-900 WATER MAIN	140.00	LF	28.00	3,920.00
3	8" HDPE WATER MAIN	150.00	LF	40.00	6,000.00
4	8" VALVES	2.00	EA	1,250.00	2,500.00
5	12" DIRECTIONAL DRILL CASING	150.00	LF	120.00	18,000.00
6	8" FITTINGS	3.00	EA	600.00	1,800.00
7	8" TESTING	290.00	LF	3.00	870.00
8	SITE WORK RESTORATION	1.00	LS	2,500.00	2,500.00

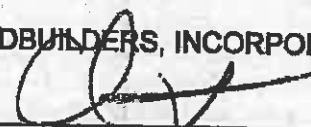
GRAND TOTAL **48,090.00**

NOTES:
 No bond or fees included.

TIME TO COMPLETION FROM JOB START **7 DAYS**
 PRICES SUBJECT TO CHANGE AFTER **30 DAYS**

Terms: On approved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more than 30 days past due, purchaser will pay all costs of collections, including attorney's fees, whether collected through suit or otherwise.

ACCEPTED _____
 FOR OWNER

C & M ROADBUILDERS, INCORPORATED
 BY 

5/8/2017



ROAD BUILDERS INCORPORATED

TO: LENNAR HOMES

SARASOTA, FL

90 TERRY KIRSCHNER

RE: POLO RUN 8" OFFSITE WATERMAIN
ADDTL COSTS TO GO UNDER WALL

WE ARE PLEASED TO QUOTE AS FOLLOWS:

FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS LISTED FOR THE UNIT PRICES SHOWN, AS PER CONSTRUCTION DRAWINGS AND/OR INSTRUCTIONS PREPARED BY _____ DATED _____

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
1	8" PVC C-900 WATER MAIN	-60.00	LF	28.00	-1,680.00
2	8" HDPE WATER MAIN	60.00	LF	40.00	2,400.00
3	8" FITTINGS	2.00	EA	600.00	1,200.00

GRAND TOTAL

1,920.00

NOTES:

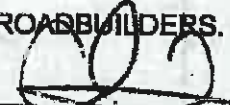
No bond or fees included.

TIME TO COMPLETION FROM JOB START
PRICES SUBJECT TO CHANGE AFTER

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ACCEPTED _____
FOR OWNER

C & M ROADBUILDERS, INCORPORATED
BY  _____

9/22/2017



ROAD BUILDERS INCORPORATED

TO: LENNAR HOMES SARASOTA, FL
 c/o TERRY KIRSCHNER

RE: POLO RUN SR 70
 FIRE HYDRANTS ON EXIST. LINE

WE ARE PLEASED TO QUOTE AS FOLLOWS:
 FURNISH ALL LABOR, EQUIPMENT AND MATERIALS TO CONSTRUCT THE ITEMS
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 INSTRUCTIONS PREPARED BY DATED

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED BID
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4	FINAL DRESS	1.00	LS	2459.00	2,459.00
5	BAHIA SOD	300.00	SY	2.50	750.00

GRAND TOTAL

41,399.00

NOTES:

No bond or fees included.
 Right of way use permit not included.

TIME TO COMPLETION FROM JOB START
 PRICES SUBJECT TO CHANGE AFTER

7 DAYS
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Terms: On approved credit based on monthly invoice for work complete. 18% interest charged on past due accounts. We will not be liable for any delay due to war, strikes, lockouts, labor difficulties, accidents, fire, flood or other causes beyond our control. Purchaser agrees that should account become more than 30 days past due, purchaser will pay all costs of collections, including attorney's fees, whether collected through suit or otherwise.

ACCEPTED _____

FOR OWNER

C & M ROADBUILDERS, INCORPORATED

6728 33rd Street East • Sarasota, FL 34243 • (941) 758-1933 • FAX (941) 751-6887

CU 002608