

MEMORANDUM



To: Ed Hunzeker
County Administrator

Thru: Chad Butzow, Interim Director
Public Works Department

CAB

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

C. Mosley
Jane Oliver

Date: June 12, 2018

Subject: **DEL WEBB, PHASE II, SUBPHASES 2A, 2B & 2C
SUBPHASE 2B ONLY
PDR-13-38/17-S-30 (F)
RELEASE PORTION OF PERFORMANCE AGREEMENT
RELEASE SURETY BOND
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE**

On November 28, 2017, the Board of County Commissioners accepted the *Agreement for Public Improvements for Private Subdivision* for Subphase B only, securing potable water and sanitary sewer improvements for the above referenced project. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements in order to release the performance portion (public improvements); and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

NOTE: PUBLIC IMPROVEMENTS AGREEMENT remains in place securing the performance portion of Subphase 2C, and the defect security portions of agreement for 2A.

- **Authorization to release and return** the Surety Bond, and any riders associated with this Surety, in conjunction with the performance portion of the *Agreement for Public Improvements for Private Subdivision*. Documents will be returned to Darena Marvin/Danielle Ellis with Grimes Goebel Attorneys at Law located at 1023 Manatee Avenue West, Bradenton, FL 34205;

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

- **Surety Bond** No. CMS325148 issued through RLI Insurance;
- **Amount** of Performance Bond \$234,839.80;
- **Accept, and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Public Subdivision Improvements* accepted by the Board of County Commissioners on November 28, 2017 for Subphase B only, securing potable water and sanitary sewer improvements;
- **Surety Bond No.** 30033082 issued through Continental Insurance Company;
- **Amount** of Defect Security \$18,064.60;
- **Accept and Execute** Bill of Sale.

Instructions to Board Records

Copies of release request to: Julie Jensvold (Julie.jensvold@manateeclerk.com), Danielle Heaton (Danielle.heaton@manateeclerk.com), Robin Hamilton (Robin.hamilton@manateeclerk.com), Danielle Ellis (DEllis@grimesgoebel.com), and Jane Oliver (jane.oliver@mymanatee.org).

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

By: Board of County Commissioners

By: 
County Administrator, per R-14-86

CB/CM/mjo

cc: Records Management
Claudia Campos, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director – Engineering Services
Myra Prater, Maintenance Operations Division Manager
Ken LaBarr, Infrastructure Inspections Division Manager
Danielle Ellis/Darenda Marvin, Agent for the Developer

Attachments

RESOLUTION NO.R-14-86

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, PROVIDING FOR THE DELEGATION OF CERTAIN AUTHORITY TO THE COUNTY ADMINISTRATOR AND COUNTY ATTORNEY REGARDING PERFORMAMCE SECURITIES AND DEFECT SECURITIES PURSUANT TO SECTION 910 OF THE MANATEE COUNTY LAND DEVELOPMENT CODE; REPEALING RESOLUTION NO. R-08-169; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 910 of the Manatee County Land Development Code (the "Code") sets forth the procedures for approval of subdivision plats, including requirements for the posting of performance securities and defect securities with the County to secure the completion of certain public and private improvements; and

WHEREAS, pursuant to Resolution No. R-08-169, the Board of County Commissioners of Manatee County, Florida, (the "Board") delegated certain authority to the County Administrator and County Attorney to exercise the County's rights against such securities in accordance with the Code; and

WHEREAS, it is in the best interest of the public health, safety and welfare of the County for the Board to repeal Resolution No. R-08-169 in its entirety and replace it with this Resolution, to further implement the provisions of Section 910 of the Code; and

WHEREAS, the Board finds that by delegating the authority in the specific circumstances set forth herein, the County is better able to protect the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Manatee County, Florida:

Section 1. Findings. The findings set forth above are hereby adopted as findings of the Board and incorporated herein by reference.

Section 2. Delegation of Authority. The Board hereby delegates to the County Administrator and the County Attorney, and their respective designees, the authority to accept, hold and draw upon performance securities and defect securities posted with the County pursuant to Section 910 of the Code. Such authority shall apply to any subdivision for which (a) the Board has approved the subdivision plat and a related improvements agreement in accordance with Section 910 of the Code. Such authority shall include, without limitation, the following:

- i. The authority to accept, hold, maintain and, upon completion of required improvements or expiration of the required defect guaranty period,

release performance securities and defect securities posted with the County pursuant to Section 910 of the Code;

- ii. The authority to administer and exercise the County's rights under any related improvements agreement, and to release such improvements agreement in accordance with the provisions thereof upon full performance by the developer;
- iii. The authority to sign and issue upon the County's behalf any notices of default when a developer defaults in its obligations under an improvements agreement (such notices of default to be issued to the obligor in default of its obligations and to any third-party guarantor, including any entity holding a letter of credit or surety bond in the County's favor);
- iv. The authority to call upon any such third-party guarantor to complete the required work or to provide the guaranteed monies to the County for the completion of same (in accordance with the performance security or defect security and the related agreement);
- v. The authority to draw upon a performance security or defect security whenever the County has the right to do so and it is necessary to do so in order to protect the public interest; and
- vi. The authority of the County Attorney to initiate judicial or administrative proceedings to enforce the County's rights under a performance security or defect security and related improvements agreement.

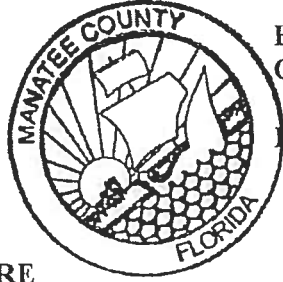
Such authority shall be vested concurrently in the County Administrator and the County Attorney. Should both such officials be unavailable, the authority shall rest with any Deputy County Administrator or any Assistant County Attorney designated in writing by the County Administrator or County Attorney,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

Section 3. Repeal of Resolution No. R-08-169. Resolution No. R-08-169 is hereby repealed.

Section 4. Severability. If any section, sentence, clause, or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such section, sentence, clause, or other provision shall be deemed severable, and such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

PASSED AND DULY ADOPTED with a quorum present and voting this 9th day of September, 2014.



BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: Larry Butta
Chairperson

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

By: Robert Shore
Deputy Clerk

Del Webb, Phase 1I, Subphases 2A, 2B, 2C
Private Residential Project w/Public Improvement
Potable Water & Sanitary Sewer
DEFECT - Subphase A – Potable Water, Sanitary Sewer
DEFECT – Subphase B – Potable Water, Sanitary Sewer

EXHIBIT “B”
IMPROVMENTS

	Improvement	Estimated Cost
1	<u>SUBPHASE 2A</u> Potable Water and Sanitary Sewer	<u>\$1,879,642.70</u>
2	<u>SUBPHASE 2B</u> Potable Water and Sanitary Sewer	<u>\$234,839.80</u>
3	<u>SUBPHASE 2C</u> Potable Water and Sanitary Sewer	<u>\$589,006.60</u>
1	<u>DEFECT - SUBPHASE 2A</u> Potable Water and Sanitary Sewer	<u>\$144,587.90</u>
2	<u>DEFECT - SUBPHASE 2B</u> Potable Water and Sanitary Sewer	<u>\$18,064.60</u>



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

February 26, 2018

Stantec Consulting Services, Inc.
Attn: Mr. Geza F. Bankuty, P.E.
6900 Professional Pkwy East
Sarasota, FL 34240

(geza.bankuty@stantec.com)

RE: **DEL WEBB, PHASE II, SUBPHASES 2A, 2B, 2C - (Private Subdivision)**
(PDR-13-38(P)/17-S-30(F)) (DTS #20170349) (MEPS-248)
Subphase 2B – Defect Security Cost Estimate
Required Public Improvements
Reason – (Potable Water, Sanitary Sewer)


Dear Mr. Bankuty:

Your cost estimate for the above referenced bond, dated **January 22, 2018**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of **\$18,064.60** which is 10% of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

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

Sincerely,



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

SM/jp/jh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works
Diana Lonergan, Planner, Building and Development Services



Stantec
Construction Cost
Del Webb, Phase II, Subphases 2A, 2B & 2C
for Defect Security Bond for Subphase 2B Public Improvements

Site Development Cost Breakdown Summary

Water	\$ 89,773.00
Sanitary	\$ 90,873.00
Total Cost Opinion	<u>\$ 180,646.00</u>
Total x 10%	\$ 18,064.60

Certificate of Cost

I, Geza F. Bankuty, Jr., P.E., hereby submit that my opinion of cost for the improvements itemized herein is One Hundred Eighty Thousand Six Hundred Forty Six Dollars and No Cents (\$180,646.00).

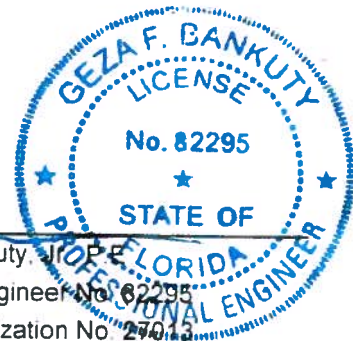
Furthermore, as required by Manatee County Land Development Code Section 337.6, 10% of these costs specifically, Eighteen Thousand Sixty Four Dollars and Sixty Cents (\$18,064.60), is the required amount of the defect security.

Signed and sealed on this 22nd day of January, 2018

Signed: _____

1-22-2018

Geza F. Bankuty, Jr., P.E.
Florida Licensed Engineer No. 62295
Certificate of Authorization No. 27013



Del Webb, Phase II, Subphases 2A, 2B and 2C

POTABLE WATER, SUBPHASE 2B				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
6" DIP Water Main (C150/C151, Class 350)*	64	LF	\$ 22.00	\$ 1,408.00
8" PVC Water Main (C-900, Class 150)*	155	LF	\$ 17.00	\$ 2,635.00
6" PVC Water Main (C-900, Class 150)*	1,364	LF	\$ 12.00	\$ 16,368.00
4" PVC Water Main (C-900, Class 150)*	291	LF	\$ 10.00	\$ 2,910.00
2" HDPE Water Main (PE 3408, Class 200)*	160	LF	\$ 8.00	\$ 1,280.00
6" Gate Valve with Box	2	EA	\$ 966.00	\$ 1,932.00
4" Gate Valve with Box	1	EA	\$ 833.00	\$ 833.00
Fire Hydrant complete	3	EA	\$ 5,175.00	\$ 15,525.00
Single Water Service (Long)	9	EA	\$ 744.00	\$ 6,696.00
Single Water Service (Short)	11	EA	\$ 599.00	\$ 6,589.00
Double Water Service (Long)	11	EA	\$ 1,155.00	\$ 12,705.00
Double Water Service (Short)	9	EA	\$ 1,015.00	\$ 9,135.00
Connect To Existing 8" PVC Water Main	1	LS	\$ 680.00	\$ 680.00
Connect To Existing 6" PVC Water Main	2	LS	\$ 615.00	\$ 1,230.00
4" Temporary Jumper (Phasing) (Including removal)	2	EA	\$ 4,680.00	\$ 9,360.00
2" Blow-off**	1	EA	\$ 487.00	\$ 487.00
TOTAL POTABLE WATER				\$89,773.00

Del Webb, Phase II, Subphases 2A, 2B and 2C

SANITARY SEWER, SUBPHASE 2B				
DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
8" PVC Gravity Main (5' - 8' cut*)(SDR 26)	1,109	LF	\$20.00	\$ 22,180.00
8" PVC Gravity Main (8' - 10' cut*)(SDR 26)	231	LF	\$21.00	\$ 4,851.00
8" PVC Gravity Main (10' - 12' cut*)(SDR 26)	168	LF	\$29.00	\$ 4,872.00
Sanitary Manhole 4' Diameter (5' - 8' cut**)	7	EA	\$3,070.00	\$ 21,490.00
Sanitary Manhole 4' Diameter (8' - 10' cut**)	1	EA	\$3,580.00	\$ 3,580.00
Single Sanitary Service	6	EA	\$900.00	\$ 5,400.00
Double Sanitary Service	19	EA	\$1,500.00	\$ 28,500.00
TOTAL SANITARY SEWER				\$ 90,873.00

Del Webb, Phase 1I, Subphases 2A, 2B, 2C
Private Residential Project w/Public Improvement
Potable Water & Sanitary Sewer
DEFECT - Subphase A – Potable Water, Sanitary Sewer
DEFECT – Subphase B – Potable Water, Sanitary Sewer

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	<u>SUBPHASE 2A</u> Surety Bond No. CMS325152 Issued Thru RLI Insurance Company	<u>\$1,879,642.70</u>
2	<u>SUBPHASE 2B</u> Surety Bond No. CMS325148 Issued Thru RLI Insurance Company	<u>\$234,839.80</u>
3	<u>SUBPHASE 2C</u> Surety Bond No. CMS325144 Issued Thru RLI Insurance Company	<u>\$589,006.60</u>
1	<u>DEFECT – Subphase A</u> Surety Bond No. CMS325157 Issued Thru RLI Insurance Company	<u>\$144,587.90</u>
2	<u>DEFECT – Subphase B</u> Surety Bond No. 30033082 Issued Thru The Continental Insurance Company	<u>\$18,064.60</u>

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

BOND NO. 30033082

KNOW ALL MEN BY THESE PRESENT:

**PROJECT NAME: Del Webb Lakewood Ranch
Phase II, Subphases 2A, 2B & 2C
Public Improvements Subphase 2B Only**

That the Developer, Pulte Home Company, LLC as Principal, and The Continental Insurance Company a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$18,064.60 (Numbers) eighteen thousand sixty four and 60/100 (Words) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement for Public Subdivision Improvements" dated November 28, 2017 and recorded in O.R. Book 2702, Page 7916, PRMCF ("Agreement").

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

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

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

INSURANCE COMPANY SIGNATURE FORM

Del Webb Lakewood Ranch, Phase II
Subphases 2A, 2B & 2C
FOR: Public Improvements Subphase 2B Only
(Name of Project)
BOND NO. 30033082

SIGNED AND SEALED this 6th day of March, 20 18

The Continental Insurance Company

By: [Signature]
Surety Company Name
Signature - As its Agent
Jean Marusak, Attorney-in-Fact
Print Name & Title
801 Warrentville Rd., Ste 700
Address.
Lisle IL 60532
City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 6th day of March, 20 18, by Jean Marusak as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced known (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

Shirley E. Hutchins
Print Name of Notary

Commission No. _____ My Commission Expires: 4/17/18

Del Webb Lakewood Ranch, Phase II
Subphases 2A, 2B & 2C
Public Improvements Subphase 2B Only

DEVELOPER SIGNATURE FORM

FOR: _____
BOND NO. 30033082

SIGNED AND SEALED this 6th day of March, 2018

WITNESSES OR CORPORATE SEAL:

Ramon Sanders
Witness

Ramon Sanders
Type or Print Name

Ross Irwin
Witness

Ross Irwin
Type or Print Name

Pulte Home Company, LLC

Developer

BY: D. Bryce Langen
Signature

D. Bryce Langen

Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)
24311 Walden Center Dr., Ste 300
Postal Address
Bonita Springs FL 34134
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: GEORGIA

COUNTY OF: FULTON

The foregoing instrument was acknowledged before me this 6th day of March, 2018,
by D. Bryce Langen, as VP & Treasurer, (Title), on behalf of the corporation identified
herein as Developer and who is personally known to me or who has produced
Known (Type of Identification) as identification.



Shirley E. Hutchins
Notary Public
Shirley E. Hutchins
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 4th day of JUNE, 2018.

MANATEE COUNTY

A political subdivision of the State of Florida

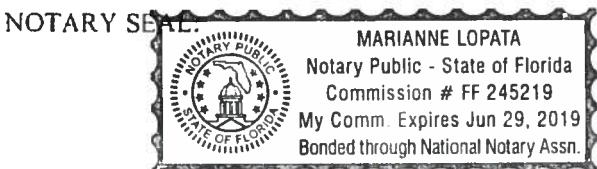
By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF: Florida

COUNTY OF: Manatee County

The foregoing instrument was acknowledged before me this 4 day of June, 2018,
by Ed Hunzeker, as County Administrator, (Title), for and on behalf of Manatee County Board of
County Commissioners, who is personally known to me or who has produced
(Type of Identification) as identification.



Marianne Lopata
Notary Public
Marianne Lopata
Print Name of Notary

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

D.Bryce Langen, James Zeumer, James Ossowski, Brien O'Meara, Kelly Yoakam, Kim Hill, Ross Irwin, Jean Marusak, Ellen Padesky Maturen, Gregory S. Rives, KellyMarie Conlon, Individually

of Bloomfield Hills, MI., its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In an amount not to exceed Two Million and no/100 Dollars (\$2,000,000.00)

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of December, 2016.

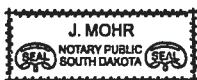


The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 28th day of December, 2016, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of March, 2018.



The Continental Insurance Company

D. Bult
D. Bult Assistant Secretary

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Company, LLC a Michigan limited liability company, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: Del Webb, Phase II, Subphase 2B

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

All on the property described in Exhibit "A", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 13 day of April, 2018.

Signed, sealed and delivered in the presence of Witnesses:

Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

[Signature]
Print name: Felipe Gonzalez

By: [Signature]
Michael Woolery, as Vice President of Land Acquisition, Southwest Florida Division

[Signature]
Print name: Michelle Platke

STATE OF FLORIDA
COUNTY OF Sarasota

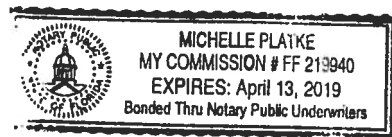
The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Michael Woolery, as Vice President of Land Acquisition, Southwest Florida Division, respectively, of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, on behalf of the company. Who is personally known to me or have produced _____ as identification.

[Signature]
Signature of Notary Public

Michelle Platke
Name Typed, Printed or Stamped

Commission No.: FF 219940

My Commission Expires: April 13, 2019



WHEREFORE, the County and Developer have executed this Bill of Sale as of this 4TH day of JUNE, 2018.

MANATEE COUNTY, a political
subdivision of the State of Florida

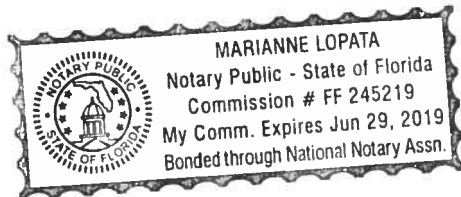
By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 4 day of June, 2018, by ED HUNZEKER (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification



[Signature]

NOTARY PUBLIC Signature

Marianne Lopata

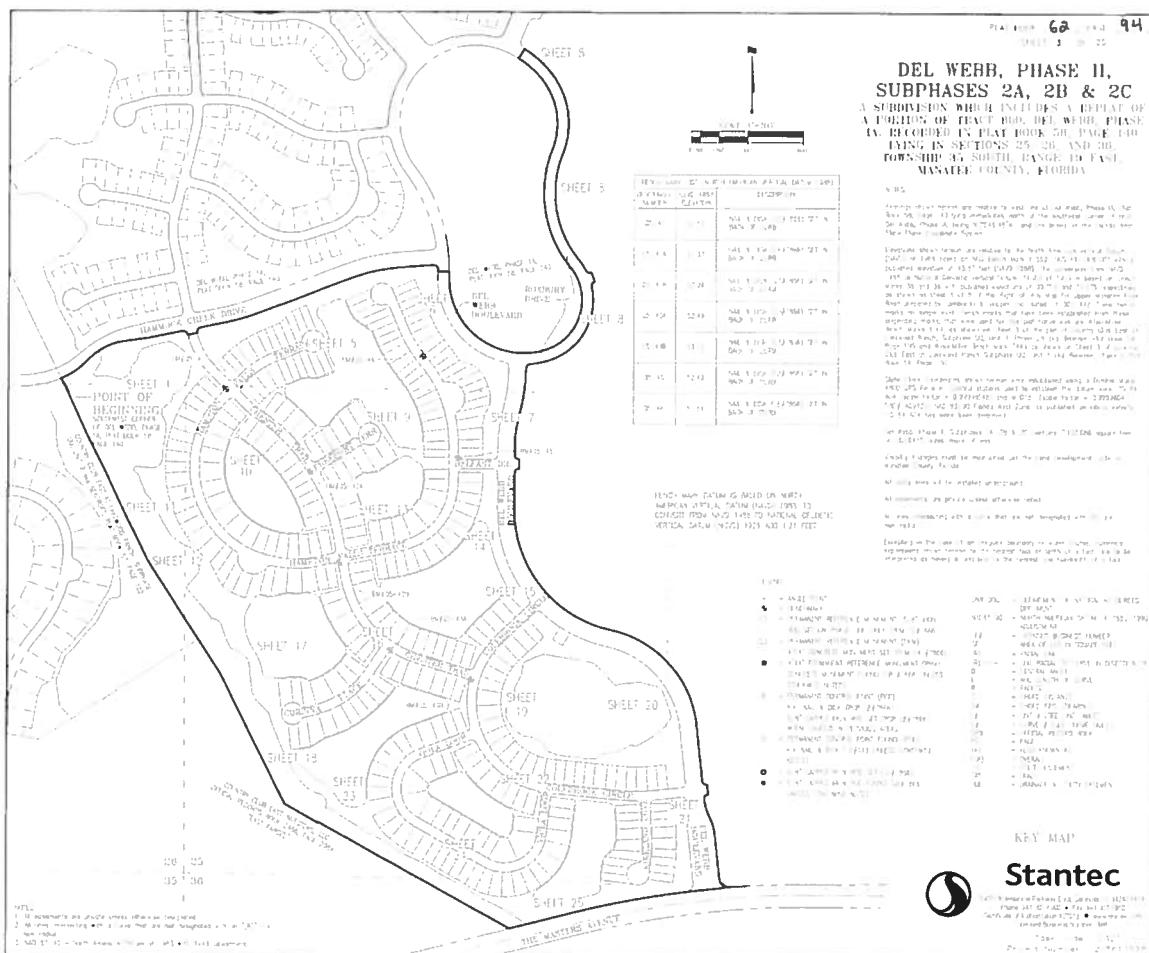
Printed Name

Exhibit "A"

Legal Description

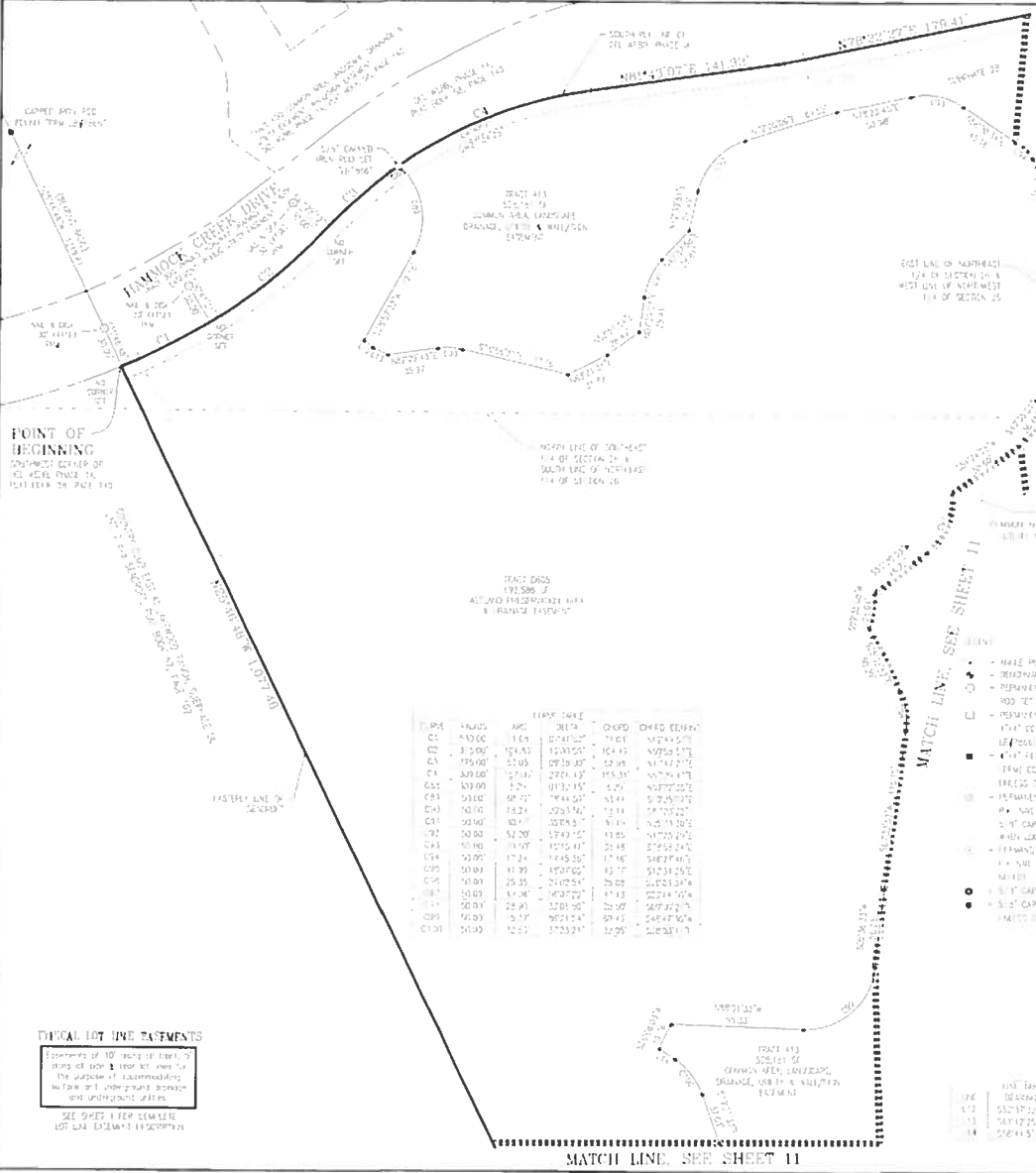
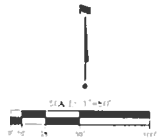
Public Utility Easement over Tract 302 within Del Webb, Phase II, Subphase 2B, according to the plat thereof recorded in Plat Book 62, Page 92, in the Public records of Manatee County, Florida.

KEY SHEET



DEL WEBB, PHASE II, SUBPHASES 2A, 2B & 2C

A SUBDIVISION WHICH INCLUDES A REFIL OF A PORTION OF TRACT 800, DEL WEBB, PHASE IA, RECORDED IN PLAT BOOK 58, PAGE 110, LYING IN SECTIONS 25, 26, AND 30, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



CURVE	ANGLE	CHORD	CHORD BEARING
C1	144.00	1.00	074°45'27"
C2	135.00	1.00	123°30'57"
C3	170.00	1.00	087°50'00"
C4	135.00	1.00	270°45'00"
C5	135.00	1.00	013°15'00"
C6	135.00	1.00	270°45'00"
C7	135.00	1.00	013°15'00"
C8	135.00	1.00	270°45'00"
C9	135.00	1.00	013°15'00"
C10	135.00	1.00	270°45'00"
C11	135.00	1.00	013°15'00"
C12	135.00	1.00	270°45'00"
C13	135.00	1.00	013°15'00"
C14	135.00	1.00	270°45'00"
C15	135.00	1.00	013°15'00"
C16	135.00	1.00	270°45'00"
C17	135.00	1.00	013°15'00"
C18	135.00	1.00	270°45'00"
C19	135.00	1.00	013°15'00"
C20	135.00	1.00	270°45'00"

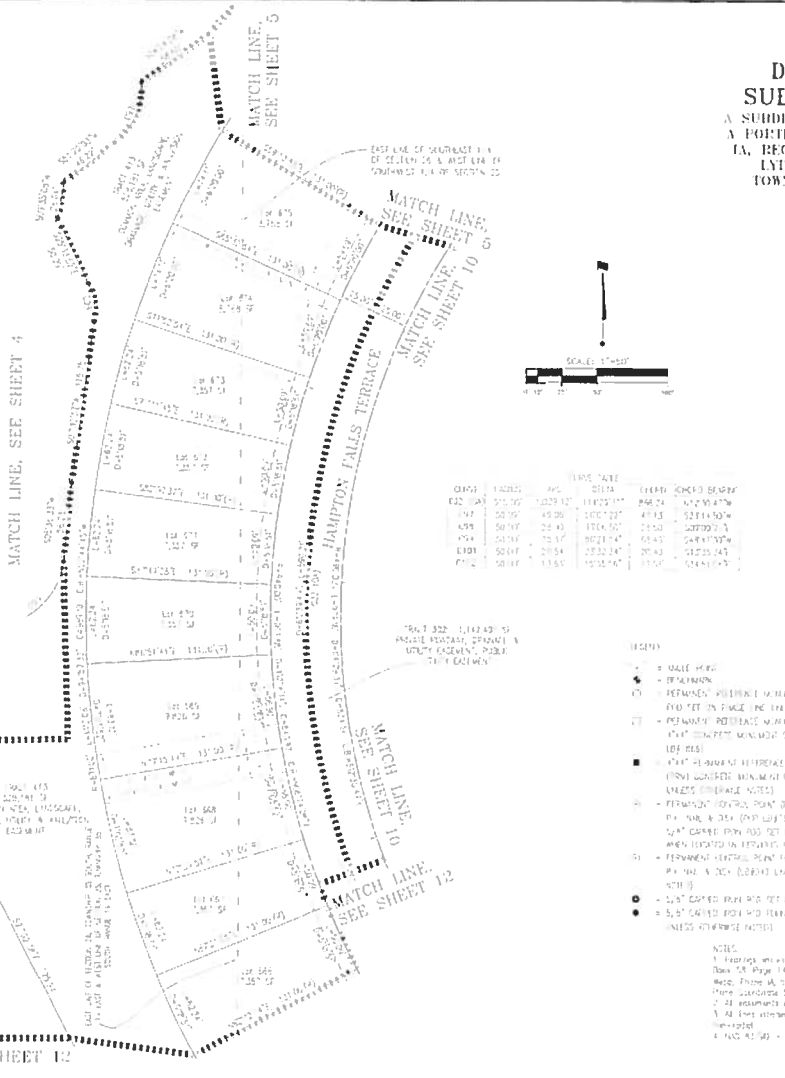
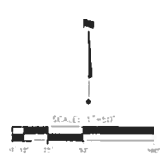
CURVED LOT LINE ADJUSTMENTS
Adjustments of 10' to 15' in length, 1/2" to 1" in width, and 1/2" to 1" in depth, shall be made for the purpose of accommodating the easements and encroachments shown.

- 4042 PAV - ASPHALT PAVEMENT
- 4043 PAV - CONCRETE PAVEMENT
- 4044 PAV - GRANULAR FILL
- 4045 PAV - GRAVEL FILL
- 4046 PAV - SAND FILL
- 4047 PAV - GRAVEL FILL
- 4048 PAV - SAND FILL
- 4049 PAV - GRAVEL FILL
- 4050 PAV - SAND FILL
- 4051 PAV - GRAVEL FILL
- 4052 PAV - SAND FILL
- 4053 PAV - GRAVEL FILL
- 4054 PAV - SAND FILL
- 4055 PAV - GRAVEL FILL
- 4056 PAV - SAND FILL
- 4057 PAV - GRAVEL FILL
- 4058 PAV - SAND FILL
- 4059 PAV - GRAVEL FILL
- 4060 PAV - SAND FILL
- 4061 PAV - GRAVEL FILL
- 4062 PAV - SAND FILL
- 4063 PAV - GRAVEL FILL
- 4064 PAV - SAND FILL
- 4065 PAV - GRAVEL FILL
- 4066 PAV - SAND FILL
- 4067 PAV - GRAVEL FILL
- 4068 PAV - SAND FILL
- 4069 PAV - GRAVEL FILL
- 4070 PAV - SAND FILL
- 4071 PAV - GRAVEL FILL
- 4072 PAV - SAND FILL
- 4073 PAV - GRAVEL FILL
- 4074 PAV - SAND FILL
- 4075 PAV - GRAVEL FILL
- 4076 PAV - SAND FILL
- 4077 PAV - GRAVEL FILL
- 4078 PAV - SAND FILL
- 4079 PAV - GRAVEL FILL
- 4080 PAV - SAND FILL
- 4081 PAV - GRAVEL FILL
- 4082 PAV - SAND FILL
- 4083 PAV - GRAVEL FILL
- 4084 PAV - SAND FILL
- 4085 PAV - GRAVEL FILL
- 4086 PAV - SAND FILL
- 4087 PAV - GRAVEL FILL
- 4088 PAV - SAND FILL
- 4089 PAV - GRAVEL FILL
- 4090 PAV - SAND FILL
- 4091 PAV - GRAVEL FILL
- 4092 PAV - SAND FILL
- 4093 PAV - GRAVEL FILL
- 4094 PAV - SAND FILL
- 4095 PAV - GRAVEL FILL
- 4096 PAV - SAND FILL
- 4097 PAV - GRAVEL FILL
- 4098 PAV - SAND FILL
- 4099 PAV - GRAVEL FILL
- 4100 PAV - SAND FILL

NOTES
1. All easements shown are in accordance with the plat and the plat, Phase II, Plat Book 58, Page 110, being immediately north of the southwest corner of the Del Webb, Phase II, being N 27°45'00" E 100' 00" and based on the 1983 West State Plane Coordinate System.
2. All easements are shown unless otherwise designated.
3. All lots are constructed with a slope that will not exceed 10% on any side.
4. All lots are in accordance with the plat and the plat, Phase II, Plat Book 58, Page 110.

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**DEL WEBB, PHASE II,
 SUBPHASES 2A, 2B & 2C**
 A SUBDIVISION WHICH INCLUDES A REPLAT OF
 A PORTION OF TRACT 800, DEL WEBB, PHASE
 IA, RECORDED IN PLAT BOOK 60, PAGE 140
 LYING IN SECTIONS 25, 26, AND 36,
 TOWNSHIP 35 SOUTH, RANGE 19 EAST,
 MANATEE COUNTY, FLORIDA



GRID	AXES	APX	DELT	GRID	GRID BOUND
C22	250	1,029.17	11,825.177	846.74	6,715,417.6
17	50.00	45.20	1,007.227	413.5	5,713,143.7
15	50.00	22.4	1,010.567	11.50	5,072,797.7
14	50.00	19.16	1,018.447	69.43	5,478,932.4
E101	50.00	20.54	1,532.247	20.43	5,023,343.7
C12	50.00	13.57	1,535.167	13.57	6,454,193.7

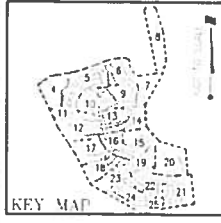
TYPICAL LOT LINE EASEMENTS
 Showings of 10 feet at front, 5 feet at side & rear lot lines are the minimum easements for utility and underground service and appropriate access.
 SEE SHEET 1 FOR COMPLETE LOT LINE EASEMENT DISTROPTIONS

- (LEGEND)**
- = WALL MARK
 - = BENCHMARK
 - = PERMANENT SURVEYING MONUMENT (1" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
 - = PERMANENT SURVEYING MONUMENT (1" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
 - = 1/4" DIA. BRASS REFERENCE MONUMENT (1/4" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
 - = PERMANENT SURVEYING POINT (BYP)
 - = 1/4" DIA. BRASS REFERENCE MONUMENT (1/4" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
 - = 1/4" DIA. BRASS REFERENCE MONUMENT (1/4" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
 - = 1/4" DIA. BRASS REFERENCE MONUMENT (1/4" DIA. BRASS PIN SET IN PLACE LINE UNIT (0.17" DIA.)
- NOTES**
1. Boundary lines shown are based on a survey of the site, from a true North 89 Degree 14' 21" magnetic north of the surveyed corner of the Del Webb, Phase II, Subphase 2A, 2B & 2C, and are based on the Florida and State Plane Coordinate System.
 2. All easements are shown unless otherwise indicated.
 3. All lines shown are 1/4" thick and the not dimensioned with an 1/8" or 1/16" tolerance.
 4. NAD 83/93 = North American Datum of 1983 and 1993 adjustment.

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Task Code: 2327
 Project Number: 210515619

**DEL WEBB, PHASE II,
SUBPHASES 2A, 2B & 2C**
A SUBDIVISION WHICH INCLUDES A REPEAT OF A
PORTION OF TRACT 800, DEL WEBB, PHASE IA,
RECORDED IN PLAT BOOK 58, PAGE 140,
LYING IN SECTIONS 25, 26, AND 36, TOWNSHIP 35
SOUTH, RANGE 19 EAST, MANATEE COUNTY,
FLORIDA



TYPICAL LOT LINE EASEMENTS
Easements of 10' along 18' front of
lot shall be shown as 10' to 18' line to
the center of easement. The
width of easement shown
shall be 10' and 18'.

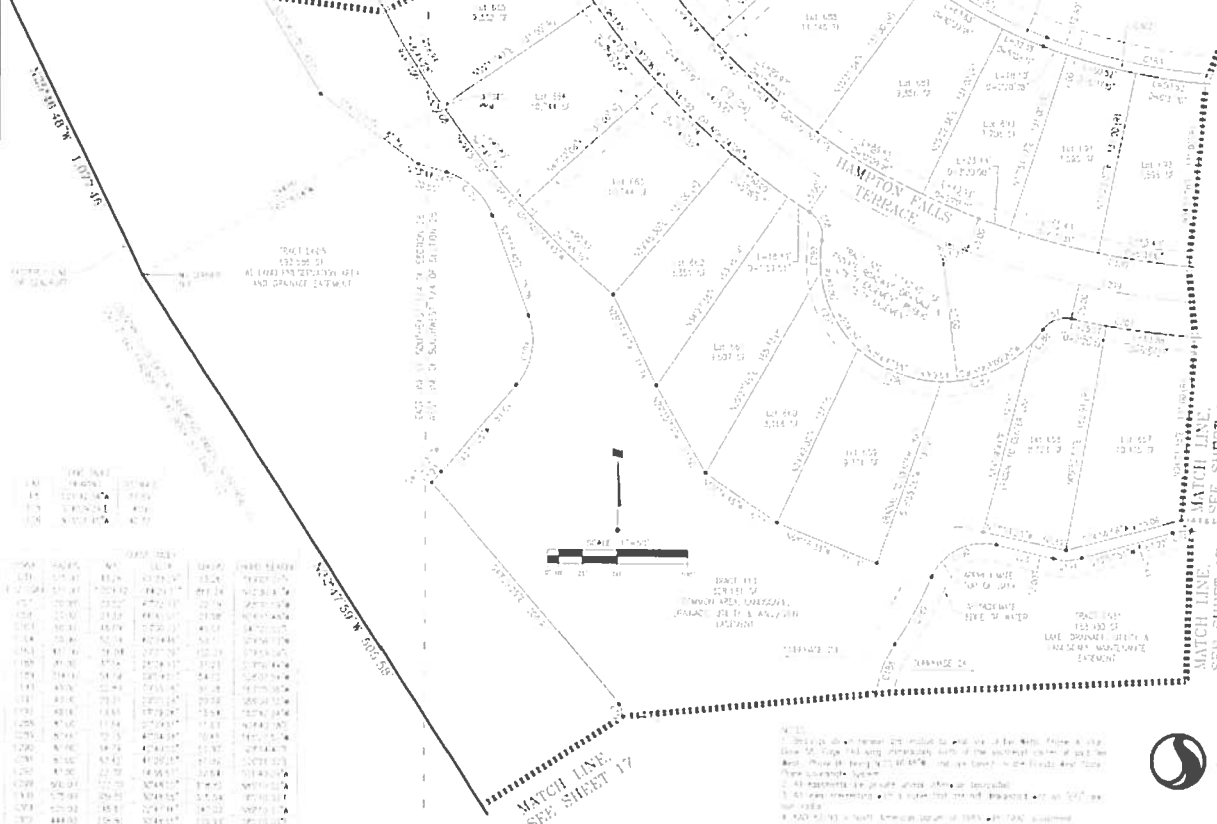
MATCH LINE, SEE SHEET 11

MATCH LINE, SEE SHEET 11
SIDE SHEET 11

MATCH LINE, SEE SHEET 10

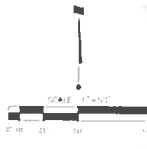
MATCH LINE, SEE SHEET 10

MATCH LINE, SEE SHEET 13



- 1 - 10' EASEMENT
- 2 - 10' EASEMENT
- 3 - 10' EASEMENT
- 4 - 10' EASEMENT
- 5 - 10' EASEMENT
- 6 - 10' EASEMENT
- 7 - 10' EASEMENT
- 8 - 10' EASEMENT
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- 97 - 10' EASEMENT
- 98 - 10' EASEMENT
- 99 - 10' EASEMENT
- 100 - 10' EASEMENT

AREA	PERCENT	PERCENT
100	100.00	100.00
101	100.00	100.00
102	100.00	100.00
103	100.00	100.00
104	100.00	100.00
105	100.00	100.00
106	100.00	100.00
107	100.00	100.00
108	100.00	100.00
109	100.00	100.00
110	100.00	100.00
111	100.00	100.00
112	100.00	100.00
113	100.00	100.00
114	100.00	100.00
115	100.00	100.00
116	100.00	100.00
117	100.00	100.00
118	100.00	100.00
119	100.00	100.00
120	100.00	100.00
121	100.00	100.00
122	100.00	100.00
123	100.00	100.00
124	100.00	100.00
125	100.00	100.00
126	100.00	100.00
127	100.00	100.00
128	100.00	100.00
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133	100.00	100.00
134	100.00	100.00
135	100.00	100.00
136	100.00	100.00
137	100.00	100.00
138	100.00	100.00
139	100.00	100.00
140	100.00	100.00
141	100.00	100.00
142	100.00	100.00
143	100.00	100.00
144	100.00	100.00
145	100.00	100.00
146	100.00	100.00
147	100.00	100.00
148	100.00	100.00
149	100.00	100.00
150	100.00	100.00



NOTES
1. This plat is subject to all laws and ordinances of the State of Florida.
2. All easements are shown as 10' wide unless otherwise indicated.
3. All areas shown are subject to all laws and ordinances of the State of Florida.
4. This plat is subject to all laws and ordinances of the State of Florida.

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