

# MEMORANDUM

Accepted in Open Session  
Manatee County Board of County Commissioners

12/18/2018



To: Ed Hunzeker  
County Administrator

Thru: Chad Butzow, Interim Director  
Public Works Department

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

Date: November 27, 2018

Subject: **GREEN AT LAKEWOOD RANCH**  
**PDMU-06-30/17-S-32 (F)**  
**RELEASE PORTION OF PERFORMANCE AGREEMENT**  
**RELEASE LETTER OF CREDIT**  
**ACCEPT DEFECT SECURITY PORTION OF AGREEMENT**  
**ACCEPT SURETY BOND**  
**ACCEPT BILL OF SALE**

On January 9, 2018, the Board of County Commissioners accepted the *Agreement for Private Subdivision with Public Improvements* securing roadways and pavement, drainage, 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 defect security portions of agreement.

- **Authorization to release and return** the Letter of Credit, and any Amendments associated with this Letter, in conjunction with the performance portion of the *Agreement for Public Improvements for Private Subdivision*. Documents will be returned to Scott Peek, Sr; with TDC Lakewood I, LLC located at 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, FL 32827;
- **Letter of Credit No. 18128693-00-000** issued through PNC Bank;

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

- **Amount** of Performance Bond \$423,118.54;
- **Accept, and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Private Subdivision with Public Improvements* accepted by the Board of County Commissioners on January 9, 2018, securing roadways and pavement, drainage, potable water and sanitary sewer improvements;
  - **Surety Bond No.** 41401901 issued through Platte River Insurance Company;
  - **Amount** of Defect Security \$38,304.20;
- **Accept and Execute** Bill of Sale.

**Instructions to Board Records**

Copies of release request to: Julie Jensvold ([Julie.jensvold@manateeclerk.com](mailto:Julie.jensvold@manateeclerk.com)), Danielle Heaton ([Danielle.heaton@manateeclerk.com](mailto:Danielle.heaton@manateeclerk.com)), Robin Hamilton ([Robin.hamilton@manateeclerk.com](mailto:Robin.hamilton@manateeclerk.com)), Scott Peek, Sr. ([speek@tavistock.com](mailto:speek@tavistock.com)), and Jane Oliver ([jane.oliver@mymanatee.org](mailto:jane.oliver@mymanatee.org)).

**MANATEE COUNTY, a political  
subdivision of the State of Florida**  
By: Board of County Commissioners

By:   
County Administrator, per R-14-86

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  
Scott Peek, Sr., TDC Lakewood I, LLC

Attachments

Greene at Lakewood Ranch  
Private Commercial Project w/Public Improvement  
Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer  
DEFECT – Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer

**EXHIBIT “B-1”**  
**IMPROVEMENTS**

	Improvement	Estimated Cost
1	Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer	<u>\$423,118.54</u>
2	<b><u>DEFECT</u></b> Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer	<u>\$38,304.20</u>
3		\$
4		\$
5		\$



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

February 01, 2018

Stantec Consulting Services, Inc.  
Attn: Mr. Christopher D. Jordan, P.E.  
6900 Professional Parkway East  
Sarasota, FL 34240

([Chris.Jordan@stantec.com](mailto:Chris.Jordan@stantec.com))

RE: **THE GREEN AT LAKEWOOD RANCH COMMERCIAL**  
**(PDMU-06-30/17-S-32(F)) (DTS #20170348)**  
**Defect Security Cost Estimate**  
**Required Public Improvements**  
**Reason – (Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer)**

Dear Mr. Jordan:

Your cost estimate for the above referenced bond, dated **January 04, 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 **\$38,304.20** 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



**The Greene at Lakewood Ranch Commercial  
Actual Construction Cost  
for Defect Security Bond for Public Improvements**

<b>Site Development Summary Cost Breakdown</b>	
Roadways & Pavement	\$68,936.68
Drainage	\$6,240.20
Potable Water/Fire Line	\$203,805.24
Sanitary Sewer	\$104,059.85
<b>Total</b>	<b>\$383,041.97</b>
<b>Total * 10%</b>	<b>\$38,304.20</b>

**Certificate of Cost Estimate**

I, Christopher D. Jordan, P.E., do hereby estimate, based on costs provided by the contractor, that the cost of the improvements itemized above is Three Hundred Eighty Three Thousand Forty One Dollars and Ninety Seven Cents (\$383,041.97).

Furthermore, as required by Manatee County Land Development Code Section 337.5.B., 10% of that estimate specifically, Thirty Eight Thousand Three Hundred Four Dollars and Twenty Cents (\$38,304.20) , is the required amount of the defect security.

signed and sealed this 4th day of January, 2018



*Christopher D. Jordan* 1/4/18  
Christopher D. Jordan, P.E.  
Florida Licensed Engineer No. 58651  
Certificate of Authorization # 27013



The Greene at Lakewood Ranch Commercial  
Actual Construction Cost  
for Defect Security Bond for Public Improvements

**Roadways & Pavement**

Item	Quantity	Unit	Unit Price	Total
1 Type F Curb	575	LF	\$14.00	\$8,050.00
2 Valley Gutter (2')	596	LF	\$16.10	\$9,595.60
3 H.C. Ramps (including detectable warnings)	4	EA	\$645.64	\$2,582.56
4 4" Concrete Sidewalk	2,556	SY	\$3.45	\$8,818.20
5 5" Asphalt Pavement	630	SY	\$34.07	\$21,464.10
7 12" Shell Base	706	SY	\$12.87	\$9,086.22
9 Signage and Striping	1	LS	\$4,615.00	\$4,615.00
10 Maintenance of Traffic	1	LS	\$4,725.00	\$4,725.00
<b>Roadways &amp; Pavement Grand Total=</b>				<b>\$68,936.68</b>

Notes:



The Greene at Lakewood Ranch Commercial  
Actual Construction Cost  
for Defect Security Bond for Public Improvements

**Drainage**

	<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Remove and Replace Inlet Top with Valley Gutter Inlet Top and Grate	2	EA	\$3,120.10	\$6,240.20
<b>Drainage Grand Total =</b>					<b>\$6,240.20</b>

Notes:

- 1 Dewatering activates are assumed to be included in the unit prices for the above pertinent items.
- 2 Rip-rap assumed to be included in the price of the structure.



The Greene at Lakewood Ranch Commercial  
 Actual Construction Cost  
 for Defect Security Bond for Public Improvements

**Potable Water**

Item	Quantity	Unit	Unit Price	Total
1 3" DIP Water Main	88	LF	\$81.60	\$7,180.80
2 4" DIP Water Main	41	LF	\$31.31	\$1,283.71
3 6" DIP Water Main	8	LF	\$41.84	\$334.72
4 8" DIP Water Main	2,574	LF	\$32.61	\$83,938.14
5 3" Gate Valve	4	EA	\$627.12	\$2,508.48
6 4" Gate Valve	2	EA	\$741.16	\$1,482.32
7 8" Gate Valve	15	EA	\$1,117.65	\$16,764.75
8 Fire Hydrant Assembly	7	EA	\$5,264.51	\$36,851.57
9 Connect to Existing Water Main	3	EA	\$1,221.01	\$3,663.03
10 36" x 8" Tapping Sleeve and Valve	2	EA	\$8,933.36	\$17,866.72
11 Temporary Jumper & BFP	1	EA	\$5,001.36	\$5,001.36
12 Fittings	1	LS	\$19,014.44	\$19,014.44
13 Bacteriological Sample Points	5	EA	\$498.64	\$2,493.20
14 Water Main Testing per Manatee County Standards	2,711	LF	\$2.00	\$5,422.00

**Potable Water Grand Total = \$203,805.24**

Notes:

1 Dewatering activates are assumed to be included in the unit prices for the above pertinent items.





The Greene at Lakewood Ranch Commercial  
Actual Construction Cost  
for Defect Security Bond for Public Improvements

**Sanitary Sewer**

Item	Quantity	Unit	Unit Price	Total
1 8" PVC Sanitary Sewer SDR-26 (8-10 FT)	766	LF	\$28.67	\$21,961.22
2 8" PVC Sanitary Sewer SDR-26 (10-12 FT)	284	LF	\$36.00	\$10,224.00
3 8" PVC Sanitary Sewer SDR-26 (12-14 FT)	462	LF	\$39.62	\$18,304.44
4 10" PVC Sanitary Sewer SDR-26 (12-14 FT)	274	LF	\$49.89	\$13,669.86
5 Manhole 4' Diameter (8-10 FT)	3	EA	\$3,477.00	\$10,431.00
6 Manhole 4' Diameter (10-12 FT)	2	EA	\$3,992.34	\$7,984.68
7 Manhole 4' Diameter (12-14 FT)	3	EA	\$4,732.59	\$14,197.77
8 Gravity Sewer Testing Per Manatee County Standards	1,786	LF	\$4.08	\$7,286.88
<b>Sanitary Sewer Grand Total =</b>				<b>\$104,059.85</b>

Notes:

1 Dewatering activities are assumed to be included in the unit prices for the above pertinent items.

Greene at Lakewood Ranch  
Private Commercial Project w/Public Improvement  
Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer  
**DEFECT – Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer**

**EXHIBIT “B-2”  
IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED  
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE  
DEVELOPMENT

**REQUIRED AT TIME OF DEFECT**



Greene at Lakewood Ranch  
Private Commercial Project w/Public Improvement  
Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer  
**DEFECT – Roadways & Pavement, Drainage, Potable Water, Sanitary Sewer**

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

	Bond / LoC	Amount
1	Letter of Credit No. 18128693-00-000 and Amendment6 No. 1 Issued through PNC Bank, National Association	<u>\$423,118.54</u>
2	<b><u>DEFECT</u></b> Surety Bond No. 41401901 Issued through Platte River Insurance Co.	<u>\$38,304.20</u>
3		\$
4		\$
5		\$

**SURETY BOND  
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

**BOND NO.** 41401901

**PROJECT NAME:** Green at Lakewood Ranch

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, TDC Lakewood I, LLC as Principal, and Platte River 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 \$38,304.20 (Numbers) Thirty Eight Thousand Three Hundred Four and 20/100 (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".

**THE CONDITION** of the above obligation is such that, Whereas the Principal has entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK - Manatee County Government approval date) 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 attached "**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 for Public Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

**INSURANCE COMPANY SIGNATURE FORM**

FOR: Green at Lakewood Ranch  
(Name of Project)

**BOND NO.** 41401901

**SIGNED AND SEALED** this 26 day of September, 20 18

Platte River Insurance Company

By: [Signature]  
Surety Company Name

Chris Eley  
Signature - As its Agent  
Attorney-In-Fact

2121 N. California Blvd., Suite 300  
Print Name & Title

Walnut Creek, CA 94596  
Address

City State Zip

**WITNESSES OR CORPORATE SEAL**

[Signature]  
Signature  
Jason Jenkins  
Print Name

[Signature]  
Signature  
Heather Vaughn  
Print Name

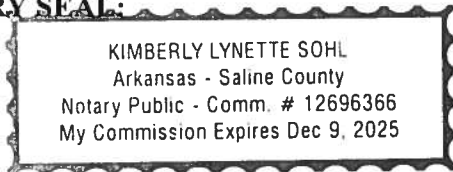
**NOTARY ACKNOWLEDGMENT**

**STATE OF:** Arkansas

**COUNTY OF** Saline

The foregoing instrument was acknowledged before me this 26 day of September, 2018, by Chris Eley as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

**NOTARY SEAL:**



[Signature]  
Notary Public

Kimberly Lynette Sohl  
Print Name of Notary

Commission No. 12696366 My Commission Expires: 12/9/2025

DEVELOPER SIGNATURE FORM

FOR: Green at Lakewood Ranch  
BOND NO. 41401901

SIGNED AND SEALED this 28<sup>th</sup> day of September, 2018

WITNESSES OR CORPORATE SEAL:

Rosetta Johnson  
Witness  
Rosetta Johnson  
Type or Print Name  
United One  
Witness  
Kristi Tilton  
Type or Print Name

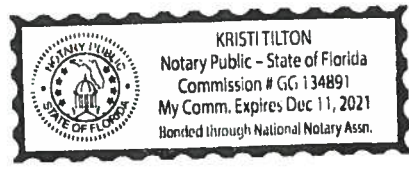
TDC Lakewood I, LLC  
Developer  
BY: [Signature]  
Signature

SCOTT J. PECK, JR  
Type or Print Name  
Scott J. Peck Jr. SVP  
Title (If attorney-in-fact Attach Power of Attorney)  
6900 TAVISTOCK LAKES Blvd Ste 200  
Postal Address  
Orlando FL 32827  
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida  
COUNTY OF: Orange  
The foregoing instrument was acknowledged before me this 28 day of Sept, 2018,  
by Scott Peck Jr, as SVP, (Title), on behalf of the corporation identified  
herein as Developer and who is personally known to me or who has produced  
\_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Kristi Tilton  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MANATEE COUNTY

A political subdivision of the State of Florida  
By: [Signature]  
County Administrator

STATE OF: Florida  
COUNTY OF: Manatee County

The foregoing instrument was acknowledged before me this 27 day of November, 2018,  
by Ed Hunzeker, as County Administrator, (Title), for and on behalf of Manatee County Board of  
County Commissioners, who is personally known to me or who has produced  
\_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Marianne Lopata  
Print Name of Notary

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41401901

KNOW ALL MEN BY THESE PRESENTS. That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CHRIS ELEY; AMELIA MCSHANE; JASON JENKINS

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

*John E. Rzepinski*

John E. Rzepinski  
Vice President, Treasurer & CFO

*Suzanne M. Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

*Stephen J. Sills*

Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 3<sup>rd</sup> day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 16 day of September, 2018.



*Antonio Celii*

Antonio Celii  
General Counsel, Vice President & Secretary



BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that TDC Lakewood I, LLC a Florida Limited Liability Company, whose address is 6900 Tavistock Boulevard, Suite 200, Orlando, FL 32827 (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: certain Wastewater Improvements (as described below) and certain Potable Water Improvements (as described below) located within that portion of the real property of Green at Lakewood Ranch (A Commercial Subdivision) as is more particularly described below:

1. A portion of wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto (the “**Wastewater Improvements**” – the location of which is indicated on the attached master utility sheet attached hereto as Exhibit A), located within or upon that certain real property owned by the SELLER and described below;

2. A portion of potable water lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, pump stations, facilities, equipment and appurtenances thereto (the “**Potable Water Improvements**” – the location of which is indicated on the attached master utility sheet attached hereto as Exhibit B), located within or upon that certain real property owned by the SELLER and described below;

All of which Wastewater Improvements and Potable Water Improvements are located within a portion of Tract 300 (Monument Drive and Fields Lane), Green at Lakewood Ranch, according to the Plat thereof, as recorded in Plat Book 62, Page 140, Public Records of Manatee County, Florida, as such portion is more particularly depicted in yellow on the attached Exhibit A, attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

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

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

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 10 day of October, 2018.

**WITNESSES:**

TDC Lakewood I, LLC, a Florida Limited Liability Company

Signature: [Signature]  
Print Name: Robyn Noren

BY: [Signature]  
Ralph H. Ireland, Vice President

Signature: [Signature]  
Print Name: Shanira Bertley


Signature: [X]  
Print Name: \_\_\_\_\_

Signature: [X]  
Print Name: \_\_\_\_\_

Attest: [X]

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of October, 2018, by Ralph H. Ireland as Vice President of TDC Lakewood I, LLC, a Florida Limited Liability Company. He is personally known to me or has produced \_\_\_\_\_ as identification.

 ROBYN NOREN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF201861  
Expires 4/5/2019

[Signature]  
Signature of Notary Public

\_\_\_\_\_  
Name Typed, Printed or Stamped

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

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

*WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

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

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

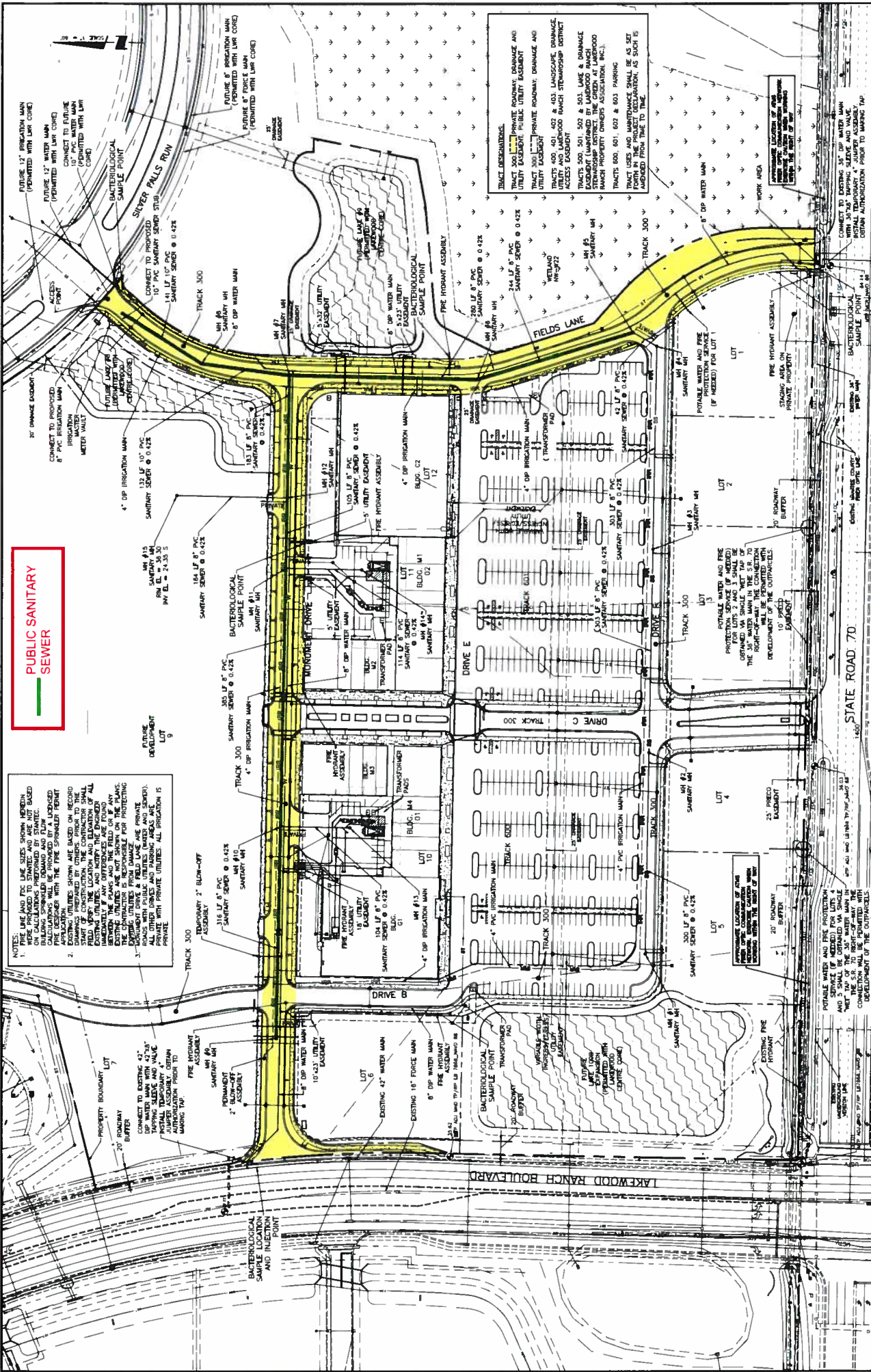
\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

Exhibit "A"

Wastewater Improvements

(see attached 1 page)



**PUBLIC SANITARY SEWER**

**NOTES:**

1. THE LOTS AND THE LINES SHOWN HEREIN ARE BASED ON RECORDS AND CALCULATIONS PREPARED BY STANTEC. CALCULATIONS WILL BE PROVIDED BY A LICENSED PROFESSIONAL ENGINEER WITH THE FIRE SPRINKLER PERMIT.
2. EXISTING UTILITIES SHOWN ARE BASED ON RECORDS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES. IF ANY DIFFERENCES ARE FOUND IMMEDIATELY NOTIFY THE ENGINEER. EXISTING UTILITIES ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES. PRIVATE UTILITIES ARE NOT SHOWN ON THE PLANS. ALL IRRIGATION IS PRIVATE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES. PRIVATE UTILITIES ARE NOT SHOWN ON THE PLANS. ALL IRRIGATION IS PRIVATE.

**TRACT OBSERVATIONS:**

- TRACT 198: PRIVATE SANITARY DRAINAGE AND UTILITY EASEMENT PUBLIC UTILITY EASEMENT
- TRACT 300: PRIVATE SANITARY DRAINAGE AND UTILITY EASEMENT
- TRACTS 400, 401, 402 & 403: LANDSCAPE, DRAINAGE UTILITY AND LANDWOOD RANCH STEWARDSHIP DISTRICT
- TRACTS 500, 501, 502 & 503: LANE & DRAINAGE UTILITY EASEMENT (LANDWOOD RANCH STEWARDSHIP DISTRICT, THE GREEN AT LAKWOOD RANCH PROPERTY OWNERS ASSOCIATION, INC.)
- TRACTS 600, 601, 602 & 603: PARKING
- TRACT USES AND MAINTENANCE SHALL BE AS SET FORTH IN THE TRACT DEEDS. VARIATION AS SUCH IS ALLOWED FROM TIME TO TIME.

CLIENT:		PROJECT:	
TDC LAKEWOOD I, LLC		THE GREENE AT LAKEWOOD RANCH COMMERCIAL - REVISED	
<p><b>Stantec</b>            1100 N. MILITARY AVENUE, SUITE 1000            AUSTIN, TEXAS 78701            TEL: 512.476.1000 FAX: 512.476.1001            WWW.STANTEC.COM</p>			
NO.	DATE	REVISION	BY
1	10/2018	AMENDED	USP/ML
2	11/2018	AMENDED	USP/ML
3	12/2018	AMENDED	USP/ML
4	1/2019	AMENDED	USP/ML
5	1/2019	AMENDED	USP/ML
6	1/2019	AMENDED	USP/ML
7	1/2019	AMENDED	USP/ML
8	1/2019	AMENDED	USP/ML
9	1/2019	AMENDED	USP/ML
10	1/2019	AMENDED	USP/ML
11	1/2019	AMENDED	USP/ML
12	1/2019	AMENDED	USP/ML
13	1/2019	AMENDED	USP/ML
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15	1/2019	AMENDED	USP/ML
16	1/2019	AMENDED	USP/ML
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86	1/2019	AMENDED	USP/ML
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90	1/2019	AMENDED	USP/ML
91	1/2019	AMENDED	USP/ML
92	1/2019	AMENDED	USP/ML
93	1/2019	AMENDED	USP/ML
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95	1/2019	AMENDED	USP/ML
96	1/2019	AMENDED	USP/ML
97	1/2019	AMENDED	USP/ML
98	1/2019	AMENDED	USP/ML
99	1/2019	AMENDED	USP/ML
100	1/2019	AMENDED	USP/ML

EXHIBIT A

Exhibit "B"

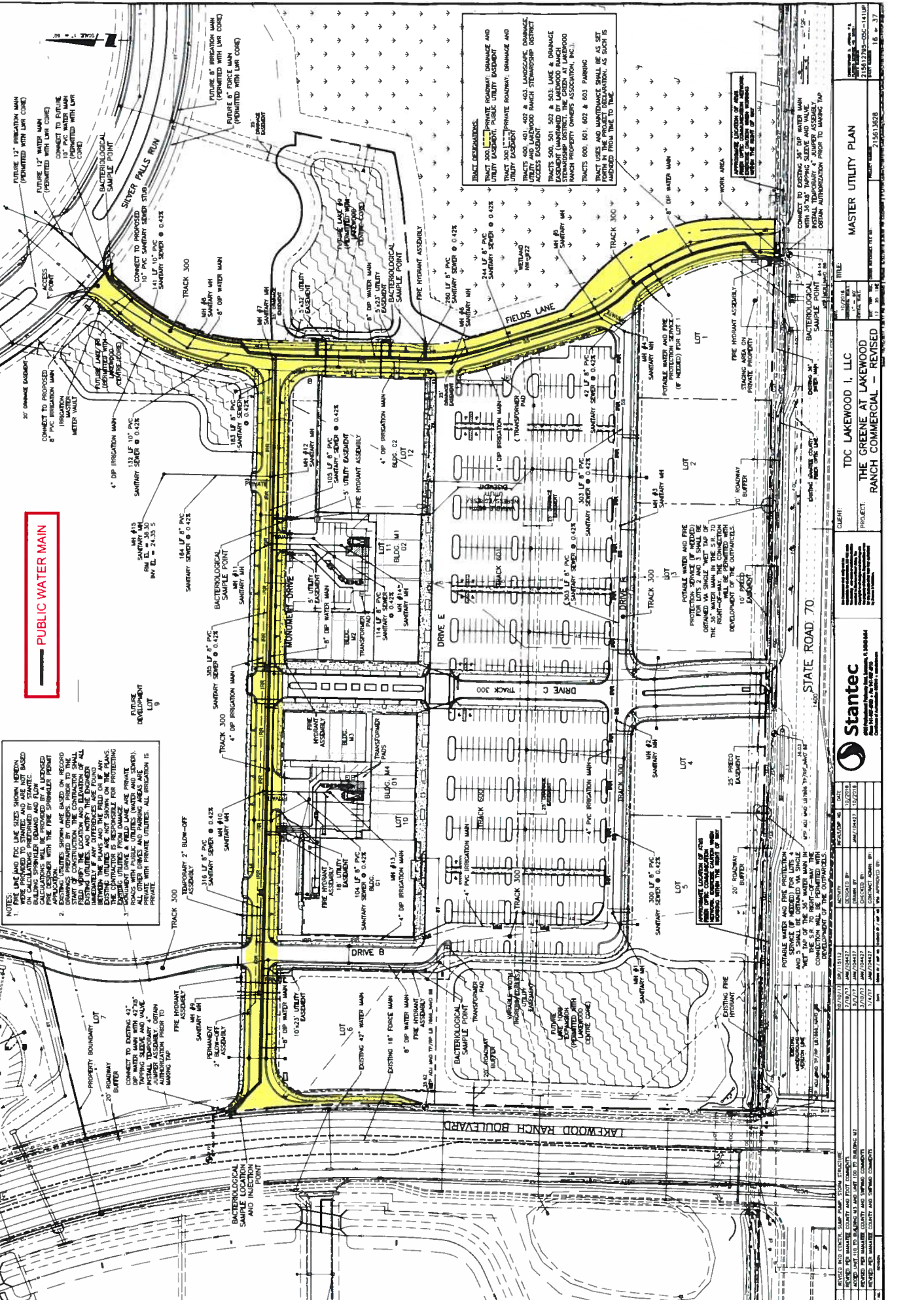
Potable Water Improvements

(see attached 1 page)

**PUBLIC WATER MAIN**

**NOTES:**

- THE 36" P.C. LINES SHOWN HEREIN WERE PREPARED BY STANTEC AND ARE NOT BASED ON CALCULATIONS PERFORMED BY STANTEC. CALCULATIONS WILL BE PROVIDED BY THE CLIENT.
- EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND ELEVATION OF ALL UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR IMMEDIATELY UPON START OF CONSTRUCTION. ANY DIFFERENCES SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL UTILITIES AND FIELD LINES. PRIVATE ROADS WITH PUBLIC UTILITIES (WATER AND SEWER) SHALL BE PROTECTED BY THE CONTRACTOR. PRIVATE ROADS WITH PRIVATE UTILITIES, ALL IRRIGATION IS PRIVATE.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
2	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
3	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
4	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
5	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218

DESIGNED BY	JAM/20427	DATE	07/17/13
CHECKED BY	USZ/218	DATE	07/17/13
IN CHARGE	JAM/20427	DATE	07/17/13
PROJECT NO.	15000004		
CITY	STATE		
COUNTY			
SCALE			
DATE			
BY			
CHKD.			
DATE			

CLIENT	TDC LAKEWOOD I, LLC
PROJECT	THE GREENE AT LAKEWOOD RANCH COMMERCIAL - REVISED
DATE	07/17/13
SCALE	AS SHOWN
BY	JAM/20427
CHKD.	USZ/218
DATE	07/17/13

NO.	DATE	DESCRIPTION	BY	CHKD.
1	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
2	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
3	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
4	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218
5	07/17/13	ISSUED FOR PERMIT	JAM/20427	USZ/218

EXHIBIT B

EXHIBIT A

Location of Wastewater Improvements and Potable Water Improvements

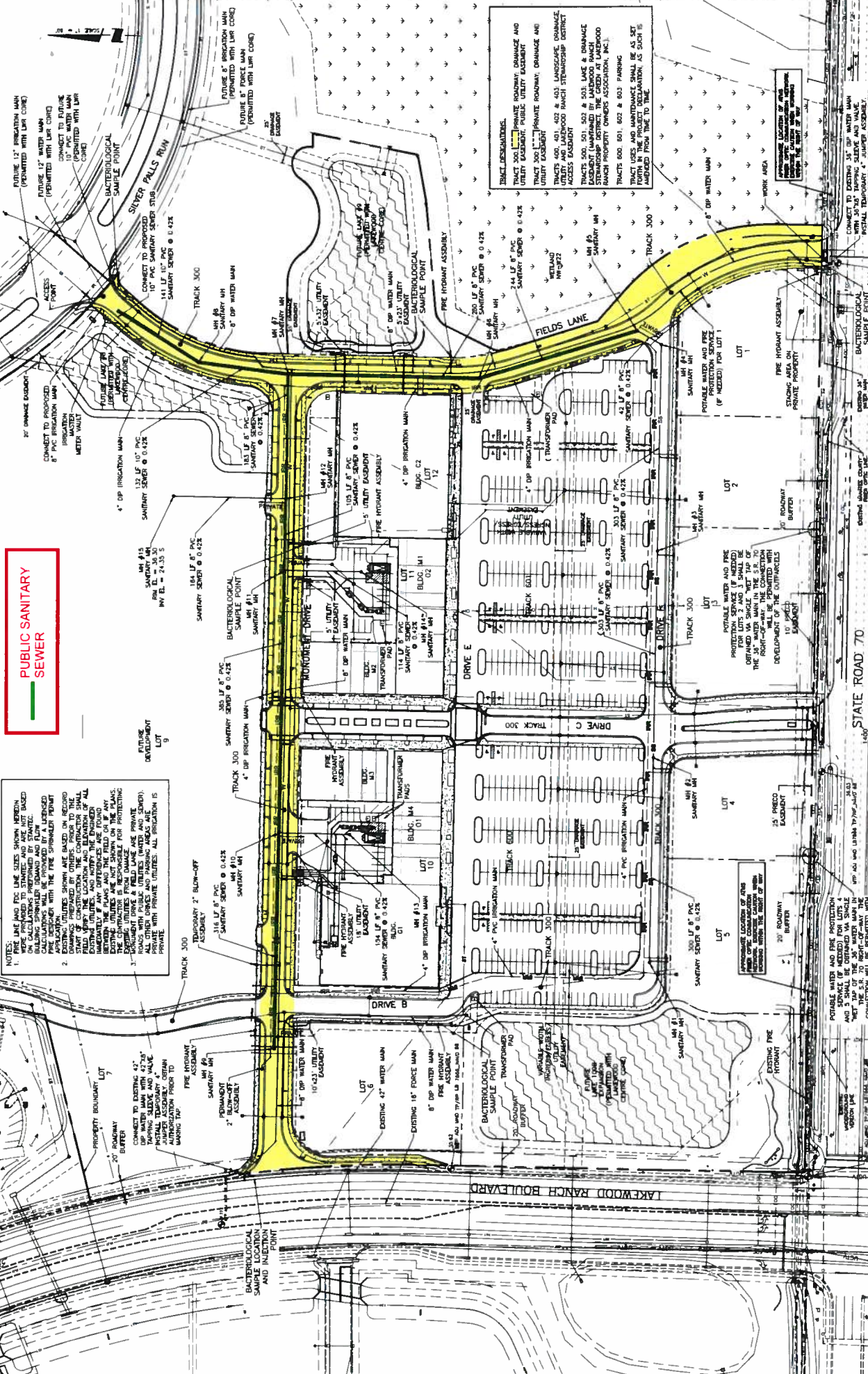
Within a portion of Tract 300

(see attached 2 pages)



NOTES:  
 1. THE 10' AND 12' P.C. LINES SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CALCULATIONS. THE 10' AND 12' P.C. LINES SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CALCULATIONS. THE 10' AND 12' P.C. LINES SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CALCULATIONS. THE 10' AND 12' P.C. LINES SHOWN HEREIN ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CALCULATIONS.

**PUBLIC SANITARY SEWER**



NO.	DATE	DESCRIPTION	BY	CHKD.
1	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
2	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
3	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
4	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
5	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
6	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
7	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
8	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
9	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
10	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
11	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
12	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
13	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
14	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
15	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
16	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
17	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
18	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
19	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW
20	01/11/2011	ISSUED FOR PERMITS	JM/STW	STW

**MASTER UTILITY PLAN**  
 TDC LAKEWOOD I, LLC  
 THE GREENE AT LAKEWOOD RANCH COMMERCIAL - REVISED

CLIENT: TDC LAKEWOOD I, LLC  
 PROJECT: THE GREENE AT LAKEWOOD RANCH COMMERCIAL - REVISED  
 SHEET NO. 18 OF 37

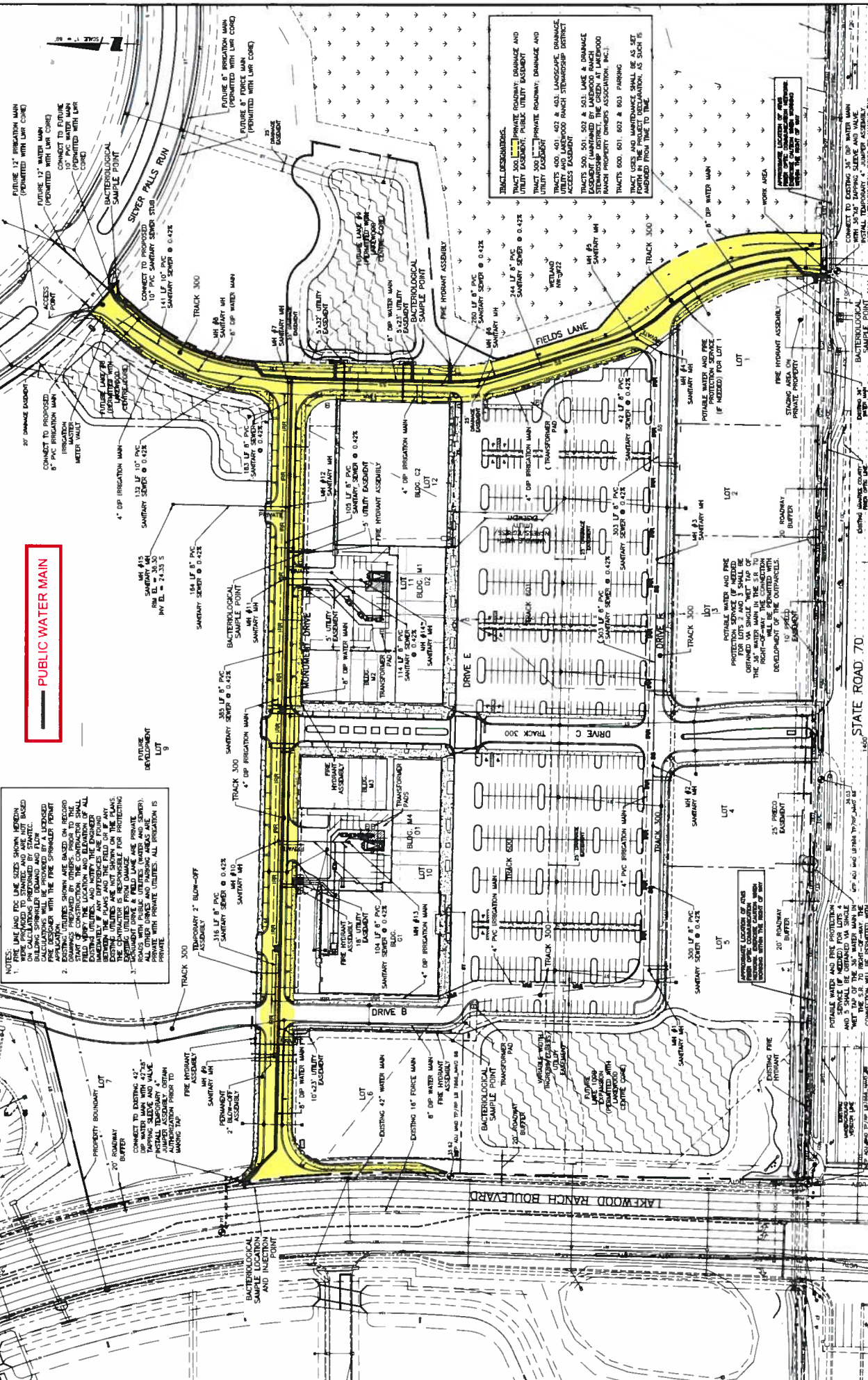
DATE: 01/11/2011  
 DRAWN BY: JM/STW  
 CHECKED BY: STW  
 SCALE: AS SHOWN

PROJECT: THE GREENE AT LAKEWOOD RANCH COMMERCIAL - REVISED  
 SHEET NO. 18 OF 37

STANTEC  
 1500 WEST 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8800  
 FAX: 303.733.8801  
 WWW.STANTEC.COM

**PUBLIC WATER MAIN**

NOTES:  
 1. THE 10" PVC LANE SIZES SHOWN HEREIN WERE PROVIDED TO STARTER, AND ARE NOT BASED ON CALCULATIONS PERFORMED BY STARTER. CALCULATIONS WILL BE PROVIDED BY A LICENSED APPLICATION ENGINEER WITH THE FIRE SPRINKLER PERMIT APPLICATION.  
 2. EXISTING UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. ANY UNEXPECTED UTILITIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES NOT SHOWN ON THE PLANS.  
 3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF LAKESWOOD AND THE STATE OF COLORADO. ALL UTILITIES ARE PRIVATE UNLESS OTHERWISE NOTED.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/10/17	ISSUED FOR PERMIT	JM/LSH	JM/LSH
2	11/21/18	REVISED PER PERMIT	JM/LSH	JM/LSH
3	12/13/18	REVISED PER PERMIT	JM/LSH	JM/LSH
4	1/17/19	REVISED PER PERMIT	JM/LSH	JM/LSH
5	1/24/19	REVISED PER PERMIT	JM/LSH	JM/LSH
6	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
7	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
8	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
9	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
10	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
11	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
12	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
13	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
14	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
15	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
16	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
17	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
18	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
19	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH
20	2/1/19	REVISED PER PERMIT	JM/LSH	JM/LSH

**Stantec**  
 1000 14th Street, Suite 1000  
 Lakewood, CO 80226  
 Phone: 303.440.1000  
 Fax: 303.440.1001  
 Email: info@stantec.com

**TDC LAKEWOOD I, LLC**  
 THE GREENE AT LAKEWOOD  
 RANCH COMMERCIAL - REVISED

**MASTER UTILITY PLAN**

DATE: 10/10/17  
 SCALE: AS SHOWN  
 SHEET NO. 18 OF 37