

MEMORANDUM

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: **MALLORY PARK, PHASE I, SUBPH D & PHASE II SUBPH A
PHASE II, SUBPHASE A ONLY
PDMU-06-30/17-S-39 (F)
RELEASE PORTION OF PERFORMANCE AGREEMENT
RELEASE SURETY BOND
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE**

On February 13, 2018, the Board of County Commissioners accepted the *Agreement for Private Subdivision with Public Improvements* for Phase II, Subphase A, securing water and wastewater 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 portion of the Agreement.

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

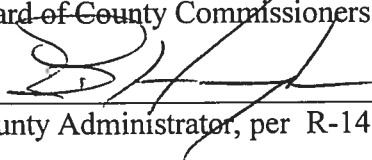
Public Works Department
Fiscal Division
1023 26th Avenue East, Bradenton, FL 34208
Phone number: (941) 708-7450

- **Surety Bond** No. 59BSBHT8051 issued through Hartford Fire Insurance;
- **Amount** of Performance Bond \$305,282.00;
- **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 February 13, 2018 for Phase II, Subphase A only, securing water and sanitary sewer improvements;
- **Surety Bond No.** 268011522 issued through Liberty Mutual Insurance Company;
- **Amount** of Defect Security \$23,483.20;
- **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
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

Mallory Park, Ph I, Subph D & Ph II, Subph A –
Private Residential Project w/Public Improvement
Water, Wastewater
DEFECT (Phase I, Subph D) – Water, Sewer
DEFECT (Phase II, Subph A) – Water, Sewer

EXHIBIT “B-1”
IMPROVEMENTS

	Improvement	Estimated Cost
	<u>Phase I, Subphase D</u>	
1	Water, Wastewater	<u>\$402,320.00</u>
	<u>Phase II, Subphase A</u>	
2	Water, Wastewater	<u>\$305,282.00</u>
	<u>DEFECT (Phase I, Subphase D)</u>	
3	Water, Sewer	<u>\$30,947.70</u>
	<u>DEFECT (Phase II, Subphase A)</u>	
4	Water, Sewer	<u>\$23,483.20</u>



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

November 13, 2017

Stantec Consulting Services Inc.
Attn: Mr. Kristopher A. Wilhoit, P.E.
6900 Professional Pkwy East
Sarasota, FL 34240

(Kris.Wilhoit@stantec.com)

RE: **MALLORY PARK, PHASE I, SUBPHASE D AND PHASE II, SUBPHASE A –
(Private Subdivision)**
((PDMU-06-30/17-S-39(F)) (DTS #20170449) (MEPS-303)
Mallory Park, Phase II, Subphase A – Defect Security Cost Estimate
Required Public Improvements
Reason – (Water, Sewer)

Dear Mr. Wilhoit:

Your cost estimate for the above referenced bond, dated **October 19, 2017**, 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 **\$23,483.20** 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.
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



**Construction Cost
Mallory Park Phase 2, Subphase A
Water & Sewer
for Defect Security Bond**

Site Development Cost Breakdown Summary

Water	\$103,905.00
Sewer	\$130,927.00
Total Cost Opinion	\$234,832.00
Total x 10%	\$23,483.20

Certificate of Cost

I, Kristopher A. Wilhoit, P.E., hereby submit that my opinion of cost for the improvements itemized herein is Two Hundred Thirty Four Thousand Eight Hundred Thirty Two Dollars and No Cents (\$234,832.00).

Furthermore, as required by Manatee County Land Development Code Section 722.3.4.2., 10% of this amount, specifically, Twenty Three Thousand Four Hundred Eighty Three Dollars and Twenty Cents (\$23,483.20), is the required amount of the defect security.

Signed and sealed on this 19th day of October, 2017

Signed:



Kristopher A. Wilhoit, P.E.
Florida Registered Engineer No. 59549



**Construction Cost
Mallory Park Phase 2, Subphase A
for Defect Security Bond**

Water

<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit-Price</u>	<u>Total</u>
8" DIP Watermain	<u>105</u>	LF	<u>\$35.00</u>	\$3,675.00
8" PVC Watermain	<u>940</u>	LF	<u>\$26.00</u>	\$24,440.00
6" DIP Watermain	<u>80</u>	LF	<u>\$27.00</u>	\$2,160.00
6" PVC Watermain	<u>405</u>	LF	<u>\$16.00</u>	\$6,480.00
4" DIP Watermain	<u>20</u>	LF	<u>\$25.00</u>	\$500.00
4" PVC Watermain	<u>110</u>	LF	<u>\$12.00</u>	\$1,320.00
2" HDPE Watermain	<u>196</u>	LF	<u>\$8.00</u>	\$1,568.00
8" Gate Valve with Box	<u>5</u>	EA	<u>\$1,750.00</u>	\$8,750.00
6" Gate Valve with Box	<u>1</u>	EA	<u>\$1,232.00</u>	\$1,232.00
Fire Hydrant Complete	<u>2</u>	EA	<u>\$6,200.00</u>	\$12,400.00
Single Water Service Long	<u>3</u>	EA	<u>\$880.00</u>	\$2,640.00
Single Water Service Short	<u>7</u>	EA	<u>\$765.00</u>	\$5,355.00
Double Water Service Long	<u>5</u>	EA	<u>\$1,450.00</u>	\$7,250.00
Double Water Service Short	<u>10</u>	EA	<u>\$1,315.00</u>	\$13,150.00
2" Blow off	<u>1</u>	EA	<u>\$1,100.00</u>	\$1,100.00
Connect to Existing Watermain	<u>2</u>	EA	<u>\$3,950.00</u>	\$7,900.00
2" Temporary Blow off	<u>1</u>	EA	<u>\$2,500.00</u>	\$2,500.00
Watermain Testing	<u>1</u>	LS	<u>\$1,485.00</u>	\$1,485.00

TOTAL WATER = \$103,905.00



**Construction Cost
Mallory Park Phase 2, Subphase A
for Defect Security Bond**

Sewer

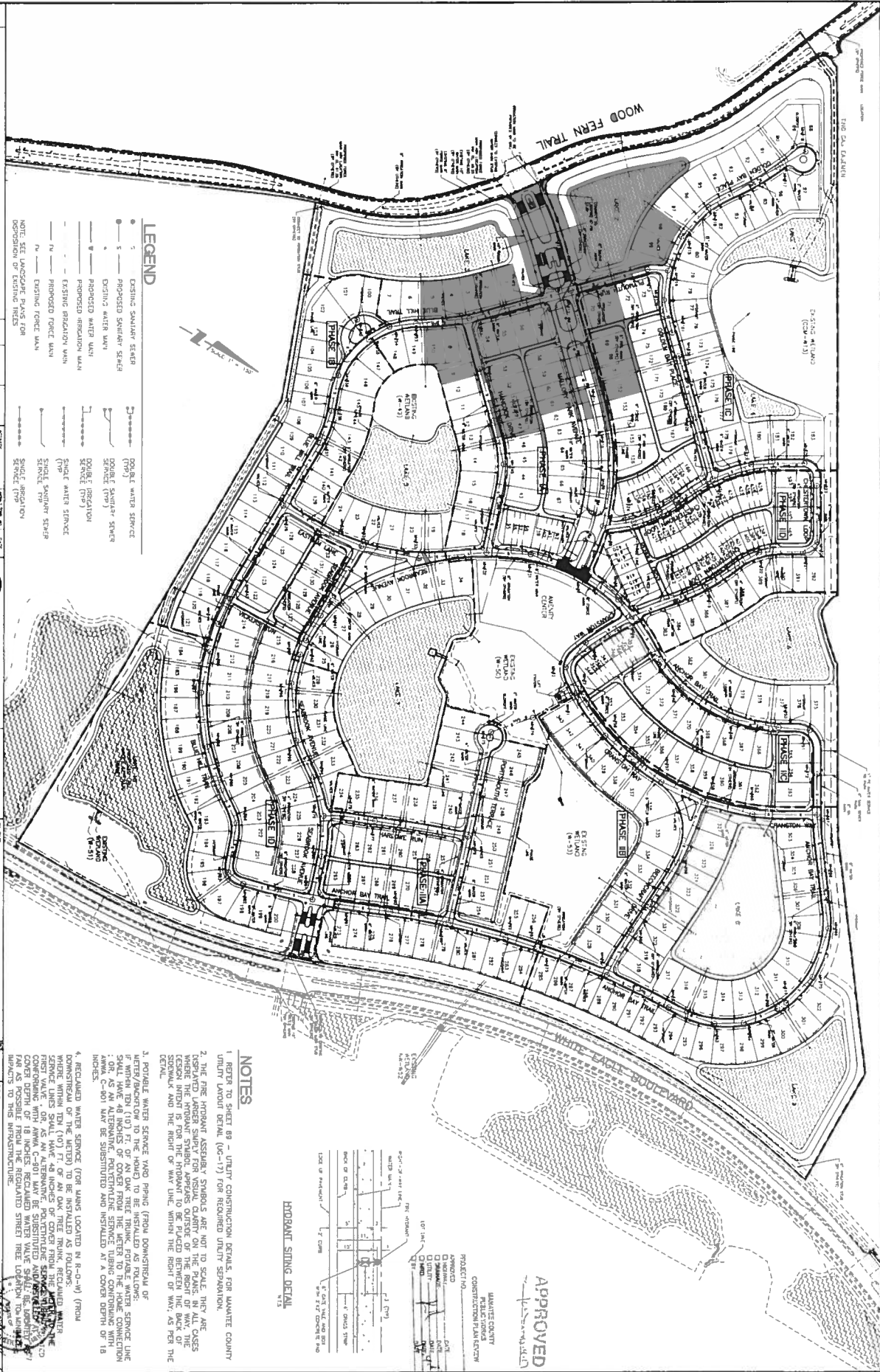
<u>Item Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit-Price</u>	<u>Total</u>
8" PVC Sanitary Sewer 0-6'	<u>118</u>	LF	<u>\$20.00</u>	\$2,360.00
8" PVC Sanitary Sewer 6-8'	<u>612</u>	LF	<u>\$24.00</u>	\$14,688.00
8" PVC Sanitary Sewer 8-10'	<u>328</u>	LF	<u>\$28.00</u>	\$9,184.00
8" PVC Sanitary Sewer 10-12'	<u>125</u>	LF	<u>\$32.00</u>	\$4,000.00
8" PVC Sanitary Sewer 12-14'	<u>350</u>	LF	<u>\$35.00</u>	\$12,250.00
8" PVC Sanitary Sewer 14-16'	<u>400</u>	LF	<u>\$45.00</u>	\$18,000.00
Sanitary Sewer Manholes 6-8'	<u>4</u>	EA	<u>\$3,325.00</u>	\$13,300.00
Sanitary Sewer Manholes 6-8' Lined	<u>1</u>	EA	<u>\$11,637.00</u>	\$11,637.00
Sanitary Sewer Manholes 10-12'	<u>1</u>	EA	<u>\$4,210.00</u>	\$4,210.00
Sanitary Sewer Manholes 12-14' (Drop & Lined)	<u>1</u>	EA	<u>\$15,613.00</u>	\$15,613.00
Single Sewer Service	<u>17</u>	Eu	<u>\$670.00</u>	\$11,390.00
Double Sewer Service	<u>13</u>	EA	<u>\$765.00</u>	\$9,945.00
Gravity Sewer Testing	<u>1</u>	LS	<u>\$4,350.00</u>	\$4,350.00
TOTAL SEWER =				\$130,927.00

Mallory Park, Ph I, Subph D & Ph II, Subph A –
Private Residential Project w/Public Improvement
Water, Wastewater
DEFECT (Phase I, Subph D) – Water, Sewer
DEFECT (Phase II, Subph A) – Water, 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



LEGEND

EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER	EXISTING WATER MAIN	PROPOSED WATER MAIN	EXISTING STORM SEWER	PROPOSED STORM SEWER	EXISTING GAS SERVICE	PROPOSED GAS SERVICE
EXISTING WATER MAIN	PROPOSED WATER MAIN	EXISTING STORM SEWER	PROPOSED STORM SEWER	EXISTING GAS SERVICE	PROPOSED GAS SERVICE	EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER
EXISTING STORM SEWER	PROPOSED STORM SEWER	EXISTING GAS SERVICE	PROPOSED GAS SERVICE	EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER	EXISTING WATER MAIN	PROPOSED WATER MAIN
EXISTING SANITARY SEWER	PROPOSED SANITARY SEWER	EXISTING WATER MAIN	PROPOSED WATER MAIN	EXISTING STORM SEWER	PROPOSED STORM SEWER	EXISTING GAS SERVICE	PROPOSED GAS SERVICE

NOTE: SEE LANDSCAPE PLANS FOR DEPOSITION OF EXISTING TREES.

DATE: 11/17/2011	BY: [Signature]	SCALE: AS SHOWN
DATE: 11/17/2011	BY: [Signature]	SCALE: AS SHOWN
DATE: 11/17/2011	BY: [Signature]	SCALE: AS SHOWN



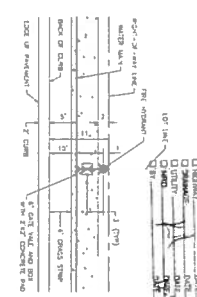
DVOSTIA HOMES
MALLORY PARK

MASTER UTILITY PLAN

NOTES

1. REFER TO SHEET 89 - UTILITY CONSTRUCTION DETAILS, FROM MARICOPA COUNTY UTILITY DETAIL BOOK (06-17) FOR REQUIRED UTILITY SPECIFICATIONS.
2. THE FIRE HYDRANT ASSEMBLY STANDARDS ARE NOT TO SCALE. THEY ARE SHOWN WHERE THE HYDRANT STAND ASSEMBLY OUTSIDE OF THE RIGHT OF WAY. THE LOCATION INTENT IS FOR THE HYDRANT TO BE PLACED BETWEEN THE BACK OF SERVICE AND THE RIGHT OF WAY LINE, WITHIN THE RIGHT OF WAY, AS PER THE DETAIL.
3. PORTABLE WATER SERVICE VALVE (FROM DOWNSTREAM OF SERVICE LINE) SHALL BE INSTALLED AS FOLLOWS:
 - A. PORTABLE WATER SERVICE VALVE SHALL BE INSTALLED WITHIN 10' OF AN OAK TREE TRUNK, PROVIDED WATER SERVICE LINES SHALL HAVE 48 INCHES OF COVER FROM THE BOTTOM OF THE TRUNK TO THE VALVE.
 - B. PORTABLE WATER SERVICE VALVE SHALL BE INSTALLED WITHIN 10' TO 15' COVER DEPTH OF 18 INCHES RECLAIMED WATER VALVE SHALL BE INSTALLED WITHIN 10' TO 15' COVER DEPTH OF 18 INCHES RECLAIMED WATER VALVE SHALL BE INSTALLED WITHIN 10' TO 15' COVER DEPTH OF 18 INCHES.
4. RECLAIMED WATER SERVICE (FROM MAIN) LOCATED IN A-2-A) (FROM DOWNSTREAM OF THE MAIN) TO BE INSTALLED AS FOLLOWS:
 - A. RECLAIMED WATER SERVICE SHALL BE INSTALLED WITHIN 10' OF AN OAK TREE TRUNK, PROVIDED WATER SERVICE LINES SHALL HAVE 48 INCHES OF COVER FROM THE BOTTOM OF THE TRUNK TO THE VALVE.
 - B. RECLAIMED WATER SERVICE SHALL BE INSTALLED WITHIN 10' TO 15' COVER DEPTH OF 18 INCHES RECLAIMED WATER VALVE SHALL BE INSTALLED WITHIN 10' TO 15' COVER DEPTH OF 18 INCHES.

PORTANT SINK DETAIL



APPROVED

REGISTERED PROFESSIONAL ENGINEER
STATE OF ARIZONA
PROJECT NO. 1110000171
CONSTRUCTION PLAN REVIEW

PROJECT NO.	1110000171	DATE	11/17/2011
PROJECT NAME	DVOSTIA HOMES, MALLORY PARK	SCALE	AS SHOWN
CLIENT	STANTER	BY	[Signature]
DESIGNER	STANTER	CHECKED	[Signature]
DATE	11/17/2011	SCALE	AS SHOWN

Mallory Park, Ph I, Subph D & Ph II, Subph A –
Private Residential Project w/Public Improvement
Water, Wastewater
DEFECT (Phase I, Subph D) – Water, Sewer
DEFECT (Phase II, Subph A) – Water, Sewer

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
	<u>Phase I, Subphase D</u>	
1	Surety Bond No. 59BSBHT8056 Issued through Hartford Fire Insurance Company	<u>\$402,320.00</u>
	<u>Phase II, Subphase A</u>	
2	Surety Bond No. 59BSBHT8051 Issued through Berkshire Hathaway Specialty Ins Co.	<u>\$305,282.00</u>
	<u>DEFECT (Phase I, Subphase D)</u>	
3	Surety Bond No. 30037868 Issued through The Continental Insurance Company	<u>\$30,947.70</u>
	<u>DEFECT (Phase II, Subphase A)</u>	
4	Surety Bond No. 268011522 Issued through Liberty Mutual Insurance Company	<u>\$23,483.20</u>

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

BOND NO. 268011522

PROJECT NAME: Mallory Park, Phase I, Subphase

KNOW ALL MEN BY THESE PRESENT:

D and Phase II, Subphase A-
Phase II Subphase A Only -
Water and Sanitary Sewer
Defects

That the Developer, DiVosta Homes, LP as Principal,
and Liberty Mutual Insurance Company, a Surety Company, duly
authorized to transact business in the State of Florida, are held and firmly bound unto the County of
Manatee, State of Florida, as Obligee, in the sum of \$23,483.20 (Numbers)
twenty three thousand four hundred eighty three 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" dated February 13, 2018
and recorded in O.R. Book 2714, Page 3122, 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

Mallory Park, Phase I, Subphase D and Phase II, Subphase A - Phase II Subphase A
FOR: Only - Water and Sanitary Sever Defects
(Name of Project)

BOND NO. 268011522

SIGNED AND SEALED this 27th day of June, 2018

Liberty Mutual Insurance Company
Surety Company Name
By: [Signature]
Signature - As its Agent
Gregory S. Rives, Attorney-in-Fact
Print Name & Title
2815 Forbs Ave., Suite 102
Address
Hoffman Estates IL 60192
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Signature
J. Nicholas Sarris
Print Name

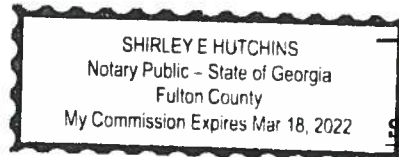
[Signature]
Signature
Jean Marusak
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 27th day of June, 2018, by Gregory S. Rives as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced KNOWN PERSON (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Shirley E. Hutchins
Print Name of Notary

Commission No. n/a My Commission Expires: March 18, 2022

DEVELOPER SIGNATURE FORM

Mallory Park, Phase I, Subphase D and Phase II, Subphase A - Phase II Subphase A Only - Water and Sanitary FOR: Sewer Defects BOND NO. 268011522

SIGNED AND SEALED this 27th day of June, 2018 WITNESSES OR CORPORATE SEAL:

Witness J. Nichlas Sarris Type or Print Name Jean Marusak Type or Print Name

DiVosta Homes, LP Developer BY: D. Bryce Langen Signature VP & Treasurer 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 27th day of June, 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 PERSON (Type of Identification) as identification.

NOTARY SEAL:



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

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of June, 2018.

MANATEE COUNTY

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



Marianne Lopata Notary Public Marianne Lopata Print Name of Notary

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7917504

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of October, 2017.



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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of June, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Divosta Homes, L.P., a Delaware limited partnership, whose address is 24311 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, from Manatee County, Florida, a political subdivision of the State of Florida, whose address is Post Office Box 1000, Bradenton, Florida 34206 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following: Mallory Park, Phase II, Subphase A.

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" and as further illustrated in Exhibit "B", attached hereto and made a part hereof, situate, lying and being in the County of Manatee, State of Florida.

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

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

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 14th day of June, 2018.

WITNESSES:

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

Signature: [Signature]
Print Name: Felipe Gonzalez

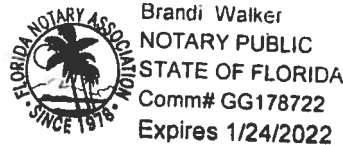
By: DiVosta Homes Holdings, LLC, a Delaware limited liability company, its general partner

Signature: [Signature]
Print Name: WALTER GRASSMAN

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

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 14th day of June 2018, by Michael Woolery, as Vice President of Land Acquisitions, Southwest Florida Division, respectively, of Divosta Homes Holdings, LLC, a Delaware limited liability company, as the General Partner of Divosta Homes, L.P., a Delaware limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public

Brandi Walker
Name Typed, Printed or Stamped

Commission No.: GG178722

My Commission Expires: 1/24/2022

WHEREFORE, the County and Developer have executed this Bill of Sale as of this _____ day of _____, 20_____.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 27 day of November, 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

[Signature]

Printed Name

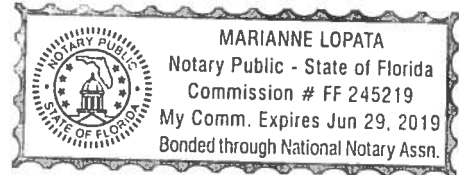


Exhibit "A"

Legal Description

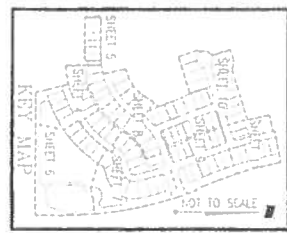
Tract 305, 307 and public utility easements within Mallory Park, Phase II, Subphase A, according to the plat thereof recorded in Plat Book 62, Page 188 through 198, in the Public records of Manatee County, Florida.

Exhibit "B"

Pages from Mallory Park, Phase I, Subphase D, and Phase II, Subphase A
Recorded in Plat Book 62, Page 188 through 198, in the Public records of Manatee
County, Florida.

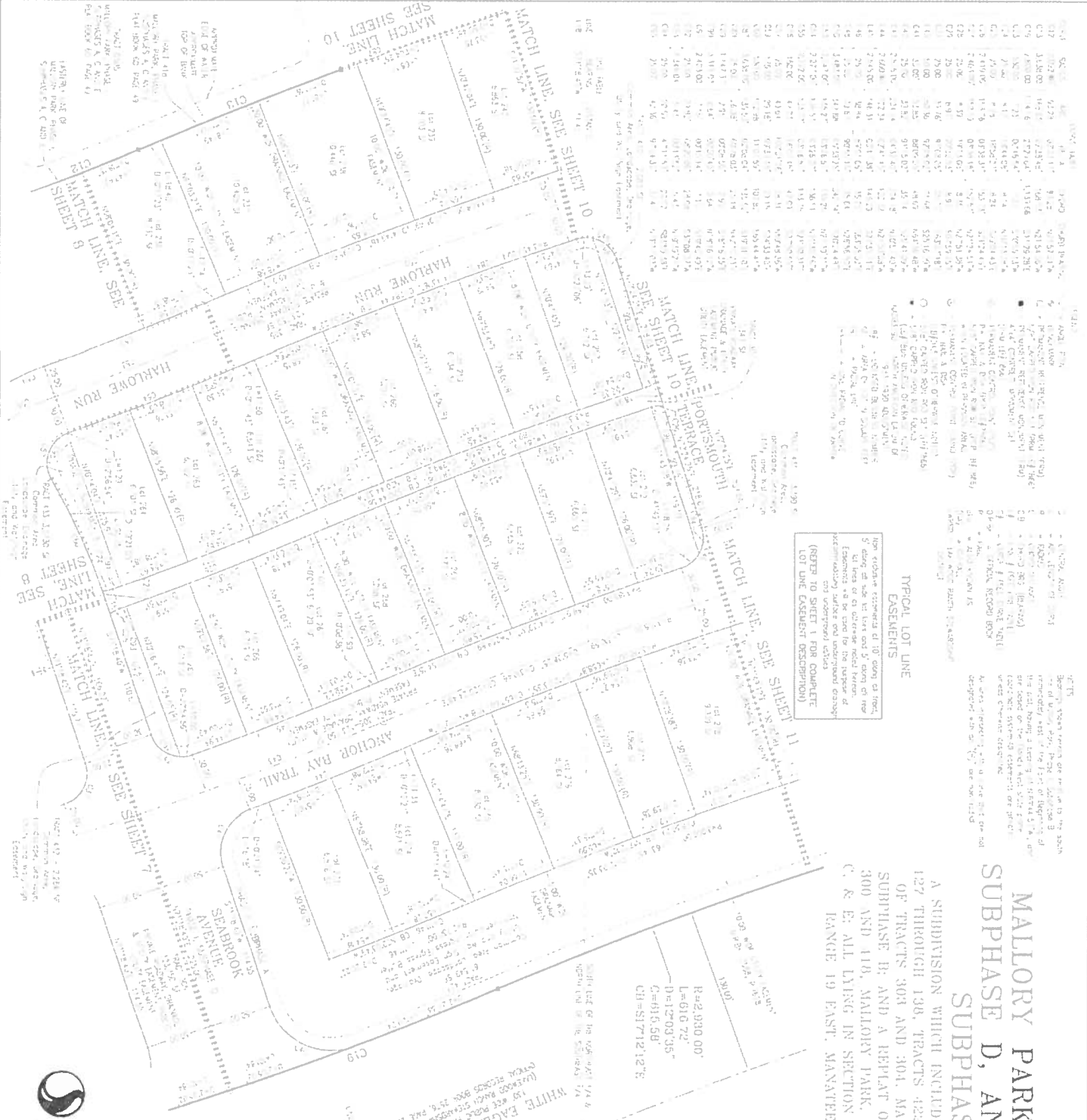
MALLORY PARK, PHASE I, SUBPHASE D, AND PHASE II, SUBPHASE A

A SUBDIVISION WHICH INCLUDES: A REPLAT OF LOTS 127 THROUGH 138, TRACTS 422 & 424, AND PORTIONS OF TRACTS 303 AND 304, MALLORY PARK, PHASE I, SUBPHASE B; AND A REPLAT OF PORTIONS OF TRACTS 300 AND 419, MALLORY PARK, PHASE I, SUBPHASES A, C, & E; ALL LYING IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



R=42 930.00'
L=616.72'
D=12703.35'
C=616.58'
CH=517121273'

WHITE EAGLE BOULEVARD
(LATERAL RIGHT-OF-WAY 25'-0" PAR. 1156)
150' WIDE PUBLIC ROAD OF MANATEE COUNTY



TYPICAL LOT LINE CASEMENTS

Non-voided easements of 10' along all front, side and rear lot lines of all lots shall be reserved for utility purposes. All easements shall be used for the purpose of accommodating surface and underground drainage on underground utilities.

- 1. ALL LOTS SHALL BE CONVEYED TO THE BUYER WITH THE FOLLOWING CASEMENTS:
- 2. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 3. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 4. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 5. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 6. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 7. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 8. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 9. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.
- 10. A 10' WIDE EASEMENT FOR UTILITY PURPOSES SHALL BE RESERVED ALONG ALL LOT LINES.

ANCHOR BAY TRAIL
HAWLOWE RUN
KOOKOON AVENUE



Stantec
150 West Park Avenue
Suite 200
Tampa, FL 33609
Phone: 813.251.1100
Fax: 813.251.1101
www.stantec.com



TRACT NO.	AREA (SQ. FT.)	AREA (ACRES)	DATE
101	10,100	0.231	11/15/11
102	10,100	0.231	11/15/11
103	10,100	0.231	11/15/11
104	10,100	0.231	11/15/11
105	10,100	0.231	11/15/11
106	10,100	0.231	11/15/11
107	10,100	0.231	11/15/11
108	10,100	0.231	11/15/11
109	10,100	0.231	11/15/11
110	10,100	0.231	11/15/11
111	10,100	0.231	11/15/11
112	10,100	0.231	11/15/11
113	10,100	0.231	11/15/11
114	10,100	0.231	11/15/11
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120	10,100	0.231	11/15/11
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124	10,100	0.231	11/15/11
125	10,100	0.231	11/15/11
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127	10,100	0.231	11/15/11
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142	10,100	0.231	11/15/11
143	10,100	0.231	11/15/11
144	10,100	0.231	11/15/11
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146	10,100	0.231	11/15/11
147	10,100	0.231	11/15/11
148	10,100	0.231	11/15/11
149	10,100	0.231	11/15/11
150	10,100	0.231	11/15/11

MALLORY PARK, PHASE I, SUBPHASE D, AND PHASE II, SUBPHASE A

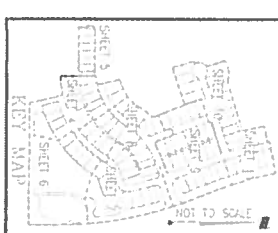
A SUBDIVISION WHICH INCLUDES: A REPLAT OF LOTS 127 THROUGH 130, TRACTS 422 & 423, AND PORTIONS OF TRACTS 303 AND 304, MALLORY PARK, PHASE I, SUBPHASE B; AND A REPLAT OF PORTIONS OF TRACTS 300 AND 418, MALLORY PARK, PHASE I, SUBPHASES A, C, & E; ALL LYING IN SECTION 5, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA



WHITE EAGLE BOULEVARD
150' WIDE PUBLIC PORT-OF-ENTRY
(M/2000) MATCH STEWARTS EASEMENT
CIRCL. RECORDS BOOK 2518, PAGE 1250
R=2,030.00', L=616.72', D=12'03.95"
C=0.015 SR, CH=517'12.12"E

FILED AND RECORDED
21/5/18 @ 4:26 PM
ANGELINA COLQUHOUN
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FL

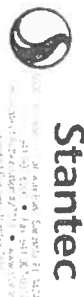
NOTICE: This plat is subject to the state's public utility easement laws. The utility easement is shown on this plat as a shaded area. The utility easement is not to be used for any other purpose. All easements are shown in accordance with the laws of the state of Florida.



- LEGEND
- 1 - ASH TRAIL
 - 2 - ASPHALT DRIVE
 - 3 - CONCRETE DRIVE
 - 4 - CONCRETE DRIVE
 - 5 - CONCRETE DRIVE
 - 6 - CONCRETE DRIVE
 - 7 - CONCRETE DRIVE
 - 8 - CONCRETE DRIVE
 - 9 - CONCRETE DRIVE
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 - 99 - CONCRETE DRIVE
 - 100 - CONCRETE DRIVE

TYPICAL LOT LINE
EASEMENTS

Non-adjacent easements of 10' along all front, side and rear lot lines and 5' along all rear lot lines of all concrete road front and rear easements shall be used for the purpose of accommodating service and underground drainage (REFER TO SHEET 10 FOR COMPLETE LOT LINE EASEMENT DESCRIPTION)



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