

MEMORANDUM

ACCEPTED in Open Session
3/23/2021
Manatee County Board of County
Commissioners



To: Karen Stewart
Acting County Administrator

Thru: Chad Butzow, Director
Public Works Department

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

Date: March 09, 2021

Subject: **TALLEVAST COMMERCE CENTER
PLN1805-0046
ACCEPT AGREEMENT FOR DEFECT SECURITY
ACCEPT SURETY BOND
ACCEPT PERFORMANCE FINAL LIFT OF ASPHALT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE**

The Developer, Swift Holdings LLC, is requesting that Manatee County accept, for County maintenance, streets, storm water, sanitary sewer and water distribution improvements associated with this project. The developer has provided the *Agreement for Public Improvements* which warranties these improvements for three (3) years from County Administrator acceptance. The developer has provided all necessary documentation; and completed and passed all inspections for those required public improvements for acceptance by Manatee County. The Developer is also requesting Manatee County to the Agreement for Private Improvements to include the final lift of asphalt, which will be privately maintained and was not completed at the time of acceptance of the defect security. 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:

- **Accept and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Public Improvements* securing streets, storm water, sanitary sewer and water distribution improvements;
- **Surety Bond No. K40575492** issued through Federal Insurance Company;
- **Amount** of Defect Security \$133,419.45;
- **Accept, and Execute Surety Bond** securing of the *Private Improvements*, securing final lift of asphalt improvements
- **Surety Bond No. K40575534** issued through Federal Insurance Company;

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

JAMES
SATCER
District 1

REGGIE
BELLAMY
District 2

KEVIN
VAN OSTENBRIDGE
District 3

MISTY
SERVIA
District 4

VANESSA
BAUGH
District 5

CAROL
WHITMORE
At Large

GEORGE W.
KRUSE
At Large

- **Amount of Performance Security \$71,680.44;**
- **Accept and Execute Bill of Sale.**

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

By: _____
Acting County Administrator, per R-14-86

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements
1) Streets, Stormwater, Sanitary Sewer, Water Distribution
2) Final Lift of Asphalt

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR DEVELOPMENT (NON-SUBDIVISION)
TALLEVAST COMMERCE CENTER**

This Agreement is entered into as of _____, 20_____, (LEAVE BLANK Manatee County approval date) by and between Manatee County, Florida, a political subdivision of the State of Florida (hereinafter, the “County”), and Swift Holdings, LLC, a Limited Liability Company (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to develop the Property as a **Commercial** project that does not require a subdivision plat, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a final site plan or construction plan identified as **Tallevast Commerce Center/PLN1805-0046**;

WHEREAS, the Property is substantially undeveloped at the present time and will require planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B” attached hereto and incorporated herein by this reference (hereinafter, the “Improvements”); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements
1) Streets, Stormwater, Sanitary Sewer, Water Distribution
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County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with the Comprehensive Plan and Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 910 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I

INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1805-0046 (hereinafter, the “Development Order”), this Agreement and the Code. For any Improvements located in public right-of-way or easements, Developer shall be solely responsible for obtaining the necessary right-of-way use permit or other applicable permit in order to install such Improvements.

1.2 Right to Obtain Building Permits. This Agreement shall give the Developer the right to obtain building permits (subject to compliance with the Comprehensive Plan, Code, and Florida Building Code) the subject property prior to the completion of the Improvements provided that such development is in accordance with any additional conditions or stipulations imposed upon

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the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property, and such assessment shall constitute a lien thereon until paid, which lien shall be

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superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Required Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 910 of the Code (hereinafter, individually a “Defect Security”, and collectively the “Defect Securities”). Should the Developer fail or refuse to correct any defect in any installed Improvement, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County

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taxes. The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to correct defects in any Improvements located on in the Project.

1.6 Right to Withhold Approvals. Failure of the Developer to install, or correct defects in, required Improvements shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of Manatee County, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the use, construction, or maintenance of the Improvements.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the

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grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential unit contained within the Project to a residential homeowner, such residential unit shall be automatically released from the obligations set forth in this agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be constructed as affecting the County's right to report to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 910, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw

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upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 910 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 910 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida

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law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

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4.7 Severability. The provisions of this Agreement are declared by the parties to be severable.

4.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 Full Agreement. This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements

1) Streets, Stormwater, Sanitary Sewer, Water Distribution

2) Final Lift of Asphalt

If to County: Manatee County Engineer
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer: SWIFT HOLDINGS, LLC
2221 BTH ST.
SARASOTA, FL 34237
ATTN: JASON SWIFT
Facsimile: (000)000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements
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WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

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

By: Board of County Commissioners

By: Karen Stewart
Acting County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of physical presence or online notarization this 25 day of February 2021 by Karen Stewart (Acting County Administrator), on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.

[Signature]
Notary Public Signature
Vida Gordon
Printed Name


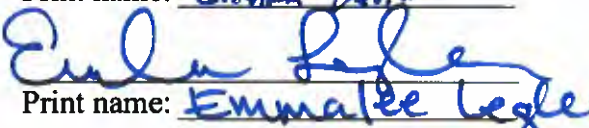
[Notary Seal/Stamp]




Tallevast Commerce Center – Public Commercial Project w/ Public Improvements
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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:


Print name: Graham Swift

Print name: Emmalee Legler


SWIFT HOLDINGS
a FLORIDA LIMITED LIABILITY
COMPANY
By: 
Print Name: JASON F. SWIFT
as its: MANAGER
2221 8TH ST.
Postal Address
SARASOTA FL 34237
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December, 2020, by Jason Swift as _____ [name and title of signatory] of Jon F. Swift, Inc [name of company signing], a _____ [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced _____ as identification.




NOTARY PUBLIC Signature
Heather Lane
Printed Name

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements

1) Streets, Stormwater, Sanitary Sewer, Water Distribution

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EXHIBIT “A”
DESCRIPTION OF PROPERTY

Tallevast Commerce Center – Public Commercial Project w/ Public Improvements

1) Streets, Stormwater, Sanitary Sewer, Water Distribution

2) Final Lift of Asphalt

**EXHIBIT “B”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	Streets, Stormwater, Sanitary Sewer, Water Distribution	\$133,419.45
2	Final Lift of Asphalt	\$71,680.44
3		
4		
5		

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. K40575492 issued through Federal Insurance Company	\$133,419.45
2	Surety Bond No. K40575534 issued through Federal Insurance Company	\$71,680.44
3		\$
4		\$
5		\$



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

October 28, 2020

Cavoli Engineering, Inc.
Attention: John Cavoli
5824 Bee Ridge Road, #325
Sarasota, FL 34233

(john.cavoli@cavoliengineering.com)

**RE: Tallevast Commerce Center (Public Commercial Subdivision)
(PLN1805-0046 Construction Plan)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Streets, Stormwater, Sanitary Sewer, Water Distribution)**

Dear Mr. Cavoli:

Your cost estimate for the above referenced bond, dated **September 29, 2020**, 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 **\$133,419.45** 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,

Stephen Jonsson, P.E., County Engineer
Deputy Director – Engineering Services

SM/ns/jmg

cc: Record Management
Brandy Wilkins, 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 Dept.
Robert Wenzel, Planning Section Manager, Building and Development Services
Susan Angersoll, Planning & Zoning Technician III, Building and Development Services

TALLEVAST COMMERCE CENTER
3-YEAR DEFECT / SECURITY PUBLIC BOND
 July 31, 2020

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
A. STORMWATER:					
1	48" RCP	1,687	LF	\$122.00	\$205,814.00
2	36" RCP	151	LF	\$85.00	\$12,835.00
3	24" RCP	194	LF	\$48.00	\$9,312.00
4	18" RCP	738	LF	\$38.00	\$28,044.00
5	14"x23" ERCP	28	LF	\$45.00	\$1,260.00
6	CURB INLET	9	EA	\$3,100.00	\$27,900.00
7	TYPE 'D' GRATE INLET	5	EA	\$2,875.00	\$14,375.00
8	CONTROL STRUCTURE (WEIR)	1.0	LS	\$15,000.00	\$15,000.00
9	24" MITERED END SECTION	4	EA	\$1,570.00	\$6,280.00
10	18" MITERED END SECTION	3	EA	\$1,100.00	\$3,300.00
11	JUNCTION BOX	5	EA	\$2,675.00	\$13,375.00
12	48" ENDWALL	1	EA	\$2,700.00	\$2,700.00
13	RIP-RAP	164	SY	\$25.00	\$4,100.00
STORM WATER TOTAL:					\$344,295.00
B. WATER DISTRIBUTION SYSTEM:					
1	10" PVC (DR 18) WATER MAIN	1,684	LF	\$27.50	\$46,310.00
2	10" D.I.P. (CL 52) WATER MAIN	40	LF	\$60.00	\$2,400.00
3	20" STEEL CASING	40	LF	\$110.00	\$4,400.00
4	10" HDPE CASING	300	LF	\$28.00	\$8,400.00
5	8" PVC (DR 18) WATER MAIN	254	LF	\$23.50	\$5,969.00
6	6" PVC (DR 18) WATER MAIN	28	LF	\$26.00	\$728.00
7	4" PVC (DR 18) WATER MAIN	170	LF	\$24.00	\$4,080.00
8	2" HDPE WATER SERVICE	290	LF	\$11.50	\$3,335.00
9	12" x10" TAPPING SLEEVE & VALVE	1	EA	\$8,550.00	\$8,550.00
10	6" FIRE HYDRANT ASSEMBLY	3	EA	\$5,700.00	\$17,100.00
11	10" GATE VALVE, COMPLETE	3	EA	\$2,250.00	\$6,750.00
12	8" GATE VALVE, COMPLETE	7	EA	\$1,775.00	\$12,425.00
13	1" WATER SERVICE (LIFT STATION)	80	LF	\$9.50	\$760.00
14	1" RPZ BACKFLOW PREVENTOR (LIFT STATION)	1	EA	\$950.00	\$950.00
15	FITTINGS	1	LS	\$9,950.00	\$9,950.00
WATER DISTRIBUTION TOTAL:					\$132,107.00
C. SANITARY SEWER SYSTEM:					
1	8" PVC (SDR 26) SEWER MAIN	1,390	LF	\$56.00	\$77,840.00
2	4' DIA. MANHOLE	4	EA	\$3,250.00	\$13,000.00
3	4' DIA. MANHOLE (LINED)	2	EA	\$10,750.00	\$21,500.00
4	6" PVC SEWER SERVICE	391	LF	\$26.00	\$10,166.00
5	FORCE MAIN CONNECTION	1	EA	\$6,500.00	\$6,500.00
6	JACK & BORE 12" STEEL CASING	1	LS	\$8,500.00	\$8,500.00
7	12" STEEL CASING	120	LF	\$73.50	\$8,820.00
8	4" PVC (DR 14) FORCE MAIN	1,964	LF	\$28.00	\$54,992.00
9	4" GATE VALVE, COMPLETE	3	EA	\$1,650.00	\$4,950.00
10	AIR RELEASE VALVE	1	EA	\$2,900.00	\$2,900.00
11	LIFT STATION, COMPLETE	1	EA	\$112,000.00	\$112,000.00
12	FITTINGS	1	LS	\$8,250.00	\$8,250.00
SANITARY SEWER TOTAL:					\$329,418.00

D. ASPHALT PAVEMENT/CONCRETE:

1	12" STABILIZED SUBGRADE (OFFSITE)	1,298	ST	\$8.50	\$11,033.00
2	10" BASE (OFFSITE)	1,114	SY	\$13.20	\$14,704.80
3	PRIME/TACK (OFFSITE)	940	SY	\$0.85	\$799.00
4	2" TYPE S-I ASPHALT (OFFSITE)	940	SY	\$11.85	\$11,139.00
5	1" TYPE S-III ASPHALT (OFFSITE)	940	SY	\$7.50	\$7,050.00
6	12" STABILIZED SUBGRADE (ONSITE)	8,002	SY	\$8.50	\$68,017.00
7	10" BASE (ONSITE)	7,466	SY	\$13.20	\$98,551.20
8	PRIME/TACK (ONSITE)	6,954	SY	\$0.85	\$5,910.90
9	2" TYPE S-I ASPHALT (ONSITE)	6,954	SY	\$10.55	\$73,364.70
10	1" TYPE S-III ASPHALT (ONSITE)	6,954	SY	\$6.60	\$45,896.40
11	TYPE 'A' CURB	1,900	LF	\$22.00	\$41,800.00
12	TYPE 'F' CURB	2,080	LF	\$23.50	\$48,880.00
13	6" CONCRETE DRIVEWAY	800	SF	\$8.75	\$7,000.00
14	4" CONCRETE SIDEWALK (ONSITE)	9,870	SF	\$5.50	\$54,285.00
10	4" CONCRETE SIDEWALK (OFFSITE)	3,476	SF	\$5.75	\$19,987.00
11	HANDICAP RAMP, COMPLETE	5	EA	\$625.00	\$3,125.00
12	SIGNAGE & STRIPING	1	LS	\$16,800.00	\$16,800.00
13	FH BLUE RPM	3	EA	\$10.50	\$31.50

ASPHALT PAVEMENT/CONCRETE TOTAL: \$528,374.50

SUBTOTAL: \$1,334,194.50

DEFECT/SECURITY BOND (10%) TOTAL: \$133,419.45



Digitally signed by John F Cavoli
 DN: c=US, o=Cavoli Engineering
 Inc,
 ou=A01427D00000166887585C
 R00001C6D, cn=John F Cavoli
 Date: 2020.09.29 15:24:41
 +0400'

John F. Cavoli, P.E. Fla. Reg. No.: 48692

Date:



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

October 28, 2020

Cavoli Engineering, Inc.
Attention: John Cavoli
5824 Bee Ridge Road, #325
Sarasota, FL 34233

(john.cavoli@cavoliengineering.com)

**RE: Tallevast Commerce Center (Public Commercial Subdivision)
(PLN1805-0046 Construction Plan)
Performance Cost Estimate
Required Public Improvements
Reason – (Final Lift)**

Dear Mr. Cavoli:

Your cost estimate for the above referenced bond, dated **October 5, 2020**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Private Improvement Performance Bond in the amount of **\$71,680.44**, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required private improvements.

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

Sincerely,



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

SM/ns/jmg

cc: Record Management
Brandy Wilkins, 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 Dept.
Robert Wenzel, Planning Section Manager, Building and Development Services
Susan Angersoll, Planning and Zoning Technician III., Building and Development Services

**TALLEVAST COMMERCE CENTER
FINAL LIFT PERFORMANCE BOND ESTIMATE**

October 5, 2020

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT COST	COST
A. ASPHALT FINAL LIFT:					
1	PRIME/TACK	6,954	SY	\$0.85	\$5,910.90
2	1" TYPE S-III ASPHALT	6,954	SY	\$6.60	\$45,896.40
3	FH BLUE RPM	3	EA	\$10.50	\$31.50
4	PERMANENT CONTROL POINTS	1	LS	\$3,200.00	\$3,200.00
5	RESTRIPE EXISTING STOP BAR	1	LS	\$100.00	\$100.00
ASPHALT FINAL LIFT TOTAL:					\$55,138.80
FINAL LIFT PERFORMANCE BOND (130%) TOTAL:					\$71,680.44



THIS SEAL HAS BEEN ELECTRONICALLY SIGNED AND
ISSUED BY JOHN F. CAVOLI, P.E. ON 10/05/2020
ADVISE THE USER TO VERIFY THE
PRINTED CODES OF THE SIGNATURE AND NOT
COPY AND PASTE AND SIGNED FILES
SIGNED FILES BE VERIFIED ON ANY
ELECTRONIC COPIES

Digitally signed by John F Cavoli
DN: c=US, o=Cavoli Engineering
Inc,
ou=AD14271D000001668875B5CF
00001C6D, cn=John F Cavoli
Date: 2020.10.05 10:06:09 -04'00'

John F. Cavoli, P.E. Fla. Reg. No.: 48692

Date:

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

BOND NO. K40575492

PROJECT NAME: Tallevast Commerce Center

KNOW ALL MEN BY THESE PRESENT:

That the Developer, **Swift Holdings, LLC** as Principal, and **Federal 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 **\$133,419.45** (Numbers) **One Hundred Thirty Three Thousand Four Hundred Nineteen and 45/100** (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 in Conjunction with the Surety Bond as Defect Security Warranting Required Improvements".

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK – Manatee County 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 Warranting Required Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Tallevast Commerce Center
(Name of Project)

BOND NO. K40575492

SIGNED AND SEALED this 29th day of October, 20 20

Agent:
Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

Federal Insurance Company
Surety Company Name
By: Margie L. Morris
Signature - As its Agent
Margie L. Morris-Attorney-in-Fact &
Florida Licensed Resident Agent
Print Name & Title
202B Hall's Mill Road
Address
Whitehouse Station, NJ 08889
City State Zip

WITNESSES OR CORPORATE SEAL

Angeline Nisa
Signature
Angeline Nisa
Print Name

Christine Morton
Signature
Christine Morton
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 29th day of October, 2020, by Margie L. Morris as Attorney-in-Fact & Florida Licensed Resident Agent (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



ALLYSON FOSS WING
Commission # GG 325414
Expires February 9, 2022
Bonded thru Budget Notary Services

Allyson Foss Wing
Notary Public

Allyson Foss Wing
Print Name of Notary

Commission No. GG325414 My Commission Expires: February 9, 2022

DEVELOPER SIGNATURE FORM

FOR: Tallevast Commerce Center

BOND NO. K40575492

SIGNED AND SEALED this 2 day of November, 20 20

WITNESSES OR CORPORATE SEAL:

Witness
Justin Williams
 Type or Print Name
Heather Lane
 Witness
 Type or Print Name

Swift Holdings, LLC
 Developer
 BY: [Signature]
 Signature
ASANT SWIFT, MGR
 Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)
2221 8th Street
 Postal Address
Sarasota, FL 34237
 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
 COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of November, 2020, by ASANT SWIFT, as manager, (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
Tina L Bowen
 Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 25 day of February, 2021.

MANATEE COUNTY
 A political subdivision of the State of Florida
 By: Board of County Commissioners
 By: Kevin Stewart
 Acting County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
 COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of February, 2021, by Karen Stewart County Administrator, (Title), for and on behalf of Manatee County Board of County Commissioners, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
 Notary Public
Vida Gordon
 Print Name of Notary



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Paul J Ciambriello, Deborah Ann Defoe, Bryce R. Guignard, Jennifer L. Hindley, April L. Lively, Margie L. Morris, Christine A. Morton, Kelly Phelan and Allyson Foss Wing of Longwood, Florida -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of October, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 17th day of October, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316688
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 29, 2020



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. K40575534**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Swift Holdings, LLC as Principal, and Federal 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 \$71,680.44 (Numbers) Seventy-One Thousand Six Hundred Eighty and 44/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Private Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Tallevast Commerce Center (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety's address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

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 Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Tallevast Commerce Center

(Name of Project)

BOND NO. K40575534

SIGNED AND SEALED this 29th day of October, 20 20

Agent:
Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

Federal Insurance Company

Surety Company Name

By: Margie L. Morris

Signature - As its Agent

Margie L. Morris-Attorney-in-Fact &

Florida Licensed Resident Agent

Print Name & Title

202B Hall's Mill Road

Address

Whitehouse Station, NJ 08889

City State Zip

WITNESSES OR CORPORATE SEAL

Angeline Nisa
Signature

Angeline Nisa
Print Name

Christine Morton
Signature

Christine Morton
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 29th day of October, 2020, by Margie L. Morris as Attorney-in-Fact & Florida Licensed Resident Agent (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



ALLYSON FOSS WING
Commission # GG 325414
Expires February 9, 2022
Bonded Three Budget Notary Services

Allyson Foss Wing
Notary Public

Allyson Foss Wing
Print Name of Notary

Commission No. GG325414

My Commission Expires: February 9, 2022

DEVELOPER SIGNATURE FORM

FOR: Tallevast Commerce Center

BOND NO. K40575534

WITNESSES OR CORPORATE SEAL:

Swift Holdings, LLC
Developer

BY: [Signature]
Signature
JASON E. SWIFT, MGR
Type or Print Name

[Signature]
Witness
JUSTIN WILLIAMS
Type or Print Name
Heather Lane
Witness
Heather Lane
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)

2221 8th Street
Postal Address
Sarasota, FL 34237
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of November, 2020, by Jason Swift, as manager, (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
Tina L. Bowen
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 25 day of February, 2021.

MANATEE COUNTY

A political subdivision of the State of Florida
By: Board of County Commissioners
By: Karen Stewart
Acting County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of February, 2021, by Karen Stewart (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced _____ as identification

NOTARY SEAL:



[Signature]
Notary Public
Vida Gordon
Print Name of Notary

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Paul J Ciambriello, Deborah Ann Defoe, Bryce R. Guignard, Jennifer L. Hindley, April L. Lively, Margie L. Morris, Christine A. Morton, Kelly Phelan and Allyson Foss Wing of Longwood, Florida -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17th day of **October, 2019**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 17th day of **October, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 29, 2020**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that SWIFT HOLDINGS, LLC, a Florida limited liability company, whose address is 2221 8th Street, Sarasota, FL 34237 (hereinafter referred to as the “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 the “COUNTY”) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following utility systems, infrastructure, and improvements of the development project commonly known as “Tallevast Commerce Center”:

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto depicted on and constructed pursuant to the Revised Construction Plans for Tallevast Commerce Center, Project No. PLN 1804-0046, approved by the COUNTY on December 5, 2018 (the “Construction Plans”), and located within or upon that certain real property owned by the SELLER, situate, lying and being in the County of Manatee, State of Florida, and identified and described in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

2. All potable water lines, pipes, valves, pumps, laterals, tees, bends, joints, pump stations, facilities, equipment and appurtenances thereto depicted on and constructed pursuant to the Construction Plans and located within or upon the Property.

3. All stormwater, drainage, and surface water management pipes, inlets, outfalls, structures, improvements, infrastructure, facilities, equipment and appurtenances thereto depicted on and constructed pursuant to the Construction Plans and located within or upon the Property.

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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

[ATTACHED TO BILL OF SALE]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 13 day of January, 2021.

Signed, sealed and delivered
in the presence of:

Heather Lane

Signature of First Witness

Heather Lane

Printed name of First Witness

Emmalee Legler

Signature of Second Witness

Emmalee Legler

Printed Name of Second Witness

SWIFT HOLDINGS, LLC, a Florida
limited liability company

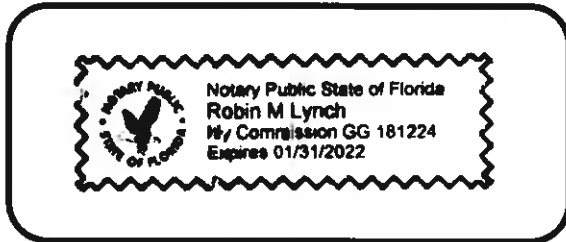
By: [Signature]

Jason F. Swift, Manager

2221 8th Street
Sarasota, FL 34237

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th day of January, 2021, by Jason F. Swift, as Manager of Swift Holdings, LLC, a Florida limited liability company, on behalf of the same. He is personally known to me or produced _____ as identification, and did not take an oath.



Notary Stamp

Robin M Lynch

Signature of Notary

ROBIN LYNCH

Print Name of Notary

My Commission Expires: 1/31/2022

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[ATTACHED TO BILL OF SALE]

WHEREFORE, the COUNTY and the SELLER have executed this Bill of Sale as of this 25 day of ~~January~~, 2021.
February

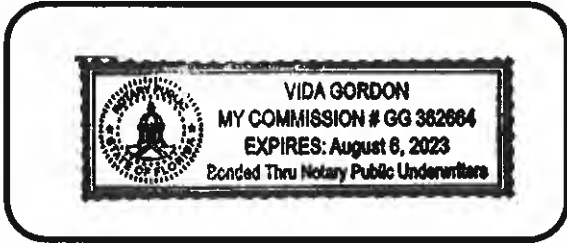
MANATEE COUNTY, a political subdivision of the State of Florida

By: Manatee County Board of County Commissioners

By: Karen Stewart
~~Cheri Coryea~~, Karen Stewart
Acting County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25 day of ~~January~~, 2021, by Cheri Coryea, as County Administrator, for and on behalf of the Manatee County Board of County Commissioners. She is personally known to me or produced _____ as identification, and did not take an oath.



Notary Stamp

[Signature]
Signature of Notary
Vida Gordon
Print Name of Notary

My Commission Expires:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[EXHIBIT "A" TO BILL OF SALE COMMENCES ON FOLLOWING PAGE]

EXHIBIT "A" TO BILL OF SALE

LEGAL DESCRIPTION OF TALLEVAST COMMERCE CENTER

(PER OFFICIAL RECORDS BOOK 2017, PAGE 3535)

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE N 89°40'53" W, ALONG THE NORTH LINE OF SAID SECTION 31, 1332.63 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S 00°33'29" W, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4, 30.00 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY OF TALLEVAST ROAD" (77TH AVENUE EAST), FOR A POINT OF BEGINNING; THENCE CONTINUE S 00°33'29" W, ALONG THE WEST LINE OF SAID EAST 1/2, 2625.66 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S 67°10'45" E, TO THE INTERSECTION WITH THE WEST LIMITED ACCESS RIGHT OF WAY OF STATE ROAD NO. 683 (U.S. 301) SECTION 13120-2506; THENCE N 00°26'31" E, ALONG SAID WEST LIMITED ACCESS RIGHT OF WAY, 2713.75 FEET; THENCE N 43°11'47" W, ALONG SAID WEST LIMITED ACCESS RIGHT OF WAY, 28.89 FEET; THENCE N 89°37'17" W, ALONG SAID LIMITED ACCESS RIGHT OF WAY, 150.00 FEET, TO THE END OF SAID LIMITED ACCESS RIGHT OF WAY; THENCE N 77°18'27" W, ALONG THE SOUTHERLY RIGHT OF WAY OF SAID "TALLEVAST ROAD", 157.24 FEET, THENCE N 89°40'53" W, ALONG SAID SOUTHERLY RIGHT OF WAY, PARALLEL TO THE NORTH LINE OF SAID SECTION 31 AND 30.00 FEET SOUTHERLY THEREFROM, 16.33 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

TOGETHER WITH:

(PER OFFICIAL RECORDS INSTRUMENT #201641027826 AND #201641027827)

COMMENCE AT THE NORTHEAST CORNER OF THE SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA: THENCE N.89°40'53"W., A DISTANCE OF 1,332.63 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 31; THENCE S.00°33'29"W., ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4, A DISTANCE OF 30.00 FEET TO THE INTERSECTION WITH THE SOUTH MAINTAINED RIGHT OF WAY LINE OF TALLEVAST ROAD PER ROAD PLAT BOOK 8, PAGE 64, PUBLIC RECORDS OF MANATEE COUNTY FLORIDA FOR THE BEGINNING; THENCE CONTINUE S.00°33'29"W., ALONG SAID EAST LINE, A DISTANCE OF 306.45 FEET; THENCE N.89°26'31 "W., A DISTANCE OF 5.00 FEET TO A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF N.40°49 '02"W.; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°45'03", A DISTANCE OF 115.54 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 114.00 FEET AND A CENTRAL ANGLE OF 82°23'17", WITH A CHORD BEARING OF N.40°59'55"W.; THENCE

NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 163.93 FEET; THENCE N.00°11'43E., A DISTANCE OF 84.04 FEET; THENCE N.69°59'27"W., A DISTANCE OF 32.99 FEET; THENCE N.89°40'53"W., A DISTANCE OF 181.93 FEET; THENCE N.76°10'39"W., A DISTANCE OF 80.64 FEET TO THE INTERSECTION WITH SAID SOUTH MAINTAINED RIGHT OF WAY LINE: THENCE S.89°40'56" E., ALONG SAID SOUTH MAINTAINED RIGHT OF WAY LINE, A DISTANCE OF 466.58 FEET TO THE POINT OF BEGINNING. BEING AND LYING IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[END OF BILL OF SALE]