

MEMORANDUM

ACCEPTED in Open Session
06/08/2021
Manatee County Board of County
Commissioners



To: Scott Hopes
Acting County Administrator

Thru: Chad Butzow, Director
Public Works Department *Chad Butzow*

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

Date: June 8, 2021

Subject: **MOCCASIN WALLOW ROAD FORCEMAIN EXTENSION PHASES I & II**
PLN2001-0023
ACCEPT AGREEMENT FOR DEFECT SECURITY
ACCEPT LETTER OF CREDIT
ACCEPT BILL OF SALE

The developer, McClure Properties, LTD, is requesting that Manatee County accept, for County maintenance, forcemain improvements associated with this project. The developer has provided the *Agreement for Public Subdivision with 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. 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 & Execute Agreement for Public Subdivision with Public Improvements** securing forcemain improvements.
- **Letter of Credit No. 70005143** issued through SunTrust Bank;
- **Amount of Defect Security \$128,655.30;**
- **Accept & Execute Bill of Sale.**

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

Moccasin Wallow Road Forcemain Ext Phases I & II

Page 2

June 8, 2021

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

By: Board of County Commissioners

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

cc: Records Management
Ken LaBarr, Infrastructure Inspections Division Manager

Attachments

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

**AGREEMENT FOR PUBLIC SUBDIVISION
WITH PUBLIC IMPROVEMENTS
MOCCASIN WALLOW ROAD FORCEMAIN EXTENSION PHASE I & II**

This Agreement is entered into as of _____, 20____, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and McClure Properties, LTD, a Limited 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 plat and develop the Property as a **Residential** subdivision with public improvements, 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 proposed subdivision or final site plan identified as **Moccasin Wallow Road Forcemain Extension Phase I & II /PLN2001-0023**;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit "B-1" and Exhibit "B-2" attached hereto and incorporated herein by 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 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 Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit "C" attached hereto and

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

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 PLN2001-0023 (hereinafter, the "Development Order"), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon 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 said subdivision 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

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
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Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, 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 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 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 337 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 in said subdivision, 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 in the subdivision tract in accordance with applicable law, 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 taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, 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

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

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 the County Engineer, 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 construction, maintenance or control of the Improvements prior to dedication to the County.

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

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record 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 construed as affecting the County's right to resort to any and all available 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 337, 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 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 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.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

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 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).

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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.

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):

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
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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: McClure Properties, LTD
P.O. Box 935
Palmetto, FL 34220
Attention: Robert Spencer
Facsimile: (941) 729-6779

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]

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

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

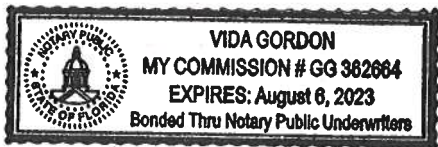
By: [Signature]
Acting County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of physical presence or online notarization this 18 day of May, 2021 by Scott Hopes (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


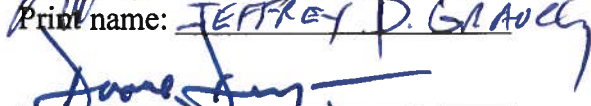
[Notary Seal/Stamp]


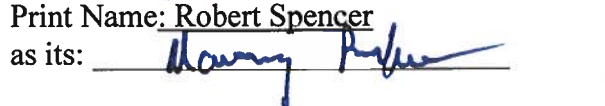


Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
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DEFECT - Forcemain

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:


Print name: JEFFREY D. GAUDIN

Print name: Duane Durycia

McClure Properties, LTD
a Florida Limited Partnership
By: 
Print Name: Robert Spencer
as its: 
P.O. Box 935
Postal Address
Palmetto Florida 34220
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 17th day of March, 2021, by Robert Spencer as M. Partner [name and title of signatory] of McClure Properties Ltd. [name of company signing], a Limited Partnership [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.



Ana L. Flores
NOTARY PUBLIC Signature
Ana L. Flores
Printed Name

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
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DEFECT - Forcemain

**EXHIBIT "A"
DESCRIPTION OF PROPERTY**

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

**EXHIBIT "B-1"
IMPROVEMENTS**

	Improvement	Estimated Cost
1	DEFECT - Forcemain	\$128,655.30
2		\$
3		\$
4		\$
5		\$



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

February 9, 2021

ZNS Engineering
Attention: Michael Ferdinand, P.E.
201 5th Avenue Drive East
Bradenton, FL 34208

**RE: Moccasin Wallow Road Forcemain Extension Phase I & II (Public Forcemain)
(PLN2001-0023)
Phase I & II - Defect Security Cost
Public Improvements
Reason – (Forcemain)**

Dear Mr. Ferdinand:

Your cost estimate for the above referenced bond, dated **February 4, 2021**, 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 **\$128,655.30**, 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) 708-7450.

Sincerely,



Scott May, P.E., County Engineer
Deputy Director – Engineering Services

SM/dg/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.
Susan Angersoll, Senior Planning & Zoning Tech., Building & Development Services
Kevin Oatman, Planner I, Building & Development Services

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture

February 4, 2021

Denise Greer, P.E.
Manatee County Public Works
1022 26th Avenue East
Bradenton, FL 34208

**RE: Defect Security Cost
Moccasin Wallow Road Forcemain Extension Phase I & II
PLN 2001-0023 / PID 608500059
ZNS File: 44916**

Dear Denise:

I hereby certify that the installation costs outlined herein represents our estimate of the actual cost of all required public improvements to serve the above referenced development. The attached has been prepared in order for a "Defect Security" to be posted with Manatee County for the purpose of correcting any construction, design or material defects or failures within County rights-of-way or easements in the development.

Upon completion of your review and approval of this Defect Security Bond Amount of **\$128,655.30**, please notify our office so that the appropriate surety may be obtained.

Thank you in advance for your prompt attention to this matter. Please advise if you should have any questions or require additional information.

Sincerely,

ZNS ENGINEERING, L.C.

Michael Ferdinand, P.E.
Project Manager

Date:
2021.02.
04
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-05'00'



Attachment
cc: Kenneth LaBarr
Janette Girard

DEFECT SECURITY COST
MOCCASIN WALLOW ROAD FORCEMAIN EXTENSION
PHASE I & II

February 2021

ITEM NO	DESCRIPTION	QTY		Unit Price	Total Bid
PHASE I					
1	12" PVC FORCEMAIN	2,060	LF	38.00	\$ 78,280.00
2	8" PVC FORCEMAIN	10	LF	24.00	\$ 240.00
3	12" PLUG VALVE	6	EA	5,740.00	\$ 34,440.00
4	8" PLUG VALVE	1	EA	4,220.00	\$ 4,220.00
5	FORCEMAIN FITTINGS	1	LS	6,380.00	\$ 6,380.00
6	FORCEMAIN AIR RELEASE VALVE	1	EA	2,705.00	\$ 2,705.00
7	30" DIRECTIONAL BORE FM W/ 16" HDPE CARRIER	500	LF	429.00	\$ 214,500.00
8	24" CASING	115	LF	114.00	\$ 13,110.00
SUBTOTAL - PHASE I					\$ 353,875.00
PHASE II					
1	12" PVC FORCEMAIN	2,770	LF	38.00	\$ 105,260.00
2	10" PVC FORCEMAIN	60	LF	29.00	\$ 1,740.00
3	6" PVC FORCEMAIN	2,200	LF	20.00	\$ 44,000.00
4	4" PVC FORCEMAIN	25	LF	17.00	\$ 425.00
5	12" PLUG VALVE	5	EA	5,740.00	\$ 28,700.00
6	10" PLUG VALVE	4	EA	4,815.00	\$ 19,260.00
7	6" PLUG VALVE	4	EA	3,700.00	\$ 14,800.00
8	4" PLUG VALVE	1	EA	3,345.00	\$ 3,345.00
9	FORCEMAIN FITTINGS	1	LS	5,620.00	\$ 5,620.00
10	FORCEMAIN AIR RELEASE VALVE	3	EA	2,705.00	\$ 8,115.00
11	30" DIRECTIONAL BORE FM W/ 16" HDPE CARRIER	1,500	LF	429.00	\$ 643,500.00
12	16" DIRECTIONAL BORE FM W/ 8" HDPE CARRIER	200	LF	179.00	\$ 35,800.00
13	24" CASING	189	LF	117.00	\$ 22,113.00
SUBTOTAL - PHASE II					\$ 932,678.00

SUMMARY

SUBTOTAL - PHASE I	\$353,875.00
SUBTOTAL - PHASE II	\$932,678.00
GRAND TOTAL -	\$1,286,553.00

TOTAL DEFECT SECURITY COST @ 10% **\$128,655.30**

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
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DEFECT - Forcemain

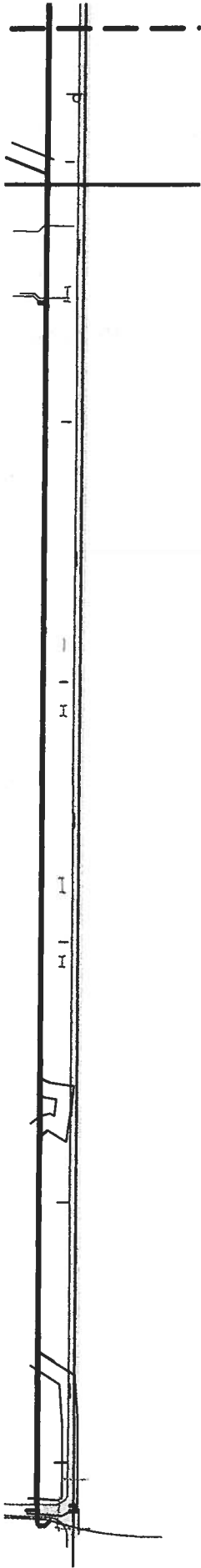
**EXHIBIT "B-2"
IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

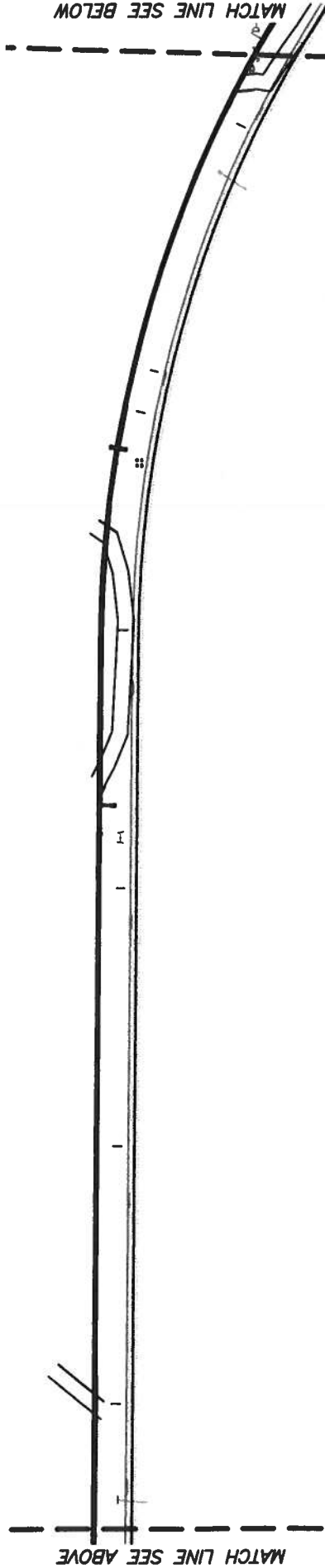
REQUIRED AT TIME OF DEFECT

**MOCCASIN WALLOW
EXHIBIT A-2**

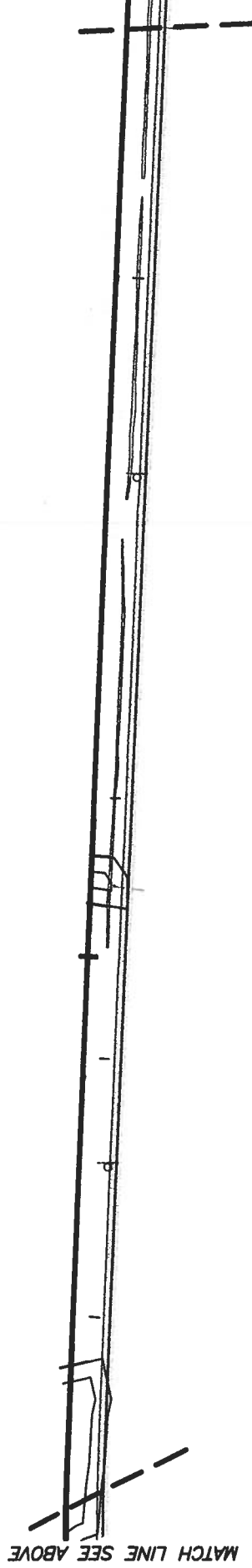
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MATCH LINE SEE ABOVE

Moccasin Wallow Road Forcemain Extension Phase I & II - Public Project w/Public
Improvements
DEFECT - Forcemain

**EXHIBIT "C"
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	DEFECT - Letter of Credit No. 70005143 issued through SunTrust	\$128,655.30
2		\$
3		\$
4		\$
5		\$



IRREVOCABLE STANDBY LETTER OF CREDIT 70005143

DATE: MARCH 05, 2021

APPLICANT:
MCCLURE PROPERTIES LTD.
502 6TH AVE W
PALMETTO, FL 34221

BENEFICIARY:
MANATEE COUNTY, FLORIDA
C/O FISCAL SERVICES DIVISION,
PUBLIC WORKS DEPARTMENT
1022 26TH AVENUE EAST
BRADENTON, FL 34208
ATTN: BOARD OF COUNTY COMMISSIONERS

FOR: USD 128,655.30 (US DOLLARS ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED FIFTY FIVE AND 30/100)

DATE OF EXPIRATION: 5/5/2022
PLACE OF EXPIRATION: OUR COUNTERS

BY ORDER OF MCCLURE PROPERTIES, LTD. ("DEVELOPER"), WE HEREBY OPEN OUR IRREVOCABLE LETTER OF CREDIT 70005143 IN FAVOR OF MANATEE COUNTY, FLORIDA ("THE COUNTY"), IN THE AMOUNT OF ONE HUNDRED TWENTY EIGHT THOUSAND SIX HUNDRED FIFTY FIVE 30/100 U.S. DOLLARS (\$128,655.30) EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON MAY 5TH, 2022, WHICH IS AT LEAST FOURTEEN MONTHS LATER.

FUNDS UNDER THIS CREDIT ARE AVAILABLE AND WILL BE PAID PROMPTLY TO THE COUNTY HEREUNDER NOT EXCEEDING IN THE AGGREGATE AMOUNT OF THIS CREDIT, AGAINST THE COUNTY'S SIGHT DRAFT ON US MENTIONING THIS LETTER OF CREDIT, ACCOMPANIED BY A DATED STATEMENT PURPORTEDLY SIGNED BY THE COUNTY ENGINEER "THAT SUCH FUNDS ARE REQUIRED TO EXERCISE THE COUNTY'S RIGHT TO CORRECT THE DEFECTS AND TO PAY COSTS INCIDENTAL THERETO, AND THAT AT LEAST 10 DAYS IN ADVANCE OF THIS PRESENTATION OF THE SIGHT DRAFT FOR PAYMENT, THE COUNTY HAS PROVIDED TO THE DEVELOPER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NOTICE OF THE COUNTY'S INTENTION TO DRAW FUNDS ON THIS LETTER OF CREDIT."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AN AMENDMENT FOR 12 MONTHS FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY REGISTERED MAIL OR OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. LETTER OF CREDIT NON EXTENSION NOTICE SHALL BE SENT TO THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED.

UPON SUCH NOTICE TO THE COUNTY, YOU MAY DRAW ON US FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS STANDBY LETTER OF CREDIT WITHIN THE THEN APPLICABLE EXPIRATION DATE, BY PRESENTATION OF A DRAFT ONLY.



ALL DRAFTS MUST REFERENCE THIS NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE MAY 5TH, 2022.

WITHOUT ANY RESPONSIBILITY OR OBLIGATION ON TRUIST BANKS PART THE APPLICANT INFORMS US OF THE FOLLOWING FOR INFORMATIONAL PURPOSES ONLY:

THE DEVELOPER HAS COMPLETED CERTAIN REQUIRED IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION OR FINAL PLAT IDENTIFIED AS MOCCASIN WALLOW ROAD FORCEMAIN EXTENSION PHASE 1 AND 2 ("PROJECT"), AS SHOWN ON THE AS-BUILD DRAWINGS FOR THE PROJECT WHICH ARE ON FILE WITH THE COUNTY, AND DEVELOPER HAS REQUESTED THE COUNTY TO ACCEPT THESE REQUIRED IMPROVEMENTS FOR MAINTENANCE.

AND

THAT THE MANATEE COUNTY LAND DEVELOPMENT CODE, ORDINANCE 90-01, REQUIRES THAT THIS THIS SECURITY IN THE AMOUNT OF TEN PERCENT (10%) OF THE ACTUAL INSTALLATION COSTS OF THE REQUIRED IMPROVEMENTS WHICH THE DEVELOPER IS PRESENTLY REQUESTING THE COUNTY TO ACCEPT FOR MAINTENANCE BE POSTED FOR THE PURPOSE OF CORRECTING ANY CONSTRUCTION, DESIGN OR MATERIAL DEFECTS OR FAILURE OF OR IN THE REQUIRED IMPROVEMENTS (DEFECTS).

ALL DOCUMENTS ARE TO BE REMITTED TO: TRUIST BANK, ATTN: LETTERS OF CREDIT AND TRADE SERVICES, 303 PEACHTREE ST. NE. 3RD FLOOR (MAIL CODE 803-05-25-60), ATLANTA, GA 30308.

PLEASE BE ADVISED THAT SUNTRUST BANK RECENTLY MERGED WITH AND INTO BRANCH BANKING AND TRUST COMPANY ("BB&T"), WHICH CHANGED ITS NAME TO TRUIST BANK; HOWEVER, UNTIL FURTHER NOTICE, ALL DOCUMENTS AND COMMUNICATIONS RELATED TO THIS LETTER OF CREDIT OR COLLECTION SHOULD CONTINUE TO BE SENT TO TRUIST BANK AT: LETTERS OF CREDIT AND TRADE SERVICES, 303 PEACHTREE ST. NE, 3RD FLOOR (MAIL CODE 803-05-25-60), ATLANTA, GA 30308. PLEASE DIRECT ALL INQUIRIES TO TELEPHONE 800-951-7847.



SINCERELY,
TRUIST BANK

Aimee Maier

AUTHORIZED SIGNATURE

Aimee Maier
Assistant Vice President

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that McClure Properties, LLC whose address is P.O. Box 936, Palmetto, FL 34220 (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:

A tract or parcel of land situated in the state of Florida, county of Manatee, lying in Sections 13, 14, 23 & 24, Township 33S, Range 18E, also known as "MOCCASIN WALLOW ROAD FORCEMAIN EXTENSION PHASE I & II."

1. All wastewater lines, pipes, valves, pumps, laterals, tees, bends, joints, manholes, facilities, equipment, and appurtenances thereto, including but not limited to 4,830 LF 12" PVC FM, 70 LF 8" PVC FM, 2,200 LF 6" PVC FM, 25 LF 4" PVC FM, 2,000 LF 16" HDPE located within or upon that certain real property owned by the SELLER and described below:

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 29th day of March, 2021.

WITNESSES:

Signature: [Signature]
Print Name: John Darling

Signature: [Signature]
Print Name: Diane Dwyer

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

MCCLURE PROPERTIES, LTD

BY: [Signature]
Robert Spencer
Title: Vice President

Attest: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29th day of March, 2021, by Robert Spencer, who is personally known to me or who has produced _____ as identification.



Ana L. Flores
Signature of Notary Public
Print Name: Ana L. Flores
Commission No.: HH 069600
My Commission Expires: 2-18-25

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 18 day of May, 2021.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

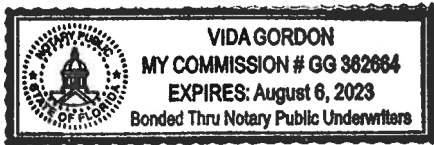
By: [Signature]
Acting County Administrator

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18 day of May, 2021, by Scott Hopes (Acting County Administrator) for and on behalf of the Manatee County Board of County Commissioners **who is personally known to me** or has produced N/A as identification

NOTARY SEAL:



[Signature]

NOTARY PUBLIC Signature

Vida Gordon

Printed Name

DESCRIPTION (PUBLIC ACCESS AND MAINTENANCE EASEMENT):

A 25-FOOT WIDE PUBLIC EASEMENT FOR ACCESS AND MAINTENANCE OF SANITARY FORCE MAIN LINE AND FACILITIES LYING IN SECTION 14, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY MORE PARTICULARLY DESCRIBED BELOW.

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 33, RANGE 18 EAST; THENCE N. 01°11'39" E., ALONG THE WEST LINE LINE OF SAID SECTION 14, A DISTANCE OF 340.04 FEET; THENCE N. 90°00'00" E., A DISTANCE OF 19.56 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CARTER ROAD (A VARIABLE WIDTH COUNTY MAINTAINED RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 25-FOOT WIDE EASEMENT, 12.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE N. 73°34'49" E., A DISTANCE OF 110.51 FEET; THENCE S. 75°28'03" E., A DISTANCE OF 55.22 FEET; THENCE S. 74°29'01" E., A DISTANCE 62.49 FEET; THENCE S. 64°13'33" E. A DISTANCE OF 75.46 FEET., THENCE S. 55°25'19" E., A DISTANCE OF 77.72 FEET; THENCE S. 49°12'43" E., A DISTANCE OF 70.61 FEET; THENCE S. 05°02'52" E., A DISTANCE OF 81.48 FEET TO A POINT OF TERMINUS.

CONTAINING 14511 SQUARE FEET, 0.33 ACRES MORE OR LESS.

THE SIDE LINES OF THE ABOVE DESCRIBED EASEMENT ARE TO BE LENGTHENED OR SHORTENED TO MEET ANY BOUNDARY OR RIGHT-OF-WAY LINE THE CENTERLINE INTERSECTS.

**NOT A BOUNDARY SURVEY
DESCRIPTION & SKETCH
OF
PUBLIC ACCESS AND MAINTENANCE EASEMENT
LOCATED IN
SECTION 14, TOWNSHIP 33SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA**

DATED: 2021.01.28

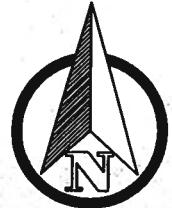
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NOTE: IF PRINTED NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

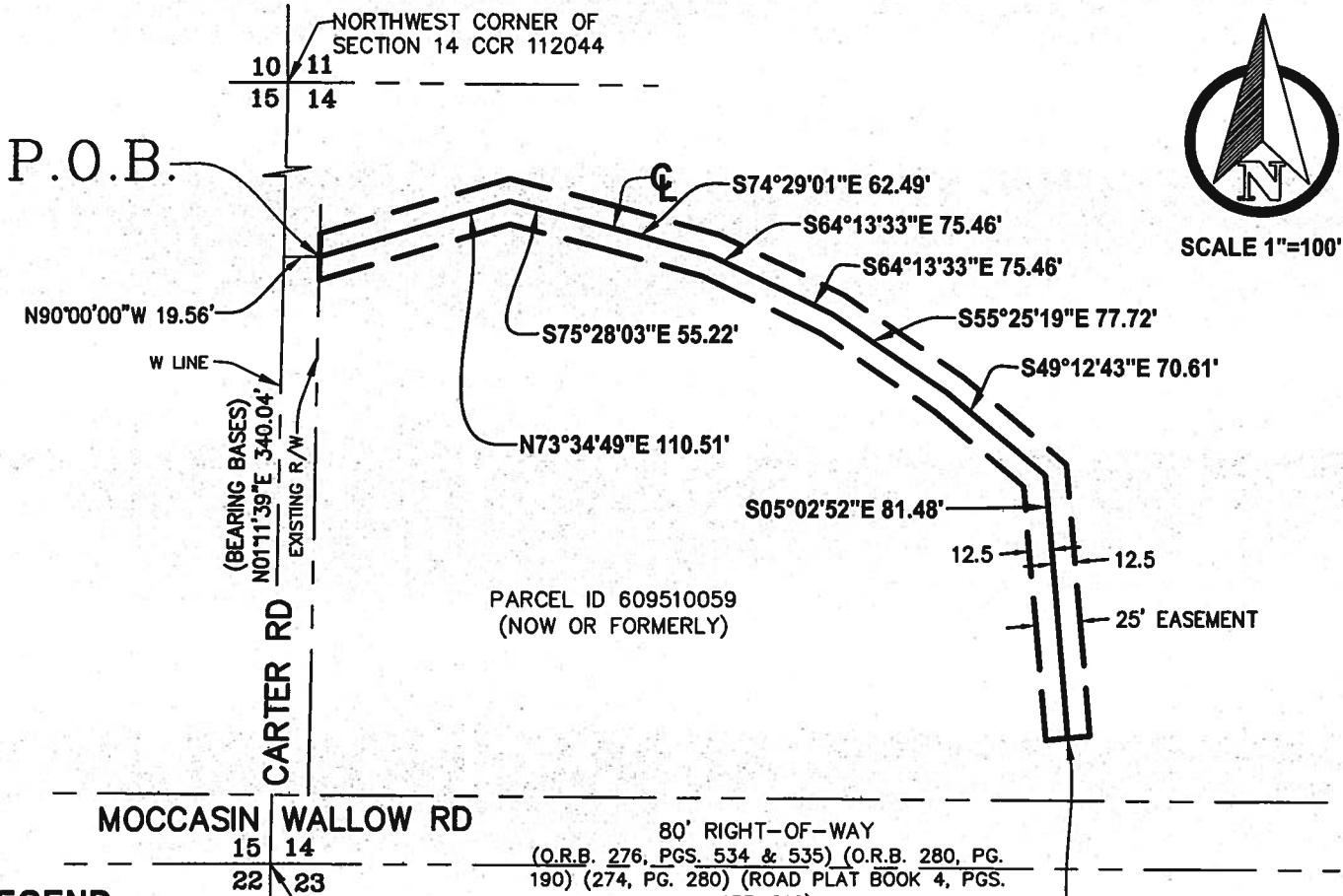
**PUBLIC ACCESS AND MAINTENANCE EASEMENT
PARCEL ID NO. 609510059
NOW OR FORMERLY**

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809
DATE 1-29-2021

SHEET 1 OF 2



SCALE 1"=100'



LEGEND:

- ⊙ - CENTERLINE
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.T. - POINT OF TERMINUS
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.R.C. - POINT OF REVERSE CURVATURE
- P.B. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- PG. - PAGE
- Δ - CENTRAL ANGLE
- R - RADIUS
- L - ARC LENGTH
- CB - CHORD BEARING
- SQ. FT. - SQUARE FEET
- ± - MORE OR LESS
- ▨ - SITE ± 0.33 AC

DATED: 2021.01.28

P.O.C.

SOUTHWEST CORNER OF
 SECTION 14
 RAILROAD SPIKE FOUND
 CCR 112045

P.O.T.

**NOT A BOUNDARY SURVEY
 DESCRIPTION & SKETCH**

**OF
 PUBLIC ACCESS AND MAINTENANCE EASEMENT
 LOCATED IN
 SECTION 14, TOWNSHIP 33SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA**

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 14, TOWNSHIP 33 SOUTH, RANGE 18 EAST, BEING N.01°11'39"E.
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (MONUMENTS HAVE NOT BEEN FIELD LOCATED OR SET).

**PUBLIC ACCESS AND MAINTENANCE EASEMENT
 PARCEL ID NO. 609510059
 NOW OR FORMERLY**

DESCRIPTION

A PARCEL OF LAND IN SECTIONS 13, 14 AND 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF SAID SECTION 14; THENCE S 89°33'52" E, ALONG THE SOUTH LINE OF SAID SECTION 14, A DISTANCE OF 20.18 FEET; THENCE N 01°06'27" E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°06'27" E, ALONG THE EASTERLY MAINTAINED RIGHT-OF-WAY LINE OF CARTER ROAD AS PER ROAD PLAT BOOK 1, PAGE 167 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 35.00 FEET; THENCE S 89°32'29" E, A DISTANCE OF 2176.94 FEET TO A POINT HEREINAFTER REFERRED TO AS "POINT A"; THENCE S 01°08'17" W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF MOCCASIN WALLOW ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2343, PAGE 2537 OF SAID PUBLIC RECORDS, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH THE NORTHERLY MAINTAINED RIGHT-OF-WAY LINE OF MOCCASIN WALLOW ROAD AS PER ROAD PLAT BOOK 4, PAGE 153 OF SAID PUBLIC RECORDS; THENCE N 89°32'29" W, ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 2176.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.75 ACRES (76187 SQUARE FEET), MORE OR LESS.

ALSO INCLUDING:

COMMENCE AT THE PREVIOUSLY DESCRIBED "POINT A"; THENCE S 89°32'28" E, ALONG AFORESAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1365.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°32'29" E, A DISTANCE OF 1012.99 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2366.84 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30°23'00", A DISTANCE OF 1255.11 FEET TO THE POINT OF TANGENCY; THENCE S 59°09'29" E, A DISTANCE OF 3508.67 FEET; THENCE S 30°50'35" W, A DISTANCE OF 35.00 FEET TO AN INTERSECTION WITH AFORESAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: (1) N 59°09'29" W, A DISTANCE OF 3508.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2331.84 FEET; (2) ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30°23'00", A DISTANCE OF 1236.55 FEET TO THE POINT OF TANGENCY; (3) N 89°32'29" W, A DISTANCE OF 1012.61 FEET; THENCE N 00°09'45" W, ALONG AFORESAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.63 ACRES (201853 SQUARE FEET), MORE OR LESS.

CONTAINING NET 6.38 ACRES (278040 SQUARE FEET), MORE OR LESS.

SEE SHEET 1 FOR DESCRIPTION
NOT A BOUNDARY SURVEY
DESCRIPTION SKETCH
UTILITY EASEMENT (FORCE MAIN)
MOCCASIN WALLOW ROAD
IN
SECTIONS 13, 14 & 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA

NOTE: NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

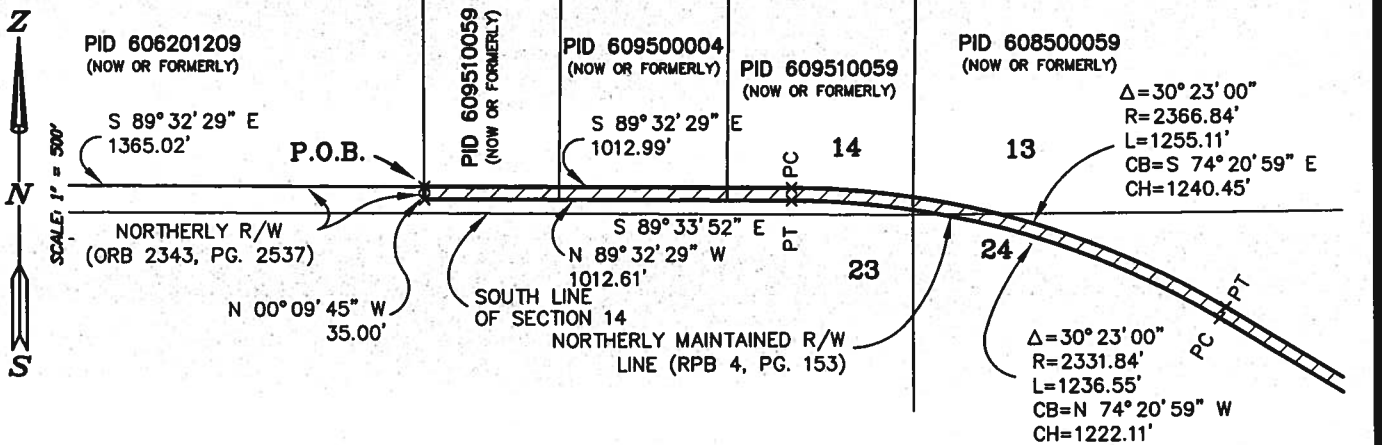
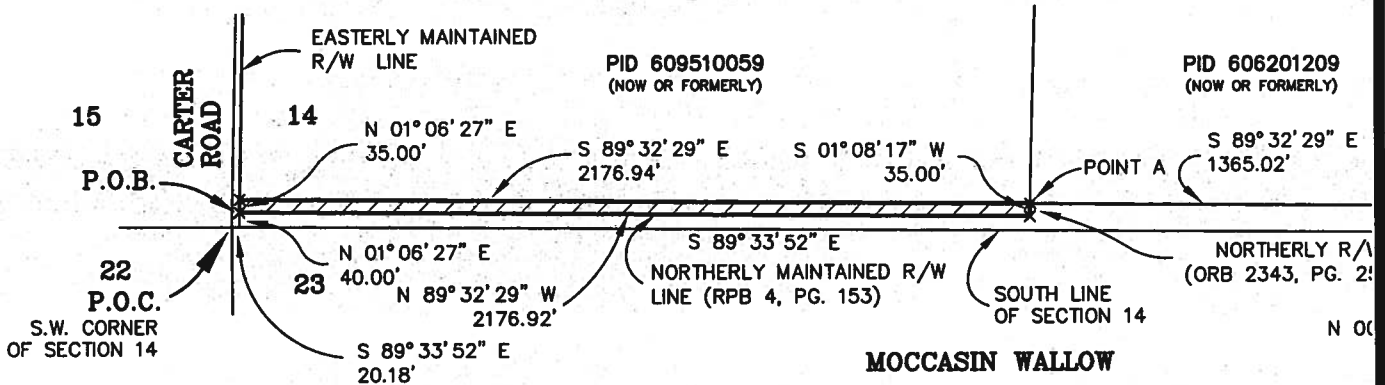
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BY: **DRAFT**

KAVIN C. WILMOTT, P.S.M.

FLORIDA CERTIFICATE NO. LS 6809
DATE OF CERTIFICATION : 05/21/2020

SHEET 1 OF 3



LEGEND:

- P.O.C. - POINT OF COMMENCEMENT
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT OF WAY
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY
- Δ - CENTRAL ANGLE
- R - RADIUS
- L - ARC LENGTH
- CB - CHORD BEARING
- CH - CHORD DISTANCE
- RPB - ROAD PLAT BOOK
- PG. - PAGE
- ORB - OFFICIAL RECORDS BOOK
- PID - PARCEL IDENTIFICATION



- SITE

SEE SHEET 1 FOR DESCRIPTION
 NOT A BOUNDARY SURVEY

DESCRIPTION SKETCH

**UTILITY EASEMENT (FORCE MAIN)
 MOCCASIN WALLOW ROAD**

IN

SECTIONS 13, 14 & 24, TOWNSHIP 33 SOUTH, RANGE 18 EAST
 MANATEE COUNTY, FLORIDA

NOTES:

1. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE) NAD 83/2011-EPOCH 2010.0000 AND ARE DERIVED FROM THE SOUTH LINE OF SECTION 14, TOWNSHIP 33 SOUTH, RANGE 18 EAST HAVING A BEARING OF S 89°33'52" E. THIS BEARING ORIENTATION IS DERIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK SITE "MANATEE G. STROOP CORS-ARP" (PID-DL6781).
2. THIS DRAWING IS A SKETCH ONLY AND DOES NOT REPRESENT A BOUNDARY SURVEY. (CORNERS HAVE NOT BEEN FIELD LOCATED OR SET)

SHEET 2 OF 3

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