

MEMORANDUM



To: Scott Hopes
County Administrator

Thru: Chad Butzow, Director
Public Works Department

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

Date: November 16, 2021

Subject: **WILLOW BEND PHASE II**
PLN2010-0050
RELEASE PERFORMANCE PORTION OF AGREEMENT
RELEASE SURETY BOND
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND
ACCEPT BILL OF SALE

On April 06, 2021, the Board of County Commissioners accepted the *Agreement for Public Improvements for Public Subdivision* for Willow Bend Phase II, securing clearing, earthwork, streets, drainage system, sewage, potable water, and reuse water improvements. The developer has provided all necessary documentation and completed and passed all inspections for those required public improvements to release the performance portion; and accept the defect security portion of the Agreement which will warrant these improvements for this project. A Bill of Sale is also required for this project which has publicly maintained utilities under private roadway. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Authorization to release and return** the Surety Bond, and any riders associated with this Surety, in conjunction with the performance portion of the *Agreement for Public Improvements for Public Subdivision*. Documents will be returned to Doug Weiland with CWES XV LLC located at 334 East Lake Road #172, Oldsmar, FL 34685;
- **Surety Bond No. GM208355** issued through Great Midwest Insurance Company;

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

Willow Bend Phase II

Nov 16, 2021

Page 2

- **Amount of Performance Bond \$1,565,116.74;**
- **Accept and Execute Surety Bond** securing Section 1.5 “Maintenance, Defects” of the *Agreement for Public Subdivision Improvements* accepted by the Board of County Commissioners on April 06, 2021, for Willow Bend Phase II, securing roadway, drainage, sanitary sewer, water distribution and reclaimed improvements;
- **Surety Bond No. GM211875** issued through Great Midwest Insurance Company;
- **Amount of Defect Security \$71,839.97;**
- **Accept and Execute Bill of Sale.**

cc: Records Management
Ken LaBarr, Infrastructure Inspections Division Manager
Doug Weiland, CWES XV LLC

Attachments

Willow Bend Phase II - Public Project w/Public Improvements
Clearing & Earthwork, Streets, Drainage System, Sewage, Potable Water, Reuse Water
DEFECT – Roadway, Drainage, Sanitary Sewer, Water Distribution & Reclaimed

**EXHIBIT “B-1”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	Clearing & Earthwork, Streets, Drainage System, Sewage, Potable Water, Reuse Water	\$1,565,116.74
2	DEFECT - Roadway, Drainage, Sanitary Sewer, Water Distribution & Reclaimed	\$71,839.97
3		\$
4		\$
5		\$



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

July 19, 2021

R.J. Rhodes Engineering, Inc
Attention: Ralph Rhodes, P.E.
325 Interstate Blvd.
Sarasota, FL 34240

(rfr@rjrhodes.com)

**RE: Willow Bend Phase II (42 Lots)
(PLN2010-0050)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Roadway, Drainage, Sanitary Sewer, Water Distribution and Reclaimed)**

Dear Mr. Rhodes:

Your cost estimate for the above referenced bond, dated **June 24, 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 **\$71,839.97**, 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/db/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

JAMES
SATCHER
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

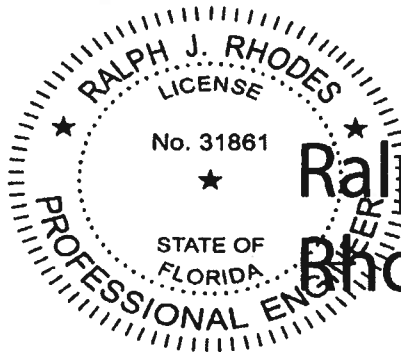
R.J.

RHODES ENGINEERING
INC.

325 Interstate Blvd.
Sarasota, FL 34240
Phone: 941-924-1600

**Willow Bend Phase II
(42 Lots)
CERTIFICATE OF PUBLIC COST ESTIMATE
(DEFECT SECURITY)**

I, Ralph J. Rhodes, PE #31861, the engineer of record, do hereby estimate that ten percent of the cost of the improvements to be owned and maintained by Manatee County, Florida itemized below is seventy-one thousand eight hundred thirty-nine and 97/100 (\$71,839.97) dollars.



**Ralph J
Rhodes**

Digitally signed
by Ralph J Rhodes
Date: 2021.06.24
06:41:32 -04'00'

Signed: _____
Ralph J. Rhodes, PE
Florida Registered Engineer No. 31861

This item has been electronically signed and sealed by Ralph J. Rhodes, a Florida Professional Engineer #31861 on the above date using a digital signature.

Printed copies are not considered signed and sealed and the signature must be verified on any electronic copies.

Willow Bend Phase II

Roadway	\$183,391.48
Drainage	\$172,174.00
Sanitary Sewer	\$184,060.85
Water Distribution	\$106,000.00
<u>Reclaimed (re-use)</u>	<u>\$ 72,773.40</u>
TOTAL	\$718,399.73

10% x \$718,399.73 = \$71,839.97

Engineering Business Certificate of Authorization Number 8120
Surveying and Mapping Business LB-6924

WILLOW BEND PHASE II				6/24/2021
FOR CERTIFICATE OF PUBLIC DEFECT SECURITY (42 LOTS)				
RJ RHODES ENGINEERING, INC. EB #8120				
Description	Quantity	Units	Unit Price	Total
ROADWAY				
6" SUB BASE, LBR 40	6876	SY	\$2.75	\$18,909.00
6" SHELL, FDOT APPROVED PIT, LBR 100, PER MANATEE COUNTY REQUIREMENTS, PRIMED	5682	SY	\$11.73	\$66,649.86
1-1/4" ASPHALT, TYPE III, 1ST LIFT	5682	SY	\$7.43	\$42,217.26
3/4" ASPHALT, TYPE III, FINAL LIFT (DEFERRED)	0	SY	\$0.00	\$0.00
VALLEY CROSSING CURB - 3 FEET WIDE	65	LF	\$29.04	\$1,887.60
MIAMI CURB, TYPE "A"	3668	LF	\$9.85	\$36,129.80
BARRIER CURB, TYPE "F"	188	LF	\$17.50	\$3,290.00
MEDIAN CURB	98	LF	\$15.02	\$1,471.96
5' SIDEWALK (NOT ADJACENT TO LOTS)	482	LF	\$17.00	\$8,194.00
HANDICAP RAMPS	4	EA	\$247.50	\$990.00
ON-SITE ROADWAY SIGNS AND STRIPING	1	LS	\$3,652.00	\$3,652.00
SUBTOTAL ROADWAY				\$183,391.48
DRAINAGE				
15" STORM SEWER-RCP	115	LF	\$35.00	\$4,025.00
18" STORM SEWER-RCP	315	LF	\$43.00	\$13,545.00
24" STORM SEWER-RCP	451	LF	\$62.00	\$27,962.00
30" STORM SEWER-RCP	176	LF	\$77.00	\$13,552.00
36" STORM SEWER-RCP	196	LF	\$102.00	\$19,992.00
MITERED END SECTIONS - 18"	2	EA	\$1,064.00	\$2,128.00
MITERED END SECTIONS - 24"	3	EA	\$1,391.00	\$4,173.00
MITERED END SECTIONS - 30"	1	EA	\$2,428.00	\$2,428.00
MITERED END SECTIONS - 36"	4	EA	\$4,500.00	\$18,000.00
ENDWALL - 30"	1	EA	\$2,931.00	\$2,931.00
QUAD ENDWALL - 36"	1	EA	\$8,206.00	\$8,206.00
CURB INLET, INCLUDING THROAT	8	EA	\$4,420.00	\$35,360.00
GRATED INLET	2	EA	\$2,577.00	\$5,154.00
WEIR FPC-2W	1	EA	\$3,622.00	\$3,622.00
WEIR RE3650B	1	EA	\$3,921.00	\$3,921.00
ROCK RIP-RAP	250	SY	\$18.70	\$4,675.00
CONTROL STRUCTURE - CS-04	1	EA	\$2,500.00	\$2,500.00
SUBTOTAL DRAINAGE				\$172,174.00
SANITARY SEWER				
MANHOLE (6' - 8')	3	EA	\$4,616.00	\$13,848.00
MANHOLE (8 - 10')	3	EA	\$4,763.00	\$14,289.00
MANHOLE (14'-16')	1	EA	\$8,911.00	\$8,911.00

MANHOLE (16' - 18')	3	EA	\$10,503.00	\$31,509.00
6" SAN. SEWER - PVC-SDR26 (6' - 8' DEEP)	605	LF	\$32.32	\$19,553.60
8" SAN. SEWER - PVC-SDR26 (8' - 10' DEEP)	673	LF	\$37.19	\$25,028.87
8" SAN. SEWER - PVC-SDR26 (14' - 16' DEEP)	204	LF	\$52.15	\$10,638.60
8" SAN. SEWER - PVC-SDR26 (16'-18' DEEP)	413	LF	\$58.06	\$23,978.78
SANITARY SERVICES SINGLE	16	EA	\$714.00	\$11,424.00
SANITARY SERVICES DOUBLE	20	EA	\$1,244.00	\$24,880.00
SUBTOTAL SANITARY SEWER				\$184,060.85
POTABLE WATER				
8" PVC WATER MAIN DR18, INCLUDING FITTINGS AND BENDS	1853	LF	\$21.00	\$38,913.00
8" GATE VALVES	6	EA	\$1,313.00	\$7,878.00
WATER SERVICES SINGLE	9	EA	\$1,006.00	\$9,054.00
WATER SERVICES DOUBLE	20	EA	\$1,550.00	\$31,000.00
FIRE HYDRANTS ASSEMBLY, COMPLETE	3	EA	\$5,266.00	\$15,798.00
BLOW-OFF ASSEMBLY - TEMPORARY	3	EA	\$1,119.00	\$3,357.00
SUBTOTAL POTABLE WATER				\$106,000.00
REUSE WATER LINES				
8" PVC REUSE MAIN DR18, INCLUDING FITTINGS AND BENDS	918	LF	\$22.30	\$20,471.40
6" PVC REUSE MAIN DR18, INCLUDING FITTINGS AND BENDS	926	LF	\$14.50	\$13,427.00
8" GATE VALVES	3	EA	\$1,317.00	\$3,951.00
6" GATE VALVES	2	EA	\$896.00	\$1,792.00
REUSE SERVICES SINGLE	7	EA	\$994.00	\$6,958.00
REUSE SERVICES DOUBLE	16	EA	\$1,496.00	\$23,936.00
BLOW-OFF ASSEMBLY - TEMPORARY	2	EA	\$1,119.00	\$2,238.00
SUBTOTAL REUSE WATER LINES				\$72,773.40
SUMMARY				
SUBTOTAL ROADWAY				\$183,391.48
SUBTOTAL DRAINAGE				\$172,174.00
SUBTOTAL SANITARY SEWER				\$184,060.85
SUBTOTAL POTABLE WATER				\$106,000.00
SUBTOTAL REUSE WATER				\$72,773.40
GRAND TOTAL				\$718,399.73
FOR BONDING X 0.1				\$71,839.97

Willow Bend Phase II - Public Project w/Public Improvements
Clearing & Earthwork, Streets, Drainage System, Sewage, Potable Water, Reuse Water
DEFECT – Roadway, Drainage, Sanitary Sewer, Water Distribution & Reclaimed

**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

Willow Bend Phase II - Public Project w/Public Improvements
Clearing & Earthwork, Streets, Drainage System, Sewage, Potable Water, Reuse Water
DEFECT – Roadway, Drainage, Sanitary Sewer, Water Distribution & Reclaimed

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No.GM208355 issued through Great Midwest Insurance Company	\$1,565,116.74
2	DEFECT - Surety Bond No.GM211875 issued through Great Midwest Insurance Company	\$71,839.97
3		\$
4		\$
5		\$

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

**BOND NO. GM211875
PROJECT NAME: Willow Bend Phase II
(42 lots); Public Improvements;
(PLN2010-0050)**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, CWES XV LLC as Principal, and Great Midwest 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 \$ 71,839.97 (Numbers) Seventy-one Thousand Eight Hundred Thirty-nine and 97/100 Dollars (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 of 3 (*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 Willow Bend Phase II
(42 lots); Public Improvements;
(PLN2010-0050)
(Name of Project)

BOND NO. GM211875

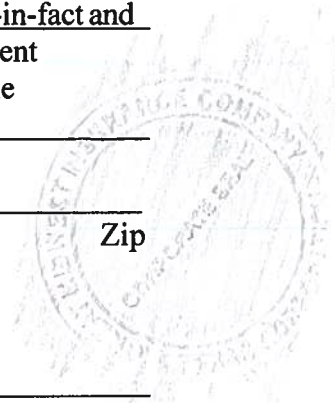
SIGNED AND SEALED this 9th day of September, 2021

Great Midwest Insurance Company
Surety Company Name

By: _____
Signature - As its Agent

Kevin Wojtowicz, Attorney-in-fact and
FL Licensed Resident Agent
Print Name & Title

800 Gessner, #600
Address
Houston, TX 77024
City State Zip



WITNESSES OR CORPORATE SEAL

N/A
Signature

Print Name

N/A
Signature

Print Name

NOTARY ACKNOWLEDGMENT

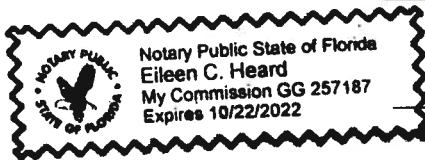
STATE OF: Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 9th day of September, 2021, by Kevin Wojtowicz as Attorney-in-fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced known (Type of Identification) as identification.

NOTARY SEAL:

Eileen C. Heard
Notary Public



Eileen C. Heard
Print Name of Notary

Commission No. _____ My Commission Expires: _____

DEVELOPER SIGNATURE FORM

FOR Willow Bend Phase II;(42 lots); Public Improvements

(PLN2010-0050)

(Project Name)

BOND NO. GM211875

SIGNED AND SEALED this 9th day of September, 2021

WITNESSES OR CORPORATE SEAL:

Witness
Natalie Feldman
Type or Print Name

Witness
Cynthia J. Malinoski
Type or Print Name

CWES XV LLC
Developer
BY: [Signature]
Signature
Douglas Weiland
Type or Print Name
Manager

Title (If attorney-in-fact Attach Power of Attorney)
334 East Lake Rd

Postal Address

Palm Harbor, FL 34685

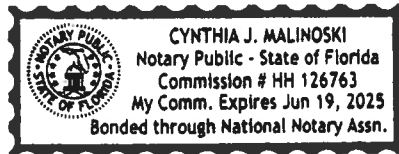
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Pinellas

The foregoing instrument was acknowledged before me this 10th day of September, 2021, by Douglas Weiland, 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
Cynthia J. Malinoski
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 29th day of October, 2021

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

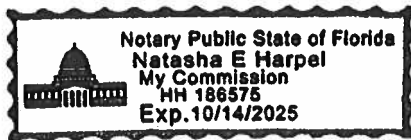
By: [Signature]
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 29th day of October, 2021, by Scott Hopes, as 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:
Notary Public



[Signature]
NATASHA E. HARPEL
Print Name of Notary

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

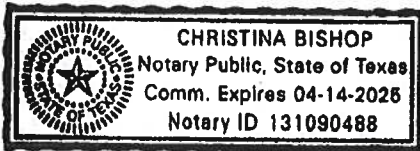


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of September 2021.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ORIGINAL

BILL OF SALE

Willow Bend Phase II - PLN 2010-0050

KNOW ALL MEN BY THESE PRESENTS, that CWES XV LLC a Florida Limited Liability Company whose address is Suite #172, 334 East Lake Road, Palm Harbor, FL 34685 (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 Willow Bend Subdivision of Manatee County.

1. All wastewater lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, lift stations, facilities, equipment, and appurtenances thereto, including but not limited to items listed on the attached Exhibit B in the section labeled Sanitary Sewer, located within or upon that certain real property owned by the SELLER and described below: and

2. All potable water lines, pipes, valves, pumps, laterals, force mains, tees, bends, joints, pump stations, facilities, equipment and appurtenances thereto, including but not limited to items listed on the attached Exhibit B in the section labeled Potable Water, located within or upon that certain real property owned by the SELLER and described below: and

3. to items listed on the attached Exhibit B in the section labeled Reuse Water Lines located within or upon that certain real property owned by the SELLER and described below: and

4. to items listed on the attached Exhibit B in the section labeled Drainage, located within or upon that certain real property owned by the SELLER and described below:

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

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

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

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 1st day of October, 2021.

Signed, sealed and delivered in the presence of Witnesses:

[Signature]
Print name: Leticia Hernandez
[Signature]
Print name: Cynthia J. Malinoski

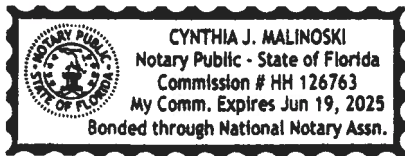
CWES XV LLC
a close limited liability company
By: [Signature]
Print Name: Douglas Weiland
as its: manager
334 E. Lake Rd #172
Postal Address
Palm Harbor FL 34685
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA

COUNTY OF MANATEE Pinellas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of October, 2021, by Douglas Weiland as Manager [name and title of signatory] of CWES XV LLC [name of company signing], a Florida [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 n/a as identification.



[Signature]
NOTARY PUBLIC Signature
Cynthia J. Malinoski

Printed Name

WHEREFORE, the County and Developer and/or CDD have executed this Bill of Sale as of this 29th day of October, 2021.

MANATEE COUNTY, a political
subdivision of the State of Florida

By: Board of County Commissioners

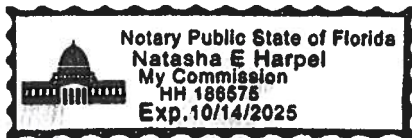
By: 
County Administrator

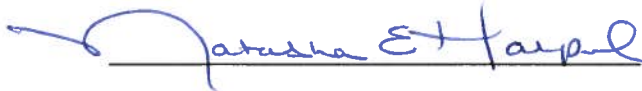
STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 29th day of October, 2021, by Scott Hopes (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:





NOTARY PUBLIC Signature

Natasha E HARPEL

Printed Name

Exhibit "A"

Legal Description

LEGAL DESCRIPTION (WILLOW BEND PHASE II)

A TRACT OF LAND LYING IN AND BEING THAT PART OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY FLORIDA, DESCRIBED AS FOLLOWS;

COMMENCE AT THE NW CORNER OF THE NW1/4 OF THE NE1/4 (ALSO KNOWN AS THE NORTH 1/4 CORNER) OF SAID SECTION 31, BEING MARKED BY A 4"X4" CONCRETE MONUMENT WITH DISK STAMPED "PRM LB 6924"; THENCE ALONG THE NORTH LINE OF TRACT "SW-01" OF WILLOW BEND, PHASE IB, A SUBDIVISION RECORDED IN PLAT BOOK 66, PAGE 118, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, S.81°13'14"E., 306.13' TO THE NORTHEAST CORNER OF SAID TRACT "SW-01" FOR A POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE ALONG THE EASTERN BOUNDARY OF SAID WILLOW BEND PHASE IB, THE FOLLOWING COURSES AND DISTANCES; S.08°46'46"W., 40.24'; TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 53°48'34", WHOSE CENTER LIES S.11°21'09"W. AND WHOSE CHORD BEARS S.74°26'52"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 28.17' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 22°05'12", WHOSE CHORD BEARS S.58°35'12"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 11.56'; TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00' AND A DELTA ANGLE OF 51°59'53", WHOSE CHORD BEARS S.43°37'51"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 22.69' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 122°23'16", WHOSE CHORD BEARS S.78°49'33"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 64.08' TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00' AND A DELTA ANGLE OF 82°04'17", WHOSE CHORD BEARS N.81°00'58"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 35.81' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 100°00'13", WHOSE CHORD BEARS N.72°03'00"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 52.36' TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 59°53'10", WHOSE CHORD BEARS N.51°59'29"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 31.36' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 58°00'49", WHOSE CHORD BEARS N.52°55'39"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 30.38' TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 98°46'03", WHOSE CHORD BEARS N.73°18'16"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 34.48'; THENCE LEAVING SAID CURVE ON A NON

TANGENT LINE, S.55°39'16"W., 4.60'; TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 63°46'03", WHOSE CENTER LIES S36°00'10"E. AND WHOSE CHORD BEARS S.22°06'49"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 33.39'; TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 44°46'11", WHOSE CHORD BEARS S.12°36'53"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 23.44' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 71°52'19", WHOSE CHORD BEARS S.00°56'12"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 37.63' TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 90°02'23", WHOSE CHORD BEARS S.08°08'50"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 47.14'; THENCE TANGENT TO THE LAST CURVE, S.53°10'02"W., 69.65' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 164°49'23", WHOSE CHORD BEARS N.44°25'17"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 86.30' TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 54°02'44", WHOSE CHORD BEARS N.10°58'02"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 28.30' TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 87°42'40", WHOSE CHORD BEARS N.59°54'40"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 30.62' TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 52.30' AND A DELTA ANGLE OF 27°29'16", WHOSE CHORD BEARS S.62°29'22"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 25.09' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 95.85' AND A DELTA ANGLE OF 10°51'10", WHOSE CHORD BEARS S.54°10'19"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 18.16' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 63°04'56", WHOSE CHORD BEARS S.28°03'26"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 33.03' TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 44°47'00", WHOSE CHORD BEARS S.18°54'28"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 23.45' TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 30.00' AND A DELTA ANGLE OF 30°29'21", WHOSE CHORD BEARS S.26°03'18"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 15.96'; THENCE LEAVING SAID CURVE ON A NON TANGENT LINE, S.12°02'39"W., 32.59' TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 20.00' AND A DELTA ANGLE OF 96°05'01", WHOSE CENTER LIES S.80°21'22"E. AND WHOSE CHORD BEARS S.38°23'52"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 33.55'; THENCE LEAVING SAID CURVE ON A NON TANGENT LINE, S.00°11'20"W., 116.70' TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00' AND A DELTA ANGLE OF 10°18'26",

WHOSE CENTER LIES S.11°20'21"E. AND WHOSE CHORD BEARS N.83°48'51"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 17.99'; THENCE TANGENT TO THE LAST CURVE, N.88°58'04"E., 17.46'; THENCE S.00°24'07"E., 78.00'; THENCE S.88°58'04"W., 7.00' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00' AND A DELTA ANGLE OF 88°52'20", WHOSE CHORD BEARS S.44°31'55"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 38.78'; THENCE TANGENT TO THE LAST CURVE, S.00°05'45"W., 75.00'; THENCE S.89°54'15"E., 72.67'; THENCE S.00°11'20"W., 10.00'; THENCE S.89°54'15"E., 42.35'; THENCE S.00°05'45"W., 52.00'; THENCE N.89°54'15"W., 115.00'; THENCE S.00°05'45"W., 62.17' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 150.00' AND A DELTA ANGLE OF 43°27'00", WHOSE CHORD BEARS S.21°37'45"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 113.75' TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 325.00' AND A DELTA ANGLE OF 71°57'18", WHOSE CHORD BEARS S.07°22'37"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 408.15'; TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 625.00' AND A DELTA ANGLE OF 18°57'00", WHOSE CHORD BEARS S.19°07'32"W.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 206.71'; THENCE LEAVING SAID CURVE ON A NON RADIAL LINE, S.89°50'00"E., 126.22'; THENCE S.00°04'55"W., 20.34' TO THE SW CORNER, NW1/4, NE1/4 OF SAID SECTION 31, BEING MARKED BY A 4"X4" CONCRETE MONUMENT, SAID POINT ALSO BEING THE NW CORNER OF TRACT "G1", LEXINGTON, PHASE V, VI, VII, A SUBDIVISION BEING RECORDED IN PLAT BOOK 45, PAGE 14, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE LEAVING SAID EASTERN BOUNDARY OF WILLOW BEND PHASE IB, ALONG THE NORTH LINE OF SAID LEXINGTON, ALSO BEING THE SOUTH LINE OF THE NW1/4 OF THE NE1/4 OF SAID SECTION 31, S.89°51'47"E., 368.52'; THENCE N.00°08'13"E., 20.02'; THENCE N.64°25'29"E., 3.11'; THENCE N.00°10'00"E., 124.95'; THENCE S.89°53'15"E., 32.20'; THENCE N.00°06'45"E., 50.00' TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00' AND A DELTA ANGLE OF 90°02'46", WHOSE CHORD BEARS N.44°51'52"W.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 39.29'; THENCE TANGENT TO THE LAST CURVE, N.00°09'31"E., 82.07' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 75.00' AND A DELTA ANGLE OF 36°09'50", WHOSE CHORD BEARS N.18°14'26"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 47.34' TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.00' AND A DELTA ANGLE OF 36°09'50", WHOSE CHORD BEARS N.18°14'26"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 78.90'; THENCE TANGENT TO THE LAST CURVE, N.00°09'31"E., 538.49' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00' AND A DELTA ANGLE OF 90°01'49", WHOSE CHORD BEARS N.45°10'26"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 39.28'; THENCE LEAVING SAID CURVE ON A NON-RADIAL LINE, N.00°11'20"E., 50.00'; THENCE N.89°48'40"W., 42.39'; THENCE N.00°11'20"E., 115.00'; THENCE S.89°48'40"E., 77.03' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 540.00' AND A

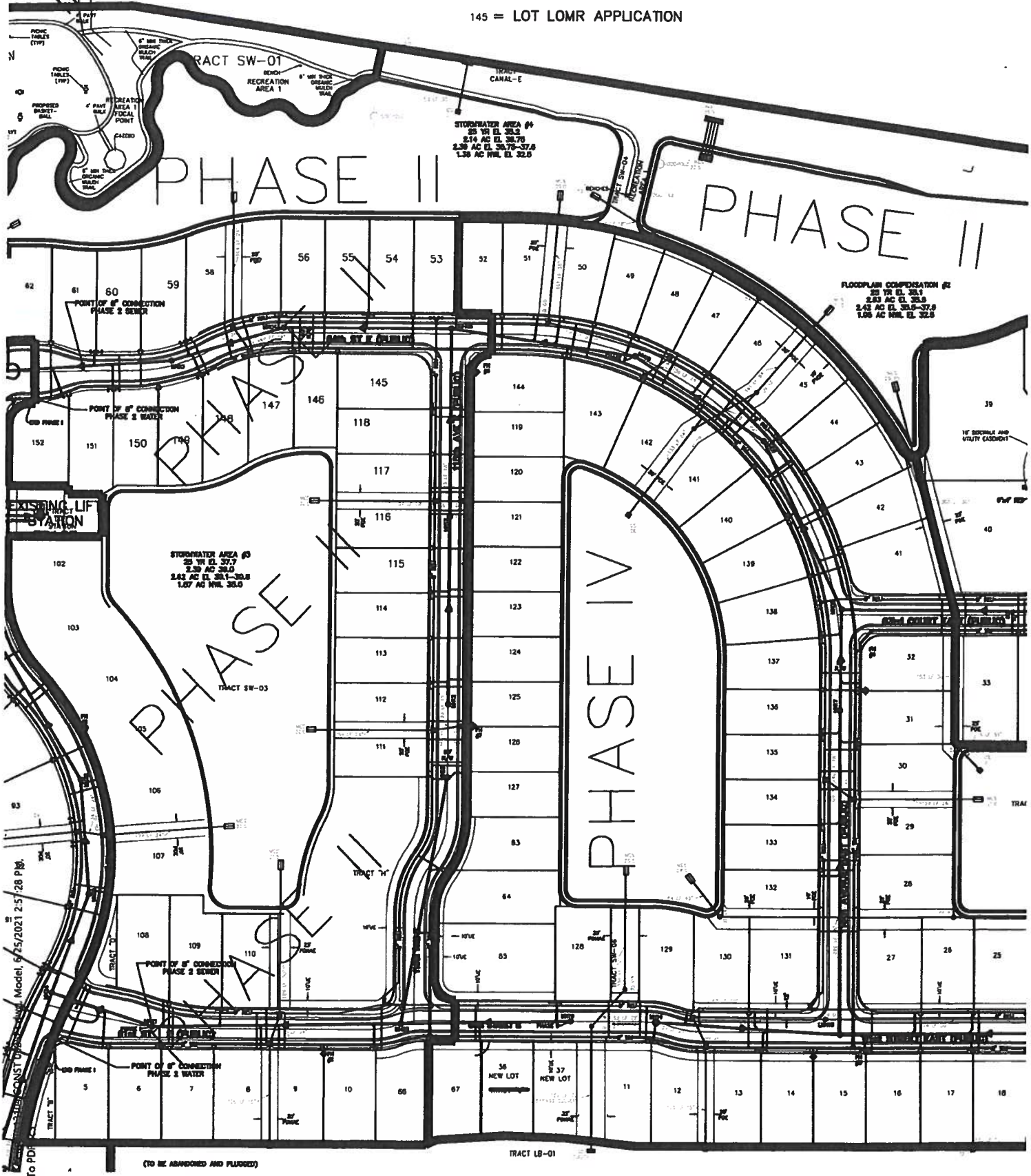
DELTA ANGLE OF 68°08'59", WHOSE CHORD BEARS S.55°44'10"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 642.30'; THENCE LEAVING SAID CURVE ON A NON RADIAL LINE, N.00°29'27"W., 189.96'; THENCE S.89°48'40"E., 20.33' TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 203.50' AND A DELTA ANGLE OF 25°12'18", WHOSE CHORD BEARS N.77°35'11"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 89.52' TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 191.50' AND A DELTA ANGLE OF 53°46'02", WHOSE CHORD BEARS S.88°07'57"E.; THENCE ALONG THE ARC OF SAID CURVE IN A CLOCKWISE DIRECTION, A DISTANCE OF 179.71' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 28.50' AND A DELTA ANGLE OF 119°11'45", WHOSE CHORD BEARS N.59°09'11"E.; THENCE ALONG THE ARC OF SAID CURVE IN A COUNTER CLOCKWISE DIRECTION, A DISTANCE OF 59.29'; THENCE TANGENT TO THE LAST CURVE, N.00°26'41"W., 97.82'; THENCE N.41°15'38"E., 24.77 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2472, PAGE 1823, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY LINE OF SAID LANDS, N.00°30'02"W., 50.55 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE ALONG THE NORTH LINE OF SAID LANDS IN OFFICIAL RECORDS BOOK 2472, PAGE 1823, N.81°13'14"W., 1022.86' TO THE POINT OF BEGINNING.

CONTAINING 852,400.565 SQUARE FEET, OR 19.568 ACRES, MORE OR LESS;
ALL OF THE ABOVE SUBJECT TO EASEMENTS, RESTRICTIONS AND/OR RIGHTS OF
WAY OF RECORD, IF ANY.

EXHIBIT B				
WILLOW BEND PHASE II		PN2010-0050		6/25/2021
Description	Quantity	Units		
<u>DRAINAGE</u>				
15" STORM SEWER-RCP	115	LF		
18" STORM SEWER-RCP	315	LF		
24" STORM SEWER-RCP	451	LF		
30" STORM SEWER-RCP	176	LF		
36" STORM SEWER-RCP	196	LF		
MITERED END SECTIONS - 18"	2	EA		
MITERED END SECTIONS - 24"	3	EA		
MITERED END SECTIONS - 30"	1	EA		
MITERED END SECTIONS - 36"	4	EA		
ENDWALL - 30"	1	EA		
QUAD ENDWALL - 36"	1	EA		
CURB INLET, INCLUDING THROAT	8	EA		
GRATED INLET	2	EA		
WEIR FPC-2W	1	EA		
WEIR RE3650B	1	EA		
ROCK RIP-RAP	250	SY		
CONTROL STRUCTURE - CS-04	1	EA		
<u>SANITARY SEWER</u>				
MANHOLE (6' - 8')	3	EA		
MANHOLE (8 - 10')	3	EA		
MANHOLE (14'-16')	1	EA		
MANHOLE (16' - 18')	3	EA		
6" SAN. SEWER - PVC-SDR26 (6' - 8' DEEP)	605	LF		
8" SAN. SEWER - PVC-SDR26 (8' - 10' DEEP)	673	LF		
8" SAN. SEWER - PVC-SDR26 (14' - 16' DEEP)	204	LF		
8" SAN. SEWER - PVC-SDR26 (16'-18' DEEP)	413	LF		
SANITARY SERVICES SINGLE	16	EA		
SANITARY SERVICES DOUBLE	20	EA		
<u>POTABLE WATER</u>				
8" PVC WATER MAIN DR18, INCLUDING FITTINGS AND BENDS	1853	LF		
8" GATE VALVES	6	EA		
WATER SERVICES SINGLE	9	EA		
WATER SERVICES DOUBLE	20	EA		
FIRE HYDRANTS ASSEMBLY, COMPLETE	3	EA		
BLOW-OFF ASSEMBLY - TEMPORARY	3	EA		
<u>REUSE WATER LINES</u>				
8" PVC REUSE MAIN DR18, INCLUDING FITTINGS AND BENDS	918	LF		
6" PVC REUSE MAIN DR18, INCLUDING FITTINGS AND BENDS	926	LF		
8" GATE VALVES	3	EA		
6" GATE VALVES	2	EA		
REUSE SERVICES SINGLE	7	EA		
REUSE SERVICES DOUBLE	16	EA		
BLOW-OFF ASSEMBLY - TEMPORARY	2	EA		

EXHIBIT C

145 = LOT LOMR APPLICATION



CARUR & ASSOCIATES Model: 6/25/2021 2:57:28 PM DWG To PDI

(TO BE ABANDONED AND FLOODED)

TRACT LB-01