

CERTIFICATE OF CLERK PLAT RECORDING

Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC:

THE FOLLOWING PLAT HAS BEEN RECORDED IN THE PUBLIC
RECORDS OF MANATEE COUNTY, FLORIDA:

CONDOMINIUM	
BOOK	PAGE(S)
SUBDIVISION	MANATEE LAST MILE
BOOK 72	PAGE(S) 69 THRU 73
OWNER OF RECORD:	MANATEE COUNTY PROPERTY OWNER, LLC
DRAINAGE PLANS	
BOOK	PAGE(S)
ROADS	
BOOK:	PAGE(S):

ANGELINA COLONNESO
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY:

Hailey Hoey
DEPUTY CLERK



Angelina "Angel" Colonnese
 Clerk of the Circuit Court of Manatee County Florida
 1115 Manatee Avenue West, Bradenton, Florida 34205
 P.O. Box 25400, Bradenton, Florida 34206
 Phone (941) 749-1800 - Fax (941) 741-4082
www.manateeclerk.com

Recorded By: hhoey
 Cashiered By: PSCOTT

Receipt#: 900444488 **Payee Name:** MASSIMO BOSSO
Receipt Date: 12/16/2021

Instrument(s): 202141166511-PLAT, 202141166512-NOTICE, 202141166513-AGREEMENT

Receipt Total:	\$237.50
Amount Tendered:	\$237.50
Overage:	\$0.00
Service Fee	\$0.00
Total PAID	\$237.50

Check \$237.50 CHECK # 6403

Amount Paid \$237.50

This service fee is charged by MyFloridaCounty.com. Your Credit Card Statement will display the vendor name of MyFloridaCounty.com for billing details. For Information on refunds or for general inquiries, please call customer support at (877) 326 8689.

Instrument: 202141166511 PLAT		
001000000341400	PLAT RECORD 1st PAGE	\$30.00
001000000341400	PLAT ADDITIONAL PAGE	\$60.00
Instrument Total:		\$90.00
Instrument: 202141166512 NOTICE		
001000000341100	RECORDING FEE \$5/\$4	\$17.00
199000000341150	PRMTF \$1/\$.50	\$2.50
001000000208911	PRMTF FACC \$.10	\$0.40
199000000341160	PRMTF CLERK \$1.90	\$7.60
001000000208912	PRMTF BCC \$2	\$8.00
Instrument Total:		\$35.50
Instrument: 202141166513 AGREEMENT		
001000000341100	RECORDING FEE \$5/\$4	\$53.00
199000000341150	PRMTF \$1/\$.50	\$7.00
001000000208911	PRMTF FACC \$.10	\$1.30
199000000341160	PRMTF CLERK \$1.90	\$24.70
001000000208912	PRMTF BCC \$2	\$26.00
Instrument Total:		\$112.00

DATE: 12/16/21

TO: **RECORDING DEPT.**

FROM: **ROBIN TOTH** *RT*
BOARD RECORDS, Ext. 4179

SUBJECT: **FINAL PLAT: Manatee Last Mile**
(Agenda Item 10)

RECORD:

- **Final Plat (5 pgs): \$90.00**
- **Mortgagee's Joinder (4 pgs): \$35.50**
- **Agmt for Public Development (13 pgs): \$112.00**

TOTAL: \$ 237.50

Check # *6403* **Bank** - *ATTACHED*

**** PLEASE RETURN PAPER DOCUMENTS & RECORDING**
INFORMATION TO ROBIN IN BOARD RECORDS.

Thank you!

*Manatee Last Mile
Subdivision 72
Pages 69 through 73*

HH



**MORTGAGEE'S JOINDER IN AND RATIFICATION OF
SUBDIVISION PLAT AND ALL DEDICATIONS AND RESERVATIONS THEREON**

UMB Bank, N.A., a national banking association, the owner and holder of that certain mortgage recorded as Instrument Number 202041140363 in the Public Records of Manatee County, Florida, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of Manatee Last Mile and described as follows:

(LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A")

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically joins in and ratifies said subdivision plat and all dedications and reservations thereon, and releases from the lien of said mortgage all (*streets, alleys, walks, thoroughfares, parks and other open spaces, required utilities, canals and drainage or other easements*) dedicated to or reserved for the public on said subdivision plat.

(Signature page and acknowledgement follow on next page)

ACCEPTED IN OPEN SESSION 12/14/21
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

MORTGAGEE'S JOINDER IN AND RATIFICATION OF
SUBDIVISION PLAT AND ALL DEDICATIONS
AND RESERVATIONS THEREON

Page 2

DATED, this 18th day of November, 2021.

WITNESSES:

Kelly Loonam
Witness Signature

Kelly Loonam
Type or Print Name

[Signature]
Witness Signature

Frank Gorman
Type or Print Name

[Signature]
Mortgagee Signature

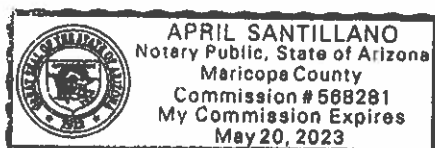
Stephen F. Loonam
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 18th day of November, 2021 by Stephen Loonam, Market Manager of UMB Bank, N.A., a national banking association, on behalf of the banking association. He is () personally known to me or () has produced Driver's license as identification

NOTARY STAMP:



[Signature]
(Signature of Person Taking Acknowledgment)

Approved and accepted for and on behalf of the County of Manatee,
Florida, this December 14 day of 2021



BOARD OF COUNTY
COMMISSIONERS OF
MANATEE COUNTY, FLORIDA


CHAIRMAN

ATTEST: Angelina Colonnese
Clerk of the Circuit Court

By: 
Deputy Clerk

EXHIBIT A

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1340.92 FEET TO A POINT ON THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 313.61 FEET TO THE POINT OF INTERSECTION WITH THE MONUMENTED WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2633, PAGE 7241, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.13 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 07 DEGREES 46 MINUTES 41 SECONDS EAST, WITH A CHORD LENGTH OF 23.05 FEET, WITH A DELTA ANGLE OF 16 DEGREES 33 MINUTES 56 SECONDS, ; THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2633 PAGE 7241; THENCE SOUTH 00 DEGREES 34 MINUTES 18 SECONDS WEST, A DISTANCE OF 1494.59 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 1345.21 FEET TO A POINT OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG SAID WEST LINE A DISTANCE OF 1779.84 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 61.20 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 23 SECONDS WEST A DISTANCE OF 69.41 FEET; THENCE NORTH 75 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 51.98 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TALLEVAST ROAD; THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.70 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 881.79 FEET TO A POINT ON THE MONUMENTED WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2633, PAGE 7241, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (6) SIX COURSES (1) SOUTH 76 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 81.69 FEET; (2) THENCE SOUTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 181.93 FEET; (3) THENCE SOUTH 70 DEGREES 02 MINUTES 37 SECONDS EAST, A DISTANCE OF 32.99 FEET; (4) THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 84.04 FEET; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FEET, WITH A RADIUS OF 114.00 FEET, WITH A CHORD BEARING OF SOUTH 41 DEGREES 03 MINUTES 05 SECONDS EAST, WITH A CHORD LENGTH OF 150.17 FEET, WITH A DELTA ANGLE OF 82 DEGREES 23 MINUTES 25 SECONDS,; (6) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 92.41 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 49 DEGREES 09 MINUTES 10 SECONDS EAST, WITH A CHORD LENGTH OF 87.36 FEET, WITH A DELTA ANGLE OF 66 DEGREES 11 MINUTES 02 SECONDS, TO THE POINT OF BEGINNING.

Manatee Last Mile Sarasota FL - Public Project w/Public Improvements
1)Improvement Costs Along Tallevast Road Including Turn Lanes
2)Spine Road Improvements Costs
3)Earthwork

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR DEVELOPMENT (NON-SUBDIVISION)
MANATEE LAST MILE SARASOTA FL**

This Agreement is entered into as of December 14, 2021, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), and Manatee County Property Owner, LLC, a Delaware 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 plat and develop the Property as a **Commercial** 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 **Manatee Last Mile Sarasota FL/PLN2105-0081**;

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

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements
1)Improvement Costs Along Tallevast Road Including Turn Lanes
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3)Earthwork

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 PLN2105-0081 (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

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

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3)Earthwork

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 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.

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

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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 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

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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 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

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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.

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.

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

1)Improvement Costs Along Tallevast Road Including Turn Lanes

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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):

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: Manatee County Property Owner, LLC
 533 South Third Street, Suite 100
 Minneapolis, MN 55415
 Attn: Casey Hankinson
 Email: Casey.Hankinson@RyanCompanies.com

With copy to: Ryan Companies US, Inc.
 533 South Third Street, Suite 100
 Minneapolis, MN 55415
 Attn: Debra Altschuler
 Email: Debra.Altshuler@RyanCompanies.com

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]

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

1)Improvement Costs Along Tallevast Road Including Turn Lanes

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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**

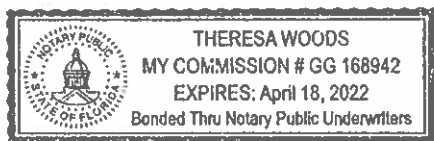
By: Board of County Commissioners

By: _____

County Administrator 12/14/21

STATE OF FLORIDA
COUNTY OF MANATEE

This instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of Dec, 2021 by Scott Hopes (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.



Notary Public Signature

Printed Name

[Notary Seal/Stamp]

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

1)Improvement Costs Along Tallevast Road Including Turn Lanes

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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

Billie J. Byler
Print name: Billie J. Byler
John Bentley
Print name: John Bentley

Manatee County Property Owner, LLC
a Delaware limited liability company

By: Ryan Companies US, Inc., its Sole
Member

By: [Signature]
Print Name: Douglas Dieck
as its: President, Southeast Region

201 N FRANKLIN ST. #3500

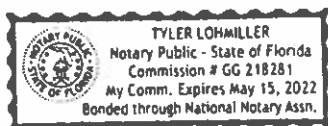
Postal Address

TAMPA, FLORIDA 33602
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [X] physical presence or []
online notarization this 17th day of NOVEMBER, 2024, by Douglas Dieck as
President, Southeast Region of Ryan Companies US, Inc., Sole Member of Manatee County
Property Owner, LLC, a Delaware limited liability company, on behalf of the company. He/she
is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC Signature
TYLER LOHMILLER
Printed Name

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements

1)Improvement Costs Along Tallevast Road Including Turn Lanes

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EXHIBIT "A"
DESCRIPTION OF PROPERTY

DESCRIPTION:

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1340.92 FEET TO A POINT ON THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 314.97 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE TALLEVAST COMMERCE CENTER, AS RECORDED IN PLAT BOOK 71, PAGE 28 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE COURSE (3), (1) WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 21.72 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 07 DEGREES 14 MINUTES 30 SECONDS EAST, WITH A CHORD LENGTH OF 21.65 FEET, WITH A DELTA ANGLE OF 15 DEGREES 33 MINUTES 17 SECONDS;; (2) THENCE SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST A DISTANCE OF 5.00 FEET; (3) THENCE SOUTH 00 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 1494.59 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 1345.77 FEET TO A POINT OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG SAID WEST LINE A DISTANCE OF 1779.84 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 61.20 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 23 SECONDS WEST A DISTANCE OF 69.41 FEET; THENCE NORTH 75 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 51.98 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TALLEVAST ROAD; THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.70 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 882.52 FEET TO THE NORTHWEST CORNER OF SAID TALLEVAST COMMERCE CENTER;; THENCE ALONG SAID WESTERLY LINE OF SAID TALLEVAST COMMERCE CENTER, THE FOLLOWING (6) SIX COURSES (1) SOUTH 76 DEGREES 12 MINUTES 03 SECONDS EAST, A DISTANCE OF 80.69 FEET; (2) THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, A DISTANCE OF 181.93 FEET; (3) THENCE SOUTH 70 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 32.99 FEET; (4) THENCE SOUTH 00 DEGREES 10 MINUTES 19 SECONDS WEST, A DISTANCE OF 84.04 FEET;)5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.92 FEET, WITH A RADIUS OF 114.00 FEET, WITH A CHORD BEARING OF SOUTH 41 DEGREES 01 MINUTES 19 SECONDS EAST, WITH A CHORD LENGTH OF 150.16 FEET, WITH A DELTA ANGLE OF 82 DEGREES 23 MINUTES 09 SECONDS;; (6) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 93.83 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 48 DEGREES 37 MINUTES 05 SECONDS EAST, WITH A CHORD LENGTH OF 88.54 FEET, WITH A DELTA ANGLE OF 67 DEGREES 11 MINUTES 51 SECONDS, TO THE POINT OF BEGINNING. HAVING AN AREA OF 2384431.80 SQUARE FEET, 54.739 ACRES

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements
1)Improvement Costs Along Tallevast Road Including Turn Lanes
2)Spine Road Improvements Costs
3)Earthwork

EXHIBIT "B-1"
IMPROVEMENTS

	Improvement	Estimated Cost
1	Improvement Costs Along Tallevast Road Including Turn Lanes	\$1,838,737.73
2	Spine Road Improvements Costs	\$1,634,881.04
3	Earthwork	\$145,028.81
4		\$
5		\$

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements
1)Improvement Costs Along Tallevast Road Including Turn Lanes
2)Spine Road Improvements Costs
3)Earthwork

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

Manatee Last Mile Sarasota Fl - Public Project w/Public Improvements
1)Improvement Costs Along Tallevast Road Including Turn Lanes
2)Spine Road Improvements Costs
3)Earthwork

EXHIBIT "C"
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	Surety Bond No. 107468303 issued by Travelers Casualty and Surety Company of America	\$1,838,737.73
2	Surety Bond No. 107468304 issued by Travelers Casualty and Surety Company of America	\$1,634,881.04
3	Surety Bond No. 107468302 issued by Travelers Casualty and Surety Company of America	\$145,028.81
4		\$
5		\$

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") **BOND NO. 107468303**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Ryan Companies US, Inc. as Principal, and Travelers Casualty and Surety Company of America, 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 \$ 1,838,737.73 (Numbers) One Million Eight Hundred Thirty Eight Thousand Seven Hundred Thirty Seven and 73/100 (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 Public 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 12/14/21 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Manatee Last Mile Sarasota FL - Improvement costs along Tallevast Road including Turn Lanes (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", 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 alterations, 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 "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Manatee Last Mile Sarasota FL - Improvement
costs along Tallevast Road including Turn Lanes
(Name of Project)
BOND NO. 107468303

Page 1 of 3

ACCEPTED IN OPEN SESSION 12/14/21
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

SIGNED AND SEALED this 30th day of September, 20 21

Travelers Casualty and Surety Company of America

By: C. White Surety Company Name

Signature - As its Agent

Colby D. White, Attorney-in-Fact

Print Name & Title

One Tower Square

Address

Hartford, CT 06183

City

State

Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Nicole Stillings

Print Name

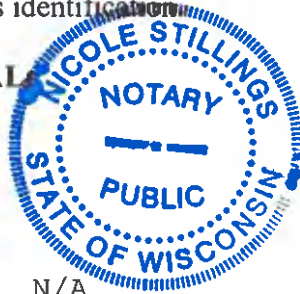
NOTARY ACKNOWLEDGMENT

STATE OF: Wisconsin

COUNTY OF Dane

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of September, 20 21, by Colby D. White as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL



Notary Public

Nicole Stillings

Print Name of Notary

Commission No. N/A

My Commission Expires: 09/19/2022

DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Jane Doherty
Witness

FOR:

Improvement costs along Tallevast Road including Turn Lanes

BOND NO. 107468303

Ryan Companies US, Inc.

Developer

Jane DeKraay
Type or Print Name

Witness

Type or Print Name

BY: [Signature]
Signature
Patrick Daly, V.P. Real Estate Dev
Type or Print Name

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

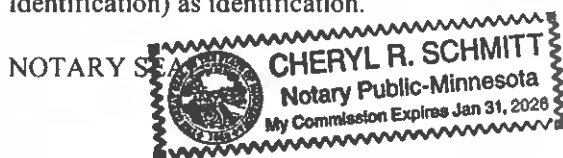
Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Minnesota
COUNTY OF: Hennepin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 6 day of October, 2021, by Patrick Daly, as V.P. Real Estate (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced N/A (Type of Identification) as identification.



[Signature]
Notary Public
Cheryl R. Schmitt
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 14th day of December, 2021.

MANATEE COUNTY

A political subdivision of the State of Florida

By: [Signature] Board of County Commissioners

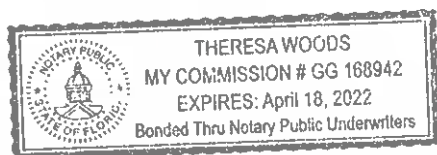
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 15 day of Dec, 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:



[Signature]
Notary Public

Print Name of Notary



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COLBY WHITE** of **MINNEAPOLIS**, **Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **September**, **2021**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") **BOND NO. 107468304**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Ryan Companies US, Inc. as Principal, and Travelers Casualty and Surety Company of America, 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 \$ 1,634,881.04 (Numbers) One Million Six Hundred Thirty Four Thousand Eight Hundred Eighty One and 04/100 (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 Public 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 12/14/21 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Manatee Last Mile Sarasota FL - Spine Road Improvement Costs (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", 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 alterations, 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 "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Manatee Last Mile Sarasota FL - Spine Road Improvement Costs
(Name of Project)

BOND NO. 107468304

SIGNED AND SEALED this 30th day of September, 20 21

Travelers Casualty and Surety Company of America

By: C. White Surety Company Name

Signature - As its Agent

Colby D. White, Attorney-in-Fact

Print Name & Title

One Tower Square

Address

Hartford, CT 06183

City

State

Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Nicole Stillings

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Wisconsin

COUNTY OF Dane

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 30th day of September, 20 21, by Colby D. White as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:



Signature
Notary Public

Nicole Stillings

Print Name of Notary

Commission No. N/A

My Commission Expires: 09/19/2022

DEVELOPER SIGNATURE FORM

FOR: Spine Road

Improvement Costs

BOND NO. 107468304

WITNESSES OR CORPORATE SEAL:

Jane DeKraay
Witness
Jane DeKraay

Ryan Companies US, Inc.
Developer

BY: Signature

Type or Print Name

Witness

Type or Print Name

Signature
Patrick Daly, VP Real Estate Development
Type or Print Name

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

Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Minnesota
COUNTY OF: Hennepin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 16 day of October, 2021, by Patrick Daly, as VP of Real Estate (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced n/a (Type of Identification) as identification.

NOTARY SEAL:



Cheryl R. Schmitt
Notary Public
Cheryl R. Schmitt
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 14th day of December, 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 by means of [X] physical presence or [] online notarization this 15 day of Dec, 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:



[Signature]
Notary Public

Print Name of Notary



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COLBY WHITE** of **MINNEAPOLIS**, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **September**, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") BOND NO. 107468302

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Ryan Companies US, Inc., as Principal, and Travelers Casualty and Surety Company of America, 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 \$ 145,028.81 (Numbers) One Hundred Forty Five Thousand Twenty Eight and 81/100 (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 Public 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 12/14/21 (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Manatee Last Mile Sarasota FL - Earthwork (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", 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 alterations, 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 "Agreement for Public Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Manatee Last Mile Sarasota FL - Earthwork
(Name of Project)
BOND NO. 107468302

SIGNED AND SEALED this 30th day of September, 20 21

Travelers Casualty and Surety Company of America

By: C. White Surety Company Name

Signature - As its Agent

Colby D. White, Attorney-in-Fact

Print Name & Title

One Tower Square

Address

Hartford, CT 06183

City

State

Zip

WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Nicole Stillings

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Wisconsin

COUNTY OF Dane

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization this 30th day of September, 20 21, by Colby D. White as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identifier.

NOTARY SEAL



Signature
Notary Public

Nicole Stillings

Print Name of Notary

Commission No. N/A

My Commission Expires: 09/19/2022

DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

Jane DeGraay
Witness
Jane DeGraay
Type or Print Name

FOR: Earthwork

BOND NO. 107468302

Ryan Companies US, Inc.
Developer

BY: Signature

Witness

Patrick Daly, VP Real Estate Development
Type or Print Name

Type or Print Name

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

Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Minnesota
COUNTY OF: Hennepin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of October, 2021, by Patrick Daly, as VP Real Estate (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced n/a (Type of Identification) as identification.

NOTARY SEAL:



Cheryl R. Schmitt
Notary Public
Cheryl R. Schmitt
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 14th day of December, 2021.

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
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 15 day of Dec, 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:



Theresa Woods
Notary Public

Print Name of Notary



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COLBY WHITE** of **MINNEAPOLIS**, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **September**, **2021**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Approved in Open Session 12/14/21
Manatee County
Board of County Commissioners

Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

APPROVAL OF FINAL PLAT AND ASSOCIATED DOCUMENTS FOR MANATEE LAST MILE

Category

CONSENT AGENDA

PLAT BOOK: 72

PAGES: 69-73

Briefings

None

Contact and/or Presenter Information

Susan Angersoll, Senior Planning and Zoning Technician, (941)748-4501 x3934

Action Requested

1. Execute and Record Final Subdivision Plat;
2. Accept, Execute, and Record Mortgagee's Joinder in and Ratification of Subdivision Plat and All Dedications and Reservations Thereon for Manatee Last Mile by UMB Bank;
3. Authorize the County Administrator to accept, execute, and record Agreement for Public Development (Non-Subdivision), Manatee Last Mile from Manatee County Property Owner, LLC;
4. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Manatee Last Mile - Surety Bond No. 107468303 issued through Travelers Casualty and Surety Company of America for \$1,838,737.73;
5. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Manatee Last Mile - Surety Bond No. 107468304 issued through Travelers Casualty and Surety Company of America for \$1,634,881.04;
6. Authorize the County Administrator to accept and execute Surety Bond for Performance of Required Improvements, Manatee Last Mile - Surety Bond No. 107468302 issued through Travelers Casualty and Surety Company of America for \$145,028.81.

Enabling/Regulating Authority

- MANATEE COUNTY LAND DEVELOPMENT CODE ORDINANCE 15-17, AS AMENDED;
- MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS. The project has

been issued a Certificate of Level of Service for Traffic Circulation, mass transit, drainage, solid waste, potable water, sanitary sewer. Objective 2.4.2 Concurrency, CLOS 20-74

Background Discussion

- This Final Plat consists of 1 non-residential lot in Manatee Last Mile.
- The site is in the Light Manufacturing Zoning District in Commission District 4.
- This project is generally located south of Tallevast Road, just west of US 301.
- The Developer has posted Surety Bonds to warrant Public Improvements – Improvement costs along Tallevast Road, including turn lanes, spine road improvements costs, earthwork.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

1. Please send the Plat Book and Page numbers to: susan.angersoll@mymanatee.org
2. Please send the Plat Book and Page numbers to: kevin.oatman@mymanatee.org
3. Please send the Plat Book and Page numbers to: todd.boyle@mymanatee.org
4. Please send the Plat Book and Page numbers to: joy.leggettmurphy@mymanatee.org
5. Please Record all financial agreements associated with this plat per Ordinance 14-02
6. Please include recording receipt for each separate agreement
7. Please Notify Public Works Department, Fiscal Management Division, Bond Coordinator, when original agreements and securities are ready for pick up:
brandy.wilkins@mymanatee.org Also to: Max Bosso, Ryan Communities @
max.bosso@ryancompanies.com, 12/16/21, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



Form D1 - Affidavit of Ownership/Agent Authorization Form

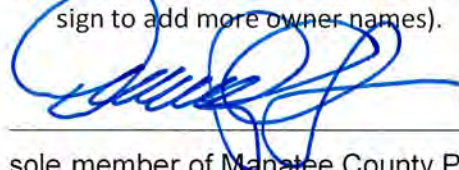
Property Owner (Company or Individual): MANATEE COUNTY PROPERTY OWNER LLC

Mailing Address: 533 SOUTH THIRD ST STE 100, MINNEAPOLIS MN 55415

Officer's Name and Title: Doug Dieck - VP of Ryan Companies US, Inc., sole member of Manatee County Property Owner, LLC

Being first duly sworn, depose(s) and say(s):

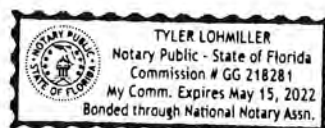
1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: See attached Exhibit A
2. That this property constitutes the property for which a request for (Type of Application Approval Requested): Final Plat is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint Salvatore G. DePaolis - WRA, LLC as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct (Click on the plus (+) sign to add more owner names).

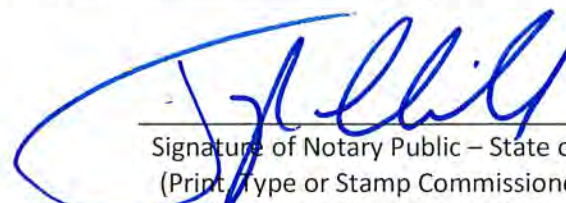

_____/VP of Ryan Companies US, Inc.,
sole member of Manatee County Property Owner, LLC

Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of MAY (month), 2021 (year), by DOUG DIECK (name of person acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification.





Signature of Notary Public – State of Florida
(Print, Type or Stamp Commissioned Name
Of Notary Public to the Left of Signature)

EXHIBIT A

LEGAL DESCRIPTION

SKETCH OF DESCRIPTION

SHEET 1 OF 2

A PORTION OF SECTION 31 TOWNSHIP 35 SOUTH,
RANGE 18 EAST, MANATEE COUNTY, FLORIDA
(SKETCH IS NOT A SURVEY)

DESCRIPTION:

A PORTION THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S 00°25'39" W, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, A DISTANCE OF 31.38' TO THE SOUTH LINE OF THE COUNTY MAINTAINED RIGHT OF WAY OF TALLEVAST ROAD AS RECORDED IN ROAD PLAT BOOK 8, PAGE 64 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING. THENCE S 89°42'17" E, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 874.32'; THENCE S 76°12'01" E A DISTANCE OF 80.64'; THENCE S 89°37'55" E A DISTANCE OF 181.95'; THENCE S 70°04'39" E A DISTANCE OF 32.99'; THENCE S 00°06'31" W A DISTANCE OF 84.04'; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93', WITH A RADIUS OF 114.00', WITH A CHORD BEARING OF S 41°05'07" E, WITH A CHORD LENGTH OF 150.17', WITH A DELTA ANGLE OF 82°23'25"; THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 115.54', WITH A RADIUS OF 80.00', WITH A CHORD BEARING OF S 40°54'14" E, WITH A CHORD LENGTH OF 105.76', WITH A DELTA ANGLE OF 82°44'58"; THENCE S 89°31'43" E A DISTANCE OF 5.00'; THENCE S 00°28'17" W A DISTANCE OF 1494.57'; THENCE N 89°34'23" W A DISTANCE OF 1339.52' TO A POINT OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE N 00°25'40" E, ALONG SAID WEST LINE, A DISTANCE OF 1779.84'; THENCE N 89°38'29" W A DISTANCE OF 130.62'; THENCE N 75°10'59" W A DISTANCE OF 51.98'; THENCE N 87°14'18" W A DISTANCE OF 120.84' TO A POINT OF THE SOUTH RIGHT OF WAY LINE OF SAID TALLEVAST ROAD; THENCE S 89°39'02" E, ALONG SAID SOUTH LINE, A DISTANCE OF 301.70'; TO THE POINT OF BEGINNING, HAVING AN AREA OF 2371311.7 SQUARE FEET, 54.44 ACRES

WATER RESOURCE ASSOCIATES, LLC

7978 Cooper Creek Blvd.
University Park, Florida 34201
Phone: 941.275.9721 Fax: 941.275.9729
www.wraengineering.com LB 8274

Robert S Flanary
Digitally signed by Robert S Flanary
Date: 2010.09.30 10:03:14 -0400

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH- SECTION
LINE OF SECTION 30, AS BEING SOUTH- 89°40'31" EAST

ROBERT S. FLANARY, P.S.M. DATE
Florida Surveyor's Registration No. 5677
REVISION DATE

OVERALL BOUNDARY

SKETCH IS NOT A SURVEY

PARCEL NO. 2006300059 AND 2006500009 NOW AND FORMERLY	DRAWN	RSF	DATE: 9/30/20	SCALE: N.T.S.
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	CHECKED	RSF	DATE: 9/30/20	JOB NUMBER S1860

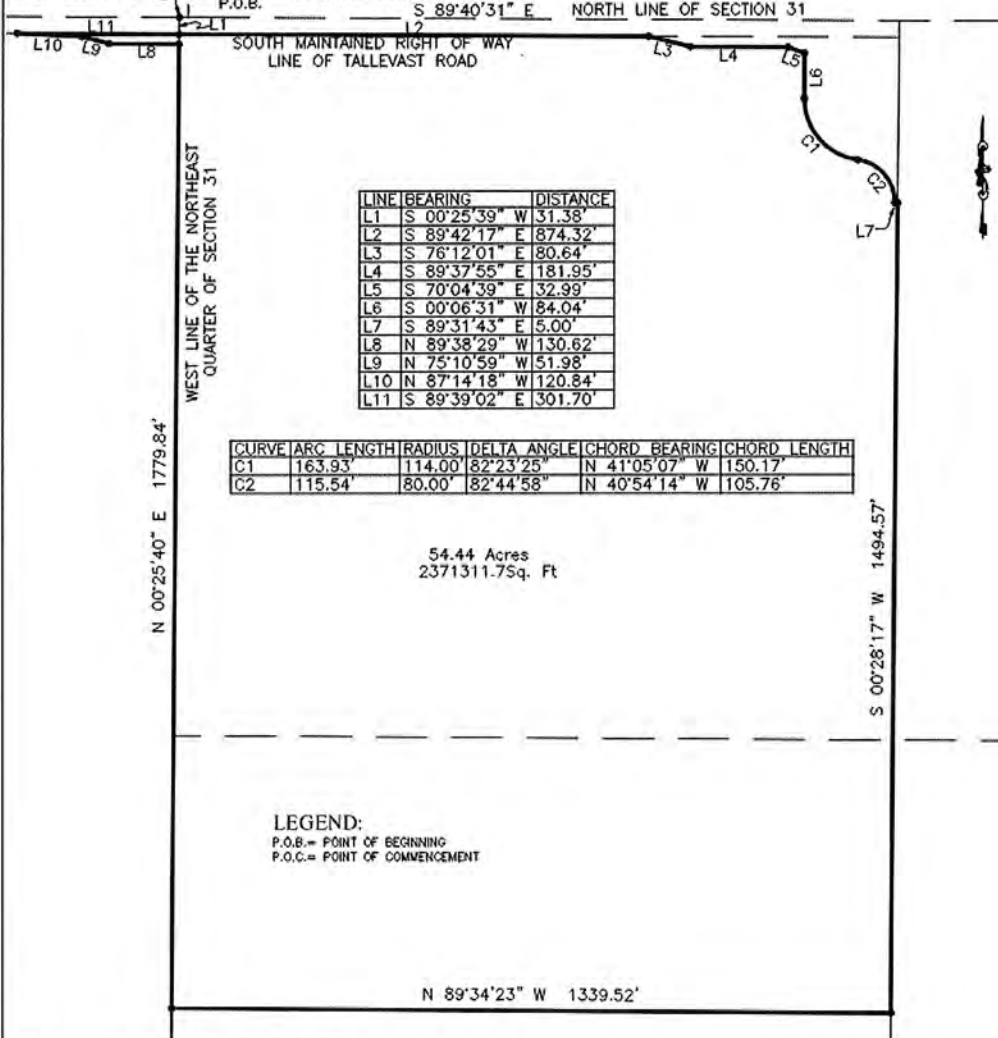
SKETCH OF DESCRIPTION

SHEET 2 OF 2

A PORTION OF SECTION 31 TOWNSHIP 35 SOUTH,
RANGE 18 EAST, MANATEE COUNTY, FLORIDA
(SKETCH IS NOT A SURVEY)

P.O.C.
NORTHWEST CORNER
THE NORTHEAST QUARTER
OF SECTION 31

TALLEVAST ROAD



LEGEND:
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT

WATER RESOURCE ASSOCIATES. LLC

7978 Cooper Creek Blvd.
University Park, Florida 34201
Phone: 941.275.9721 Fax: 941.275.9729
www.wraengineering.com LB 8274

Robert S Flanary Digitally signed by Robert S Flanary
Date: 2020.09.30 10:00:45 -0400

ROBERT S. FLANARY, P.S.M.
Florida Surveyor's Registration No. 5677
REVISION DATE

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH SECTION
LINE OF SECTION 30, AS BEING SOUTH 89°40'31" EAST.

OVERALL BOUNDARY

SKETCH IS NOT A SURVEY

PARCEL NO. 2006300059 AND 2006500009
NOW AND FORMERLY

DRAWN RSF DATE: 9/30/20

SCALE:
N.T.S.

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

CHECKED RSF DATE: 9/30/20

JOB NUMBER
S1860

CONCURRENCY CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE**Public Works Department
Manatee County, Florida**

Public facilities must serve land development adequately according to adopted level-of-service standards. This certificate verifies adequacy or exemption and will reserve impacts unless expired. It offers no other assurance, does not approve any development order and does not grant any development rights. It applies only to the identified proposed project and must accompany development order(s) for the project.

Date Issued: November 10, 2020 **Expiration Date:** November 10, 2023
Certificate Number: CLOS-20-074
Project Name: Manatee Last Mile – Project Uplift
Project File No.: FSP-20-63
Type of Development Order: Final Site Plan
Location: Sec.: 31 **Twp.:** 35 **Range:** 18 **Land Acres:** 54.36
DP# 2006300059 **Wastewater Treatment Plant:** SW
Address: 2400 Tallevast Road, SCT

MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE?

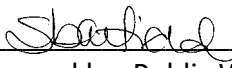
YES XX **NO** _____

The TIA has identified four access related improvements which were directly attributed to project impacts. The site-related improvements, which will improve traffic ingress and egress to the proposed site, are listed below:

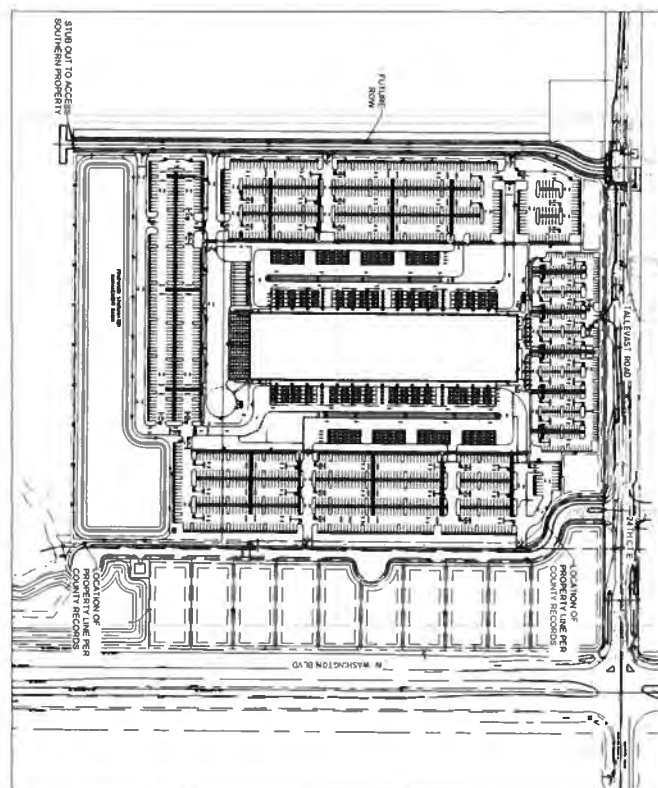
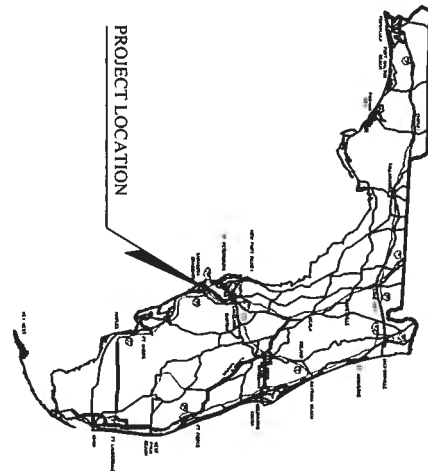
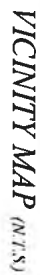
1. Tallevast Road at Project Driveway A (future spine road):
 - a. Construct a 12-foot wide eastbound right-turn lane. The eastbound right-turn lane shall be 195 feet in length including a 50-foot queue and a 145-foot deceleration and taper and constructed in accordance with FDOT Design Standards (Index 711-001).
 - b. Construct a 12-foot wide westbound left-turn lane. The westbound left-turn lane shall be 195 feet in length including a 50-foot queue and a 145-foot deceleration and taper and constructed in accordance with FDOT Design Standards (Index 711-001).
 - c. Signalize the intersection
2. Tallevast Road at Project Driveway B (MCAT west access):
 - a. Construct a 12-foot wide westbound left-turn lane. The westbound left-turn lane shall be 195 feet in length including a 50-foot queue and a 145-foot deceleration and taper and constructed in accordance with FDOT Design Standards (Index 711-001).

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:



Approved by: Public Works Dept., Transportation Planning Division
(Traffic circulation, mass transit, drainage, solid waste, potable water, sanitary sewer)
* 201,475 sq. ft. distribution warehouse and office



EXHIBIT



**MANATEE LAST MILE
PROJECT UPLIFT**

200 SCALE DRAWING



Engineering ~ Environmental
Water Resource ~ Survey

438 W. Lindbergh Ave.
Tampa, Florida 33634

www.wrcengineering.com
CA 00007652 LB 8274
Phone: 813.265.3130 941.358.3824

ISSUED FOR CONSTRUCTION

JOBS # 1460 SEC 31 TWN 31S RANG 18S DESIGNED SOD DRAWN /D APPROVED RGD

REVISIONS		
24	06/06/2021	FALL ASSET STRIPPING REVISION
23	08/24/2021	REVISED LANDING AREA AND IRRIGATION PLAN
22	06/04/2021	REVISED GRADING AT SELECT RAMPS PER RFL-11
21	06/04/2021	REVISED BULK RACK, SMOKEHOUSE EYEWALL LOADING
NO.	DATE	DESCRIPTION

28-02-2021	TALLIN VASI STRIPPING REVISION	SGD
27-08-2021	REVISIO LANCING AP. AND PROTECTION PLAN	JSR
26-06-2021	REVISIO GRATING AT SELECT RAMP FOR ROLL-UP	SGD
25-06-2021	REVISIO HIRE BACK, SMOKE STN. VAX LANCING	SGD
NO. 11472	1150 REVISION	JSR

SECTION 31 TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

JCB	1-2-8-7-6		000000	I
AB	33VQ		MOSGAJIB	OH

OF 1
7
SHEET



PLAT PROPERTY INFORMATION REPORT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Old Republic National Title Company- Minneapolis Commercial Division
Barbara Chirinos
400 Second Avenue South
Minneapolis, MN 55401

Attention: _____

Re: ORT # 21039219

This is to certify that we have searched the public records of Manatee County, Florida, through March 15, 2021 @ 5:00 p.m. to the extent the same are maintained in the Office of the Clerk of the Circuit Court, on the property described in the caption of the proposed plat of:

Manatee Last Mile

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in Manatee County Property Owner, LLC, a Delaware limited liability company, by virtue of:

1. Warranty Deed by Ida Schmid Thomas, individually, and as Personal Representative of the Estate of Walter Schmid, Jr., deceased, and Thomas W. Harrison and Burdette Parent, Jr., as Trustees of the Ida Schmid Thomas Revocable Trust Under Agreement Dated May 14, 1982, as amended and restated on December 11, 2018, Grantor(s), and Manatee County Property Owner, LLC, a Delaware limited liability company, Grantee(s), recorded December 17, 2020, in O.R. Instrument No. 202041140362, of the Public Records of Manatee County, Florida.
2. Quit Claim Deed by Swift Holdings, LLC, a Florida limited liability company, Grantor(s), and Manatee County Property Owner, LLC, a Delaware limited liability company, Grantee(s), recorded December 17, 2020, in O.R. Instrument No. 202041140356, of the Public Records of Manatee County, Florida

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

3. Construction Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Manatee County Property Owner, LLC, a Delaware limited liability company, to UMB Bank, N.A., dated December 16, 2020, recorded December 17, 2020, in O.R. Instrument No. 20200140363, Public Records of Manatee County, Florida, in the principal amount of \$53,841,500.00.
4. Assignment of Leases and Rents from Manatee County Property Owner, LLC, a Delaware limited liability company, to UMB Bank, N.A., dated December 16, 2020, recorded December 17, 2020, in O.R. Instrument No. 20200140364, Public Records of Manatee County, Florida.
5. UCC Financing Statement from Manatee County Property Owner, LLC, a Delaware limited liability company, Debtor, to UMB Bank, N.A., Secured Party, recorded December 17, 2020, in O.R. Instrument No. 20200140365, Public Records of Manatee County, Florida.
6. Notice of Commencement, recorded December 17, 2020, in O.R. Instrument No. 20200140366, Public Records of Manatee County, Florida.
7. Memorandum of Agreement of Purchase and Sale, by and between Manatee County Property Owner, LLC, a Delaware limited liability company, Seller, and CPUS Three Lakes, LP, a Delaware limited partnership, recorded January 31, 2021, in O.R. Instrument No. 202141004615, Public Records of Manatee County, Florida.

Other Encumbrances Affecting Title:

8. Terms, conditions, covenants and easement in Declaration of Access Easements, recorded December 17, 2020, in O.R. Instrument No. 202041140358, Public Records of Manatee County, Florida.
9. Terms, conditions, covenants and easement in Drainage Easement Agreement, recorded December 17, 2020, in O.R. Instrument No. 202041140359, Public Records of Manatee County, Florida.

151 Southhall Lane Suite #250 Maitland FL 32751

Phone: 407-647-1915 Fax:

10. Terms, covenants, conditions and other matters contained in the Lease dated December 15, 2020, by and between Manatee County Property Owner, LLC, a Delaware limited liability company, as Landlord and Amazon.com Services LLC, a Delaware limited liability company, as Tenant, as evidenced by Memorandum of Lease recorded December 29, 2020, in O.R. Instrument No. 202041144909, of the Public Records of Manatee County, Florida.
11. Subordination, Non-Disturbance and Attornment Agreement recorded in O.R. Instrument No. 202041144910, Public Records of Manatee County, Florida.
12. Easement to Florida Power & Light Company, recorded in O.R. Instrument No. 202141017940, Public Records of Manatee County, Florida.

Real Estate Property Taxes:

Newly assigned Parcel Number: 2006300159, was not billed/taxed for 2020 Tax Year;
2020 Taxes are PAID- Gross Amount: \$3,400.61, Parcel Number: 2006300059(underlying)
2020 Taxes are PAID- Gross Amount: \$809.82 Parcel Number: 2006500009(underlying)
2020 Taxes are PAID- Gross Amount: \$921.08 Parcel Number: 2007300003(underlying)

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BY: _____

Authorized Signature

A handwritten signature in black ink, appearing to be "E. J. [unclear]", written over a horizontal line.

EXHIBIT A

A PORTION OF LAND LYING IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 42 MINUTES 17 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1340.92 FEET TO A POINT ON THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 00 DEGREES 28 MINUTES 17 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 313.61 FEET TO THE POINT OF INTERSECTION WITH THE MONUMENTED WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2633, PAGE 7241, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE EAST LINE OF NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE, WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 23.13 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 07 DEGREES 46 MINUTES 41 SECONDS EAST, WITH A CHORD LENGTH OF 23.05 FEET, WITH A DELTA ANGLE OF 16 DEGREES 33 MINUTES 56 SECONDS, ; THENCE SOUTH 89 DEGREES 29 MINUTES 41 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT ON THE EAST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2633 PAGE 7241; THENCE SOUTH 00 DEGREES 34 MINUTES 18 SECONDS WEST, A DISTANCE OF 1494.59 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 23 SECONDS WEST, A DISTANCE OF 1345.21 FEET TO A POINT OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00 DEGREES 25 MINUTES 39 SECONDS EAST, ALONG SAID WEST LINE A DISTANCE OF 1779.84 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 57 SECONDS WEST, A DISTANCE OF 61.20 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 23 SECONDS WEST A DISTANCE OF 69.41 FEET; THENCE NORTH 75 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 51.98 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 18 SECONDS WEST, A DISTANCE OF 120.84 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TALLEVAST ROAD; THENCE SOUTH 89 DEGREES 39 MINUTES 02 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 301.70 FEET TO THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE AND THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 89 DEGREES 42 MINUTES 17 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 881.79 FEET TO A POINT ON THE MONUMENTED WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2633, PAGE 7241, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING (6) SIX COURSES (1) SOUTH 76 DEGREES 13 MINUTES 49 SECONDS EAST, A DISTANCE OF 81.69 FEET; (2) THENCE SOUTH 89 DEGREES 44 MINUTES 03 SECONDS EAST, A DISTANCE OF 181.93 FEET; (3) THENCE SOUTH 70 DEGREES 02 MINUTES 37 SECONDS EAST, A DISTANCE OF 32.99 FEET; (4) THENCE SOUTH 00 DEGREES 08 MINUTES 33 SECONDS WEST, A DISTANCE OF 84.04 FEET; (5) THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 163.93 FEET, WITH A RADIUS OF 114.00 FEET, WITH A CHORD BEARING OF SOUTH 41 DEGREES 03 MINUTES 05 SECONDS EAST, WITH A CHORD LENGTH OF 150.17 FEET, WITH A DELTA ANGLE OF 82 DEGREES 23 MINUTES 25 SECONDS,; (6) THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 92.41 FEET, WITH A RADIUS OF 80.00 FEET, WITH A CHORD BEARING OF SOUTH 49 DEGREES 09 MINUTES 10 SECONDS EAST, WITH A CHORD LENGTH OF 87.36 FEET, WITH A DELTA ANGLE OF 66 DEGREES 11 MINUTES 02 SECONDS, TO THE POINT OF BEGINNING.

Real Estate Details

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PROPERTY DETAIL					
MANATEE COUNTY PROPERTY OWNER LLC 533 SOUTH THIRD ST STE 100 MINNEAPOLIS, MN 55415 REAL ESTATE PROPERTY ID #: 2006300209 TAX YEAR: 2021 ▼					
PROPERTY ADDRESS: 7925 21ST ST E STATUS: Paid					
LEGAL DESCRIPTION: THE NW 1/4 OF THE NE 1/4 AND A PORTION OF THE SW 1/4 OF THENE 1/4 OF SEC 31, TWN 35S, RNG 18E, MANATEE COUNTY, FL BEINGMORE PARTICULARLY DESC AS (CONTINUED ON TAX ROLL)Full Legal					
PRIOR YEARS DUE:					
Market Value:					1,748,119
Assessed Value:					1,748,119
EXEMPTIONS:					
EI CORRECTION:					
AD VALOREM TAX:					
Taxing Authority	Assessed Value	Exemptions	Taxable Value	Millage Rate	Taxes Levied
MANATEE COUNTYWIDE OPERATING	1,748,119.00	0.00	1,748,119.00	5.1442	8,992.67
TRANSPORTATION TRUST FUND	1,748,119.00	0.00	1,748,119.00	0.4036	705.54
LIBRARY OPERATIONS	1,748,119.00	0.00	1,748,119.00	0.1975	345.25
CHILDRENS' SERVICES	1,748,119.00	0.00	1,748,119.00	0.3333	582.65
ENVIRONMENTAL LANDS	1,748,119.00	0.00	1,748,119.00	0.0000	0.00
PARKS & RECREATION	1,748,119.00	0.00	1,748,119.00	0.3040	531.43
UNINCORPORATED MSTU	1,748,119.00	0.00	1,748,119.00	0.6109	1,067.93
SCHOOL BOARD REQUIRED EFFORT	1,748,119.00	0.00	1,748,119.00	3.6280	6,342.18
SCHOOL BOARD BASIC DISCRETIONARY	1,748,119.00	0.00	1,748,119.00	1.7480	3,055.71
SCHOOL BOARD CAPITAL IMPROVEMENT	1,748,119.00	0.00	1,748,119.00	1.5000	2,622.18
SOUTHWEST FLA WATER MGMT DISTRICT	1,748,119.00	0.00	1,748,119.00	0.2535	443.15
MANATEE MOSQUITO CONTROL DISTRICT	1,748,119.00	0.00	1,748,119.00	0.1997	349.10
WEST COAST INLAND NAVIGATION DIST	1,748,119.00	0.00	1,748,119.00	0.0394	68.88
SOUTHERN MANATEE FIRE & RESCUE DIST	1,748,119.00	0.00	1,748,119.00	1.2061	2,108.41
TOTAL AD VALOREM TAX:					15.568200
					\$27,215.08
NON AD VALOREM TAX:					
Code	Fund				Amount
FD03	SOUTHERN MANATEE FIRE & RESCUE DIST				63,231.22
TOTAL NON-AD VALOREM TAX:					63231.22
GROSS TAX:					\$90,446.30
TOTAL:					

\$90,446.30

PAYMENTS:

Posted	Receipt	Paid By	Amount	Action
11/09/2021	H11092021P003883		86,828.45	receipt (editPayment2.action? action=receipt&masterPaymentId=4014942) summary (editPayment2.action? action=receiptSummary&masterPaymentId=4014942)

REFUND

Posted	Check Number	Check Date	Refund Amount
Nothing found to display. Refunds will be mailed in approximately 4 weeks.			

ESCROW CODE:

NAME:

ADDRESS:

Contact Info:

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

October 5, 2021

WRA Engineering
Attention: Salvatore G. DePaolis, P.E.
4260 W. Linebaugh Ave,
Tampa, FL 33624

(sdepaolis@wraengineering.com)

RE: Manatee Last Mile Sarasota FI – Commercial
PLN2105-0081
Performance Cost Estimate
Required Public Improvements
Reason – Improvement Costs Along Tallevast Road Including Turn Lanes

Dear Mr. DePaolis:

Your cost estimate for the above referenced bond, dated **September 29, 2021**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance Bond in the amount of **\$1,838,737.73**, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7450.

Sincerely,

Scott May

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

SM/eg/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
SATCHEL
District 1

REGGIE
BELLAMY
District 2

KEVIN
VAN OSTENBRIDGE
District 3

MISTY
SERVIA
District 4

VANESSA
BAUGH
District 5

CAROL
WHITMORE
At Large

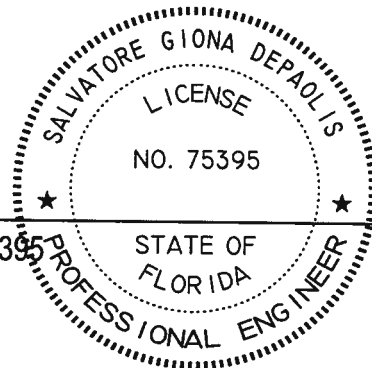
GEORGE W.
KRUSE
At Large



SUMMARY FOR ENGINEERS COST ESTIMATE
Manatee Last Mile, Sarasota FL

Schedule: IMPROVEMENT COSTS ALONG TALLEVAST ROAD INCLUDING TURN LANES	\$ 1,414,413.64
Additional 30%	\$ 424,324.09
Total Amount	<u>\$ 1,838,737.73</u>

Savlatore G. DePaolis, P.E. #75395
Date Prepared: August 24, 2021



Engineers Cost Breakdown
Schedule: IMPROVEMENT COSTS ALONG TALLEVAST ROAD INCLUDING TURN LANES
Manatee Last Mile, Sarasota FL

ITEM	DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE
1	SOD RIGHT OF WAY - BAHIA	SY	3,616	\$ 5.00	\$ 18,080.00
2	FINAL GRADING	LS	1	\$ 7,051.75	\$ 7,051.75
3	DEMO EXISTING STORM STRUCTURES	EACH	1	\$ 1,250.00	\$ 1,250.00
4	18" CLASS III RCP STORM	LF	1,351	\$ 47.55	\$ 64,240.05
5	CURB INLET	EACH	6	\$ 5,700.00	\$ 34,200.00
6	TYPE P MANHOLE	EACH	4	\$ 2,500.00	\$ 10,000.00
7	DEWATERING	LS	1	\$ 2,500.00	\$ 2,500.00
8	STORM SEWER TESTING	LS	1	\$ 5,000.00	\$ 5,000.00
9	MILL EXISTING ASPHALT 1" (NO OVERBUILD)	SY	3,875	\$ 13.00	\$ 50,375.00
10	1" TYPE S-3 ASPHALT	SY	6,175	\$ 7.70	\$ 47,547.50
11	2" TYPE SP-1 ASPHALT	SY	2,300	\$ 14.85	\$ 34,155.00
12	10" SHELL BASE	SY	2,300	\$ 22.35	\$ 51,405.00
13	12" STABILIZED SUBGRADE (LBR-60)	SY	2,300	\$ 25.00	\$ 57,500.00
14	TYPE "F" CURB W STABILIZATION	LF	1,380	\$ 30.00	\$ 41,400.00
15	4" CONCRETE SIDEWALK	SF	14,570	\$ 5.00	\$ 72,850.00
16	5' ADA HANDICAPPED RAMP	EACH	12	\$ 1,500.00	\$ 18,000.00
17	SIGNAGE & STRIPING	LS	1	\$ 5,000.00	\$ 5,000.00
18	EARTHWORK	LS	1	\$ 51,948.66	\$ 51,948.66
19	TRAFFIC SIGNAL	LS	1	\$ 420,955.34	\$ 420,955.34
20	MOBILIZATION	LS	1.00	\$ 13,650.00	\$ 13,650.00
21	CONDUIT F&I OPEN TRENCH	LF	200.00	\$ 9.69	\$ 1,938.00
22	CONDUIT DIRECTIONAL BORE	LF	1,975.00	\$ 39.78	\$ 78,565.50
23	SIGNALS - CABLE - WITHIN INTERSECTION - F/I	PI	1.00	\$ 9,197.50	\$ 9,197.50
24	FIBER OPTIC CABLE F/I UG 13-48	LF	2,150.00	\$ 8.58	\$ 18,447.00
25	FIBER OPTIC CONNECTION, TERMINATION	LF	2.00	\$ 92.42	\$ 184.84
26	FIBER OPTIC CONNECTION HARDWARE F/I, BUFFER FAN OUT KIT	EA	2.00	\$ 85.15	\$ 170.30
27	FIBER OPTIC CONNECTION HARDWARE F/I, PRETERMINATED PATCH PANEL	EA	2.00	\$ 208.00	\$ 416.00
28	PULL & SPLICE BOX F/I 13X24	EA	12.00	\$ 871.00	\$ 10,452.00
29	PULL & SPLICE BOX F/I 17X30	EA	6.00	\$ 1,010.75	\$ 6,064.50
30	ELECTRICAL POWER SERVICE (F/I)(UNDERGROUND)(POWER CO)	AS	1.00	\$ 3,783.00	\$ 3,783.00
31	ELECTRICAL SERVICE WIRE	LF	50.00	\$ 4.49	\$ 224.50
32	PRESTRESSED CONCRETE POLE (F/I)(TYPE- II SERVICE POLE)	EA	1.00	\$ 1,290.25	\$ 1,290.25
33	STEEL MAST ARM ASSEMBLY F/I SIGNLE ARM 30	EA	1.00	\$ 36,874.50	\$ 36,874.50
34	STEEL MAST ARM ASSEMBLY F/I SIGNLE ARM 40	EA	1.00	\$ 38,726.35	\$ 38,726.35
35	STEEL MAST ARM ASSEMBLY F/I SIGNLE ARM 50	EA	1.00	\$ 42,337.10	\$ 42,337.10
36	TRAFFIC SIGNAL - F/I - 3 SEC - 1 WAY LED	AS	6.00	\$ 945.10	\$ 5,670.60
37	TRAFFIC SIGNAL - F/I - 4 SEC - 1 WAY LED, PED SIGNAL - F/I - LED - COUNTDOWN 1- WAY	AS	1.00	\$ 1,131.00	\$ 1,131.00
38		AS	2.00	\$ 702.00	\$ 1,404.00
39	VEH DETECTION SYST. MICROWAVE CABINET	EA	1.00	\$ 6,623.50	\$ 6,623.50
40	VEH DETECTION SYST. MICROWAVE ABOVE GROUND	EA	5.00	\$ 7,696.00	\$ 38,480.00
41	VEH DETECTION SYST. AVI F/I BLUETOOTH CAB EQUIP	EA	1.00	\$ 2,990.00	\$ 2,990.00
42	VEH DETECTION SYST. AVI F/I BLUETOOTH ABOVE GROUND	EA	1.00	\$ 11,577.15	\$ 11,577.15
43	PED DETECTOR - F/I - W/ SIGN	EA	2.00	\$ 351.00	\$ 702.00
44	TRAFFIC CONTROLLER ASSMY (F/I)NEMA	AS	1.00	\$ 39,975.00	\$ 39,975.00
45	TRAFFIC CONTROLLER ASSMY MODIFY	AS	1.00	\$ 4,095.00	\$ 4,095.00
46	CCTV CAMERA F/I DOME PTZ PRESS IP HD	EA	1.00	\$ 6,266.00	\$ 6,266.00
47	MANAGED FIELD ETHERNET SWITCH F/I	EA	2.00	\$ 2,996.50	\$ 5,993.00
48	UNINTERRUPTIBLE POWER SUPPLY F/I LINE INTERACTIVE W/CABINET	EA	1.00	\$ 7,943.00	\$ 7,943.00
49	SIGN PANEL F/I OVHD MTD UP TO 12SF	AS	1.00	\$ 1,153.75	\$ 1,153.75
50	INTERNAL ILLUM SIGN F/I STREET NAME 12- 18SF	EA	3.00	\$ 3,393.00	\$ 10,179.00
51	LIGHTING CONDUCTORS F/I NO.6	LF	300.00	\$ 4.49	\$ 1,347.00
52	LUMINAIRE & BRACKET ARM F/I ALUM	EA	3.00	\$ 2,691.00	\$ 8,073.00
53	LOAD CENTER F/I SECONDARY VOLTAGE	EA	1.00	\$ 2,710.50	\$ 2,710.50
54	LIGHT POLE CABLE DIST SYSTEM	EA	3.00	\$ 773.50	\$ 2,320.50
TOTAL IMPROVEMENT COSTS ALONG TALLEVAST ROAD INCLUDING TURN LANES					\$ 1,414,413.64



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

October 5, 2021

WRA Engineering
Attention: Salvatore G. DePaolis, P.E.
4260 W. Linebaugh Ave,
Tampa, FL 33624

(sdepaolis@wraengineering.com)

RE: Manatee Last Mile Sarasota FI – Commercial
PLN2105-0081
Performance Cost Estimate
Required Public Improvements
Reason – Spine Road Improvement Costs

Dear Mr. DePaolis:

Your cost estimate for the above referenced bond, dated **September 29, 2021**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance Bond in the amount of **\$1,634,881.04**, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7450.

Sincerely,

Scott May

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

SM/eg/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



SUMMARY FOR ENGINEERS COST ESTIMATE
Manatee Last Mile, Sarasota FL

Schedule: SPINE ROAD IMPROVEMENT COSTS

\$ 1,257,600.80

Additional 30%

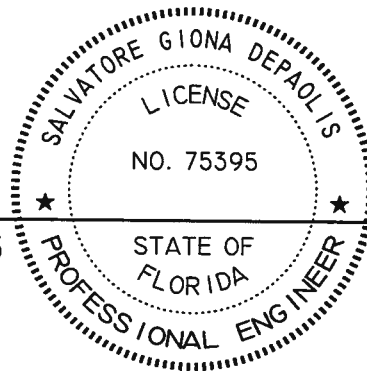
\$ 377,280.24

Total Amount

\$ 1,634,881.04

Savlatore G. DePaolis, P.E. #75395

Date Prepared: August 24, 2021



Engineers Cost Breakdown
Schedule: SPINE ROAD IMPROVEMENT COSTS
Manatee Last Mile, Sarasota FL

ITEM	DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE
1	MOBILIZATION	LS	1	\$ 20,000.00	\$ 20,000.00
2	NPDES COMPLIANCE	LS	1	\$ 10,000.00	\$ 10,000.00
3	CONST. STAKEOUT / RECORD SURVEY	LS	1	\$ 15,000.00	\$ 15,000.00
4	CONSTRUCTION ENTRANCE	EACH	1	\$ 10,000.00	\$ 10,000.00
5	EXCAVATE / PREP RIGHT OF WAY	LS	1	\$ 30,000.00	\$ 30,000.00
6	SOD RIGHT OF WAY - BAHIA	SY	5,000	\$ 6.00	\$ 30,000.00
7	FINAL GRADING	LS	1	\$ 25,000.00	\$ 25,000.00
8	CONNECT TO EXISTING STORM	EACH	1	\$ 10,000.00	\$ 10,000.00
9	DEMO EXISTING STORM STRUCTURES	EACH	1	\$ 10,000.00	\$ 10,000.00
10	18" CLASS III RCP STORM	LF	175	\$ 50.00	\$ 8,750.00
11	24" CLASS III RCP STORM	LF	796	\$ 68.80	\$ 54,764.80
12	30" CLASS III RCP STORM	LF	885	\$ 69.80	\$ 61,773.00
13	CURB INLET	EACH	15	\$ 7,000.00	\$ 105,000.00
14	DEWATERING	LS	1	\$ 25,000.00	\$ 25,000.00
15	STORM SEWER TESTING	LS	1	\$ 30,000.00	\$ 30,000.00
16	1" TYPE S-3 ASPHALT	SY	5,450	\$ 7.70	\$ 41,965.00
17	2" TYPE SP-1 ASPHALT	SY	5,450	\$ 14.85	\$ 80,932.50
18	10" SHELL BASE	SY	5,450	\$ 22.35	\$ 121,807.50
19	12" STABILIZED SUBGRADE (LBR-60)	SY	5,450	\$ 25.00	\$ 136,250.00
20	TYPE "F" CURB W STABILIZATION	LF	3,200	\$ 30.00	\$ 96,000.00
21	4" CONCRETE SIDEWALK	SF	16,275	\$ 8.00	\$ 130,200.00
22	5' ADA HANDICAPPED RAMP	EACH	12	\$ 1,500.00	\$ 18,000.00
23	SIGNAGE & STRIPING	LS	1	\$ 22,330.00	\$ 22,330.00
24	FIRE HYDRANT	EACH	3	\$ 3,490.00	\$ 10,470.00
25	8" VALVE	EACH	5	\$ 710.00	\$ 3,550.00
26	6" VALVE	EACH	2	\$ 600.00	\$ 1,200.00
27	2" VALVE	EACH	1	\$ 300.00	\$ 300.00
28	8"x6" TEE	EACH	3	\$ 360.00	\$ 1,080.00
29	8"x8" TEE	EACH	2	\$ 360.00	\$ 720.00
30	12"x8" TEE	EACH	1	\$ 400.00	\$ 400.00
31	8" WM	LF	1,778	\$ 16.00	\$ 28,448.00
32	8" DIP	LF	78	\$ 20.00	\$ 1,560.00
33	4" FORCE MAIN	LF	965	\$ 120.00	\$ 115,800.00
34	4" PLUG	EACH	2	\$ 500.00	\$ 1,000.00
35	2" BLOW-OFF AUTO FLUSHER	EACH	1	\$ 300.00	\$ 300.00
TOTAL SPINE ROAD IMPROVEMENT COSTS					\$ 1,257,600.80



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

October 5, 2021

WRA Engineering
Attention: Salvatore G. DePaolis, P.E.
4260 W. Linebaugh Ave,
Tampa, FL 33624

(sdepaolis@wraengineering.com)

RE: Manatee Last Mile Sarasota FI – Commercial
PLN2105-0081
Performance Cost Estimate
Required Public Improvements
Reason – Earthwork

Dear Mr. DePaolis:

Your cost estimate for the above referenced bond, dated **September 29, 2021**, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Public Improvement Performance Bond in the amount of **\$145,028.81**, which is 130% of your estimated cost, would be sufficient to assure the County completion of the required public improvements.

If we can be of further assistance, please contact me at (941) 708-7450.

Sincerely,

Scott May

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

SM/eg/jmg

cc: Record Management
Brandy Wilkins, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
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Susan Angersoll, Senior Planning & Zoning Tech., Building & Development Services
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District 4

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District 5

CAROL
WHITMORE
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GEORGE W.
KRUSE
At Large

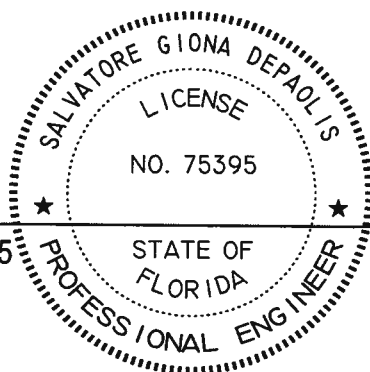


SUMMARY FOR ENGINEERS COST ESTIMATE
Manatee Last Mile, Sarasota FL

Schedule: EARTHWORK
Additional 30%
Total Amount

\$	111,560.63
\$	33,468.19
\$	<u>145,028.81</u>

Savlatore G. DePaolis, P.E. #75395
Date Prepared: August 24, 2021



Engineers Cost Breakdown
Schedule: EARTHWORK
Manatee Last Mile, Sarasota FL

ITEM	DESCRIPTION OF WORK	UNIT	QTY	UNIT PRICE	VALUE
1	POND EXCAVATION TO 20' DEPTH	CY	29,441	\$ 2.85	\$ 83,905.43
2	DEWATERING	LF	3,312	\$ 8.35	\$ 27,655.20
TOTAL EARTHWORK					\$ 111,560.63



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 18, 2020

Ida Schmid Thomas Revocable Living Trust
Attn: Ida Thomas
P.O. Box 1202
Tallevast, FL 34270

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction**

Project Name: Manatee Last Mile
App ID/Permit No: 806062 / 43044762.000
County: Manatee
Sec/Twp/Rge: S31/T35S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Salvatore G. DePaolis, P.E., Water Resource Associates, LLC

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Salvatore G. DePaolis, P.E., Water Resource Associates, LLC

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	6.15	MAN-MADE WET DETENTION
	Total: 6.15	

Water Quality/Quantity Comment:

The stormwater management system is composed of one wet detention pond which provides treatment via conservation wet detention. Additional permanent pool volume is provided in Pond 1 in lieu of a littoral shelf. The plans reflect the North American Vertical Datum of 1988 (NAVD 88).
A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

No wetlands or other surface waters exist within the project area.

quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

12. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
13. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
14. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
15. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.
16. It is the permittee's responsibility to resolve all contaminated site assessment concerns with the FDEP prior to beginning any construction activities on their project

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Manatee Last Mile

PROJECT NAME

Industrial

PROJECT TYPE

Manatee

COUNTY

S31/T35S/R18E

SEC(S)/TWP(S)/RGE(S)

Ida Schmid Thomas Revocable Living Trust

PERMITTEE

APPLICATION ID/PERMIT NO: 806062 / 43044762.000

DATE ISSUED: August 18, 2020



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK**

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.