

RESOLUTION NO. 2019-24

**A RESOLUTION OF THE CITY OF VENICE, FLORIDA, ACCEPTING UTILITIES AND IMPROVEMENTS
INSTALLED BY MERITAGE HOMES OF FLORIDA, INC., AND ACCEPTING A ONE YEAR
DEVELOPERS MAINTENANCE BOND AND BILL OF SALE, AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, Meritage Homes of Florida, Inc., hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for the rendering of potable water services to the following described property: Portion of Venice Woodlands Phase I; and

WHEREAS, Developer, in accordance with the City of Venice Resolution No. 853-84 is desirous of turning over said improvements to the City of Venice; and

WHEREAS, the construction and installation of said improvements complies with the rules and regulations of the City of Venice; and

WHEREAS, Developer has submitted the documentation required by City of Venice Resolution No. 853-84, including a one-year maintenance bond and said documentation is acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The above Whereas clauses are ratified and confirmed as true and correct.

SECTION 2. The potable water distribution lines and necessary appurtenances, in the area above described, are hereby accepted as part of the water system of the City of Venice, Florida.

SECTION 3. The Bill of Sale attached hereto as Exhibit "1", is hereby accepted by the City of Venice, Florida.

SECTION 4. The one-year developer's maintenance bond attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. This Resolution shall take effect upon adoption, as provided by law.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON
THE 8TH DAY OF OCTOBER 2019.**

John W. Holic, Mayor, City of Venice

ATTEST:

Lori Stelzer, MMC, City Clerk

I, Lori Stelzer, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of the City of Venice, Florida, at a meeting thereof duly convened and held on the 8th day of October 2019, a quorum being present.

WITNESS my hand and official seal of said City this 8th day of October 2019.

Lori Stelzer, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

BILL OF SALE
PORTION OF VENICE WOODLANDS PHASE 1 WATER MAIN

KNOW ALL MEN BY THESE PRESENTS, that **MERITAGE HOMES OF FLORIDA, INC.**, a Florida corporation, PARTY OF THE FIRST PART, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **CITY OF VENICE**, PARTY OF THE SECOND PART, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell, transfer, and deliver unto the party of the second part, its successors and assigns, all those certain goods and chattels located in the County of Sarasota and the State of Florida, more particularly described as follows:

A portion of the pipelines, pipes, tees, ells, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution system constructed and installed by the party of the first part in the subdivision and lands described as follows:

Portion of Venice Woodlands Phase 1

It is the purpose and intent of the party of the first part to convey to the party of the second part, by this Bill of Sale, all property comprising said **water distribution system** to and within the above described property, together with all of the rights of the party of the first part arising out of any and all guarantees, performance bonds, contracts and agreements of the party of the first part in connection with said water distribution system.

TOGETHER with every right, privilege, permit and easement of every kind and nature of the party of the first part, in and to and in connection with, the aforesaid water distribution system, reserving however, similar non-exclusive easement rights in party of the first part for other utility purposes.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns, forever.

AND THE PARTY OF THE FIRST PART does for itself and its successors covenant to and with the party of the second part, its successors and assigns, that it is the lawful owner of the above described goods and chattels and that the said property is free and clear of all liens, encumbrances, and charges whatsoever; that it has good right and lawful authority to sell the same as aforesaid, and that it does warrant to defend the title and the sale of the said properties hereby made, unto the said party of the second part, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 23 day of August, 2019.

WITNESSES:

Jenna Waller
Dea S. Waller

DEVELOPER: Meritage Homes of Florida, Inc.

By: [Signature]

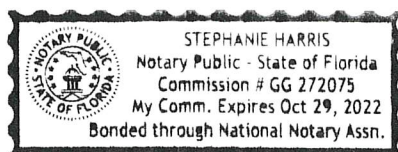
Steve Harding, President-Florida Region

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Subscribed before me this 23rd day of August, 2019,
by Steve Harding, who is personally known to me or has produced
as identification.

Stephanie Harris
Notary Public

Notary stamp:



DEVELOPERS MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., a Florida corporation, herein called "Developer", is held and firmly bound unto the City of Venice, a municipal corporation, herein called "City", in the full and just sum of Forty Six Thousand Three Hundred Sixty Two Dollars and Seventy One cents (\$46,362.71), lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Developer binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Developer to secure this obligation, has provided the City with a Maintenance Bond No. _____ in the amount of \$46,362.71 issued by The Continental Insurance Company, which expires on August 23rd, 2020, the original of which is attached hereto.

WHEREAS, the Developer has developed a residential subdivision in Venice, Florida, known and identified as Venice Woodlands Phase 1 Plat, and in connection therewith has installed, with the approval of the City Engineer, certain improvements identified on EXHIBIT A attached hereto.


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS, that if the Developer shall promptly maintain, repair or replace said improvements as required by the City should said improvements, for whatever causes, require repair or replacement for a period of one year from the date of formal acceptance of said improvements by the City, and further that if the Developer shall pay any and all costs or expenses incidental to the performance of all work required to be performed hereunder, then this obligation shall be void and the letter of credit returned to the Developer, otherwise it shall remain in full force and effect.

In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause to be made, any such repairs and pay all costs, both direct and incidental, from the proceeds of this bond.


The City shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce the City's rights under this bond.

IN WITNESS WHEREOF, the Developer has caused these presents to be duly executed on the 23rd day of August, 2019.

ATTEST:


Secretary

DEVELOPER: Meritage Homes of Florida, Inc.


Steve Harding
President-Florida Region

MAINTENANCE BOND

Bond No. 30079468

KNOW ALL MEN BY THESE PRESENTS:

That Meritage Homes of Florida, Inc., as Principal, hereinafter called Contractor, and The Continental Insurance Company, as Surety, hereinafter called Surety, are held and firmly bound unto City of Venice, Florida, as Obligee, hereinafter called Owner, in the penal sum of Forty Six Thousand Three Hundred Sixty Two and 71/100 (\$46,362.71) Dollars for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has constructed various public improvements: A portion of Venice Woodlands, Phase 1 Water Main in accordance with the Plans and Specifications applicable thereto, which Plans and Specifications are by reference incorporated herein, and made a part hereof.


NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting there from, which shall appear within a period of One (1) Year(s) from the date of acceptance of the improvements by the Obligee, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

Owner shall be entitled to its reasonable attorney's fees and costs in any action at law or equity, including appellate court actions, to enforce Owner's rights under this bond.

SIGNED and sealed this 10th day of September, 2019


In the presence of:

 JASOUD D. MULALETZ
WITNESS

Meritage Homes of Florida, Inc.
Principal

By: 
Darin E. Rowe Title
Vice President Asset Management

The Continental Insurance Company
Surety

By: 
Stephen T. Kazmer, Attorney-in-Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Kevin J Scanlon, R L Mc Wethy, Stephen T Kazmer, Dawn L Morgan, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Amy Wickett, Diane M Rubright, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2018.

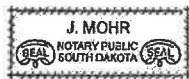


The Continental Insurance Company


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 26th day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 10th day of September, 2019.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4/2012

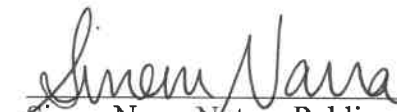
Go to www.cnasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Illinois }
 } ss.
County of DuPage }

On September 10, 2019, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

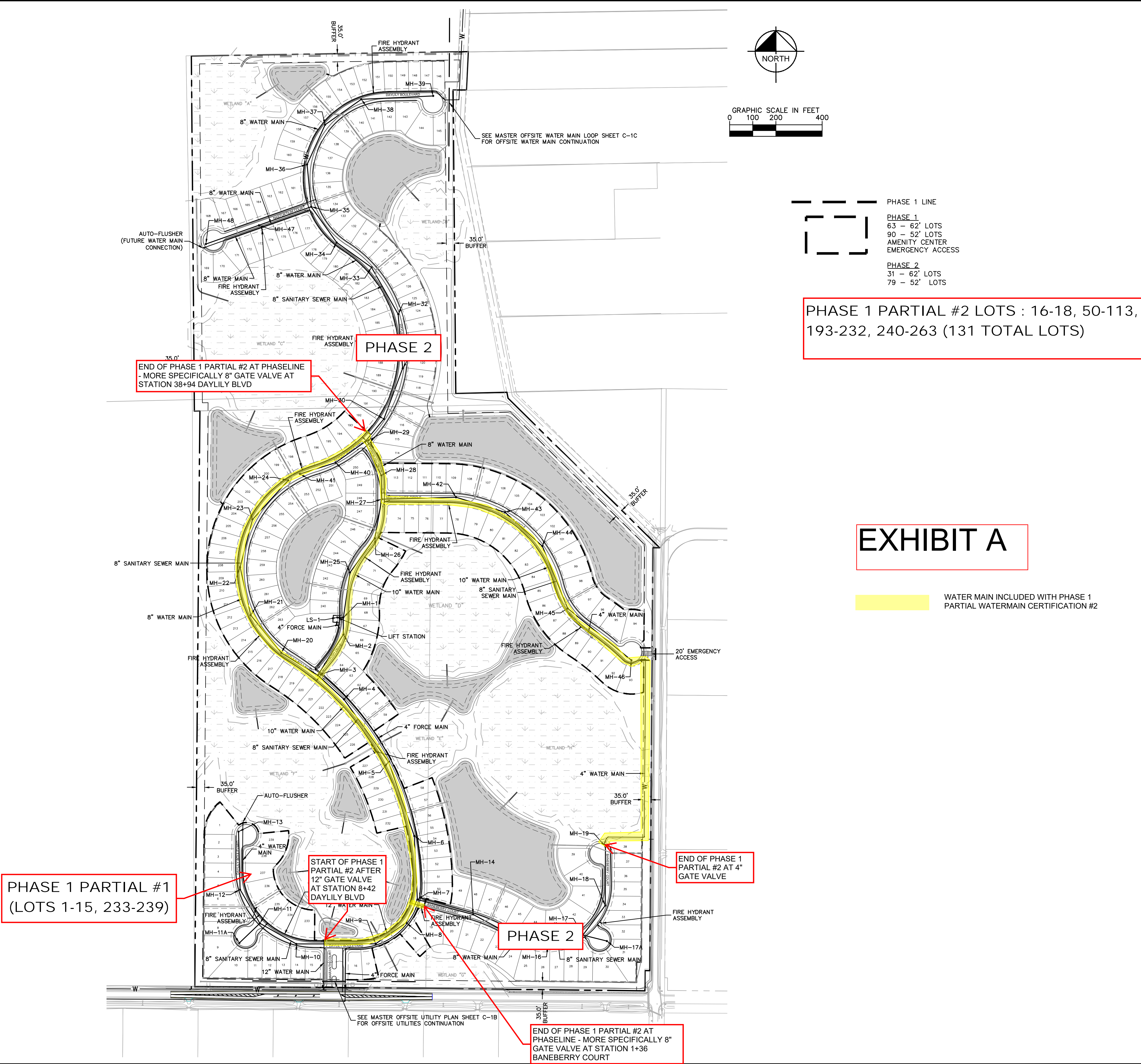
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021


Sinem Nava, Notary Public



Commission No. 859777



WOODS AT VENICE PREPARED FOR BORDER ROAD INVESTMENTS, LLC		CITY OF VENICE FLORIDA		SHEET NUMBER C-1A	
MASTER UTILITY PLAN		KHA PROJECT 048119141		LICENSED PROFESSIONAL	
		DATE MAY 2018		WILLIAM E. CONERLY, P.E.	
		SCALE AS SHOWN		FLORIDA LICENSE NUMBER	
		DESIGNED BY PMH		57414	
		DRAWN BY JLL		DATE:	
CHECKED BY TMS		DATE:		REVISIONS	
				No.	
				DATE	
				BY	