

RESOLUTION NO. 2023-34

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 (MAGNOLIA BAY SOUTH PHASE 1)

WHEREAS, Meritage Homes of Florida, Inc., hereinafter referred to as "Developer", has installed potable water distribution lines and necessary appurtenances for a project known as: Magnolia Bay South Phase 1; 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 developer's 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, for the project described above, 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 developers maintenance bond, attached hereto as Exhibit "2", is hereby accepted by the City of Venice, Florida.

SECTION 5. This Resolution shall take effect immediately upon its approval and adoption as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AT A MEETING HELD ON THE 28TH DAY OF NOVEMBER 2023.

Nick Pachota, Mayor

ATTEST:

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, 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 28th day of November, a quorum being present.

WITNESS my hand and official seal of said City this 28th day of November 2023.

Kelly Michaels, MMC, City Clerk

(S E A L)

Approved as to form:

Kelly Fernandez, City Attorney

Exhibit "1"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc. 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:

All pipelines, pipes, tees, connections, cut-offs, fire hydrants, valves, and all other equipment used for, useful for, and/or in connection with, the water distribution constructed and installed by the party of the first part in the subdivision Magnolia Bay South Phase 1 and lands described as in Exhibit A.

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 systems.

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 systems, 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.

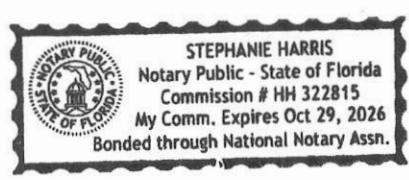
IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and its name by its proper officers and its corporate seal to be affixed, this 28th day of July, 2023.

WITNESSES:
[Signature]
[Signature]

[Signature]
Steve Harding

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28th day of July, 2023 by Steve Harding, as President (title), of Meritage Homes (Company), by means of physical presence or online notarization, who is personally known to me or who produced _____ as identification.



Stephanie Harris
Notary Public
Print Name: Stephanie Harris
My Commission Expires: Oct 29, 2026

Exhibit A

Magnolia Bay South Phase 1 Legal Description

DESCRIPTION: A parcel of land lying in Sections 20 and 21, Township 38 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCING at the Southwest corner of said Section 21; run thence along the South boundary of said Section 21, S.89°35'32"E., a distance of 283.36 feet to the **POINT OF BEGINNING**; thence N.00°30'00"E., a distance of 161.69 feet; thence N.89°30'00"W., a distance of 7.72 feet; thence N.00°30'00"E., a distance of 175.00 feet; thence N.89°30'00"W., a distance of 10.00 feet; thence N.00°30'00"E., a distance of 207.00 feet; thence N.00°11'10"W., a distance of 57.79 feet; thence N.05°23'26"W., a distance of 57.49 feet; thence N.10°59'04"W., a distance of 49.38 feet; thence N.16°09'12"W., a distance of 49.38 feet; thence N.21°19'20"W., a distance of 49.38 feet; thence N.26°54'58"W., a distance of 57.49 feet; thence N.32°56'06"W., a distance of 57.49 feet; thence N.62°36'58"W., a distance of 53.02 feet; thence N.39°25'00"W., a distance of 315.07 feet; thence N.18°19'10"E., a distance of 37.00 feet; thence N.18°05'00"W., a distance of 63.00 feet; thence N.11°27'00"W., a distance of 63.00 feet; thence N.04°49'00"W., a distance of 63.00 feet; thence N.01°49'00"E., a distance of 63.00 feet; thence N.08°27'00"E., a distance of 63.00 feet; thence N.15°05'00"E., a distance of 63.00 feet; thence N.21°43'00"E., a distance of 63.00 feet; thence N.28°21'00"E., a distance of 63.00 feet; thence N.34°10'03"E., a distance of 51.31 feet; thence N.30°55'40"E., a distance of 49.31 feet; thence N.25°24'00"E., a distance of 49.34 feet; thence N.21°02'00"E., a distance of 49.34 feet; thence N.16°40'00"E., a distance of 49.34 feet; thence N.12°18'00"E., a distance of 49.34 feet; thence N.07°56'00"E., a distance of 49.34 feet; thence N.00°24'01"W., a distance of 21.44 feet; thence Northwesterly, 274.29 feet along the arc of a non-tangent curve to the right having a radius of 655.00 feet and a central angle of 23°59'36" (chord bearing N.56°59'48"W., 272.29 feet) to a point of tangency; thence N.45°00'00"W., a distance of 360.75 feet; thence Easterly, 283.82 feet along the arc of a non-tangent curve to the right having a radius of 177.50 feet and a central angle of 91°36'51" (chord bearing N.89°11'34"E., 254.53 feet); thence N.45°00'00"E., a distance of 45.00 feet; thence N.02°32'12"E., a distance of 217.59 feet to the South boundary of the North 1/2 of aforesaid Section 20; run thence along said South boundary, S.87°27'48"E., a distance of 99.23 feet to the East 1/4 corner of said Section 20; run thence along the South boundary of the North 1/2 of aforesaid Section 21, S.89°36'26"E., a distance of 1327.81 feet; thence S.00°02'38"W., a distance of 2679.02 feet to the aforesaid South boundary of Section 21; run thence along said South boundary, N.89°35'32"W., a distance of 1052.83 feet to the **POINT OF BEGINNING**.

Containing 79.610 acres, more or less.

Exhibit "2"

DEVELOPERS MAINTENANCE BOND

Bond No: SUR00075809

KNOW ALL MEN BY THESE PRESENTS, that Meritage Homes of Florida, Inc., 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 One Hundred Twenty Four Thousand One Hundred Fifty Three and 01/100 (\$124,153.01) Dollars, 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 Surety Bond No. SUR00075809 in the amount of \$ 124,153.01 issued by Argonaut Insurance Company, which expires on 10/31/2025.


WHEREAS, the Developer has developed a water distribution lines in Venice, Florida, known and identified as Magnolia Bay South Phase I, 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 Surety Bond returned to the Developer, otherwise it shall remain in full force and effect.

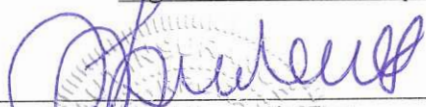
In the event the Developer fails to satisfactorily perform any repair or maintenance work required herein within fifteen (15) days of a written request from the City, then the Developer shall be in default and the City shall have, in addition to all other rights, the immediate right to make or cause 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 15th day of June, 2023. Replaces Bond issued on 5/30/2023.

ATTEST:

Secretary
Kyle McKee
FP+A Analyst/Bond Clerk

DEVELOPER: Meritage Homes of Florida, Inc.

President/Vice President
Glen Turk - VP National Land Dev.

SURETY: Argonaut Insurance Company

Brenda Wong, Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Brenda Wong

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



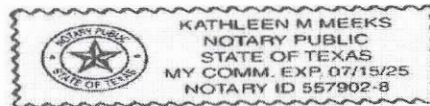
by: *Gary E. Grose*

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. MEEKS

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15th day of June, 2023.



Austin W. King

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

COST BREAKDOWN

EXHIBIT A

PROJECT NAME: Magnolia Bay South Phase 1 (AKA Rustic Road South Phase 1)

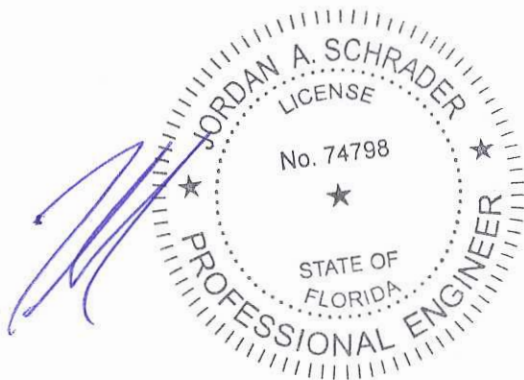
WATER SYSTEM:

QUANTITY	SIZE	DESCRIPTION	COST
<u>1 EA</u>	<u>N/A</u>	Connect to Existing WM	<u>\$1,515.00</u>
<u>2 EA</u>	<u>N/A</u>	Temporary Jumper	<u>\$10,730.00</u>
<u>3 EA</u>	<u>N/A</u>	Chlorine Injection Point	<u>\$3,465.00</u>
<u>295 LF</u>	<u>12"</u>	PVC WM	<u>\$20,443.50</u>
<u>7725 LF</u>	<u>8"</u>	PVC WM	<u>\$278,872.50</u>
<u>1238 LF</u>	<u>6"</u>	PVC WM	<u>\$30,516.70</u>
<u>20 EA</u>	<u>N/A</u>	Water Distribution Sampling Point	<u>\$12,020.00</u>
<u>3 EA</u>	<u>N/A</u>	Blowoff Assembly	<u>\$25,830.00</u>
<u>2 EA</u>	<u>12"</u>	Gate Valve and Box	<u>\$7,440.00</u>
<u>38 EA</u>	<u>8"</u>	Gate Valve and Box	<u>\$96,710.00</u>
<u>4 EA</u>	<u>6"</u>	Gate Valve and Box	<u>\$7,300.00</u>
<u>1 EA</u>	<u>8"x8"</u>	Cross	<u>\$1,405.00</u>
<u>1 EA</u>	<u>12"x12"</u>	Tee	<u>\$1,910.00</u>
<u>6 EA</u>	<u>8"x 8"</u>	Tee	<u>\$6,990.00</u>
<u>4 EA</u>	<u>8"x 6"</u>	Tee	<u>\$4,300.00</u>
<u>3 EA</u>	<u>12" 22.5°</u>	Bend	<u>\$3,765.00</u>
<u>4 EA</u>	<u>12" 11.25°</u>	Bend	<u>\$5,020.00</u>
<u>2 EA</u>	<u>8" 45°</u>	Bend	<u>\$1,534.00</u>
<u>5 EA</u>	<u>8" 22-1/2°</u>	Bend	<u>\$3,810.00</u>
<u>1 EA</u>	<u>8" 11-1/4°</u>	Bend	<u>\$743.00</u>
<u>1 EA</u>	<u>12"x 8"</u>	Reducer	<u>\$994.00</u>
<u>2 EA</u>	<u>8"</u>	Plug	<u>\$1,032.00</u>
<u>17 EA</u>	<u>N/A</u>	Fire Hydrant Assembly	<u>\$101,660.00</u>
<u>27 EA</u>	<u>N/A</u>	Single Service - Short	<u>\$16,605.00</u>
<u>59 EA</u>	<u>N/A</u>	Single Service - Long	<u>\$55,696.00</u>
<u>35 EA</u>	<u>N/A</u>	Double Service - Short	<u>\$48,475.00</u>
<u>43 EA</u>	<u>N/A</u>	Double Service - Long	<u>\$78,905.00</u>

Sub-Total: \$827,686.70

Total Cost: \$827,686.70

15% Bond: \$124,153.01



Must be signed & sealed by a Florida Registered Professional Engineer