

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[SORRENTO PINES PHASE 1B UTILITIES IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 8<sup>th</sup> day of November, 2023, by and between **Galvin Land Services, LLC**, a Florida limited liability company, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Grantor**"), and **Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**BACKGROUND STATEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the property (together, "**Property**") described in **Exhibit A** and below to have and to hold for Grantee's own use and benefit forever:

a) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Without waiving any of the rights against third parties granted under Section 1(b), this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

GALVIN LAND SERVICES, LLC

By: Chloe Brantley  
Name: Chloe Brantley

Mike Galvin  
Name: Mike GALVIN  
Title: MANAGER

By: Seth Bennett  
Name: Seth Bennett

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 3<sup>rd</sup> day of November, 2023, by Mike Galvin as Manager of Galvin Land Services, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

Stacey Ann Gray  
NOTARY PUBLIC, STATE OF Florida  
Name: Stacey Ann Gray  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Phase 1B Utilities Improvements**

**Utilities** - All wastewater lines, potable water lines and reclaim lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon rights-of-way designated as Tract RW-2, RW-3, and RW-4 (Private Right-of-Way) and all "Utility Easements," each as identified in the **PROPOSED** plat known as *Sorrento Pines Phase 1B*, attached hereto as **EXHIBIT B**.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$206,483.25	\$185,834.92	\$0.00	\$20,648.33
Wastewater	\$344,505.50	\$310,054.95	\$0.00	\$34,450.55
Reclaimed Water	\$335,646.00	\$302,081.40	\$0.00	\$33,564.60
<b>TOTAL:</b>	<b>\$886,634.75</b>	<b>\$797,971.27</b>	<b>\$0.00</b>	<b>\$88,663.48</b>