

MANATEE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT	FINAL PLAT - CARLYLE AT THE VILLAGES OF PALM-AIRE, UNIT 4	TYPE AGENDA ITEM	Consent
DATE REQUESTED	January 9, 2001	DATE SUBMITTED/REVISED	December 28, 2000
BRIEFINGS?/WHO?	None	CONSEQUENCES IF DEFERRED	None
DEPARTMENT/DIVISION	Planning Plan Implementation Division	AUTHORIZED BY	Carol Clarke <i>Carol Clarke</i>
CONTACT PERSON	Debbie Perron, 6866 <i>DP</i>	TITLE	Director
TELEPHONE/EXTENSION		PRESENTER/TITLE	Debbie Perron, Final Plat Coordinator,
ADMINISTRATIVE APPROVAL	6866 <i>DP</i>		
	TELEPHONE/EXTENSION 6866		

ACTION DESIRED

INDICATE WHETHER ¹REPORT or ²DISCUSSION, ³FORM OF MOTION, or ⁴OTHER ACTION REQUIRED:

FORM OF MOTION:

- Approval of, authorization for Chairman to execute, and authorization to record Final Subdivision Plat;
- Acceptance of, and authorization for Chairman to execute Agreement in Conjunction with Surety Bond as Security Guaranteeing Completion of Required Improvements; Re: Surety Bond No. 20-84-40 from American Home Assurance Company;
- Acceptance of, and authorization for Chairman to execute Surety Bond No. 20-84-40 from American Home Assurance Company;
- Acceptance of, and authorization for Chairman to execute Required Improvements Agreement and Temporary Construction Easement for Private Improvements ; Re: Surety Bond No. 20-85-12 from American Home Assurance Company;
- Acceptance of, and authorization for Chairman to execute Surety Bond No. 20-85-12 from American Home Assurance Company;

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

MANATEE COUNTY LAND DEVELOPMENT CODE, ORDINANCE 90-01, AS AMENDED

THE MANATEE COUNTY COMPREHENSIVE PLAN, FUTURE LAND USE ELEMENT GOAL 2.4, ADEQUATE PUBLIC FACILITIES IN ALL DEVELOPED OR DEVELOPING AREAS.

The Developer has been issued a Certificate of Level of Service for Potable Water, Solid Waste, Sanitary Sewer, Transit, Drainage, Traffic and Fire Protection, Objection 2.4.2, Concurrency.

APPROVED IN OPEN SESSION

JAN 09 2001

**BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA**

27

BACKGROUND/DISCUSSION

- This is a single family subdivision with forty (40) lots.
- The Developer has posted performance bonds for the remaining required infrastructure, sidewalks and private improvements.
- All common areas will be maintained by the Carlyle Community Association, Inc.

HAS COUNTY ATTORNEY REVIEW BEEN REQUESTED ? Indicate "NO" or "YES" @ right. (If "NO," proceed to 1) below; and if "YES," proceed to 2) below) "NO"

1) IF "NO" TO ABOVE ,

A) PLEASE EXPLAIN BELOW: (see also following section 1B) re: contract, agreement, lease, etc.:

NOT REQUIRED BY THE LAND DEVELOPMENT CODE

B) IF A CONTRACT, AGREEMENT, LEASE OR OTHER DOCUMENT WAS PREVIOUSLY APPROVED, STATE YEAR OF LAST USE @ RIGHT: N/A

2) IF "YES" TO FIRST QUESTION IN THIS SECTION,

A) HAS ENTIRE MATTER, OR ONLY A PORTION, BEEN REVIEWED? IF ONLY A PORTION, WHICH PORTION?

N/A

B) HAVE ALL COMMENTS/SUGGESTIONS RAISED BY COUNTY ATTORNEY BEEN ADDRESSED/INCORPORATED; IF NOT, PLEASE EXPLAIN. A COPY OF FINAL COUNTY ATTORNEY MEMO RE THIS MATTER **MUST BE ATTACHED** (If comments were verbal, so indicate.)

N/A

<p>ATTACHMENTS: (List in order as attached)</p> <ul style="list-style-type: none"> • Final Plat • Documents <p>These attachments may not be included in each agenda packet; however, the original is on file with Board Records and a full copy has been placed in the Board of County Commissioner's Reading file for review.</p>	<p>INSTRUCTIONS TO BOARD RECORDS:</p> <p>1) Final Plat (4 Pages. Please return 2 certified copies of Plat), <i>75 + (21x2) \$117.00</i></p> <p style="text-align: center;"><i>4/08</i></p>
<p>COST N/A</p>	<p>SOURCE (ACCT# & NAME) N/A</p>
<p>COMMENTS N/A</p>	<p>AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT) N/A</p>

1/16/01 need check - Plat to Recording

**MANATEE COUNTY GOVERNMENT
PLANNING, PERMITTING AND INSPECTIONS
DEPARTMENT
LAND DEVELOPMENT APPLICATION**

FOR STAFF USE ONLY

Date: 5/26/00 File Number: PDR-97-04/00-S-22(F)
File Name: CARLYLE at the VILLAGES OF PALM AIRE - Unit 4

This application shall be used for all land development,
rezone or comprehensive plan amendment requests.

Please attach appropriate standards or supplementary information, as applicable.

TYPE OF APPROVAL DESIRED: Final Plat Approval

LIST CASE NUMBERS OF PREVIOUS APPROVALS:

A. Property Information

1. Legal Description: See attached ~~pl~~ legal description - Exhibit "A"
2. D.P. Number(s): 19406.0005/7, 18794.2000/6, 18788.0010/9
3. Section: 21,28 Township: 35S Range: 18E
4. Subdivision Name (if Platted): Villages of Palm Aire, Carlyle Unit 4
5. Lot: _____ 6. Block: _____
7. Address or Location of Property (See Address Coordinator, if physical address is needed):
4831 & 5141 Whitfield Avenue
8. Present Zoning Classification: PDR/WPE/ST
9. (If Rezone) Proposed Zoning Classification: _____
10. (If Comprehensive Plan Map Amendment) Proposed Future Land Use Category: _____
11. Future Land Use Category: Res-6/WOE, Res-9/WOE
12. Flood Zone Category: AE & X Map/Panel Numbers: 0342C, 0365C
13. Property Size (to the nearest tenth of acre or sq. ft.): 23.99 acres
14. Existing Use(s) of Subject Property (i.e.: vacant, residence, commercial, etc.): vacant
15. Surrounding Land Use(s) (i.e.: vacant, residence commercial, etc.): _____
 - a. North: Vacant c. East: Residential
 - b. South: Residential d. West: Vacant

16. Description of Proposed Activity or Use (Attach Separate Sheet if Necessary): _____
Residential Development - 44 lots

B. Names/Addresses

List all person(s) having ownership in subject property.

1. Name of Property Owner: Taylor Woodrow Communities
Address: 7120 Beneva Road, Sarasota, Florida
Zip: 34238 Phone: (941) 927-0999
2. Name: _____
Address: _____
Zip: _____ Phone: _____
3. Name of Agent: KIMLEY-HORN AND ASSOCIATES, INC.
Address: 8586 Potter Park Drive, Suite 100, Sarasota, Florida
Zip: 34238 Phone: (941) 922-8187
Contact Person: Thomas M. Stovall, P.E.
4. Name of Engineer: Thomas M. Stovall, P.E.
Address: 8586 Potter Park Drive, Suite 100, Sarasota, Florida
Zip: 34238 Phone: (941) 922-8187
Contact Person: Thomas M. Stovall, P.E.
5. Name of Architect: _____
Address: _____
Zip: _____ Phone: _____
Contact Person: _____
6. Name of Landscape Architect: _____
Address: _____
Zip: _____ Phone: _____
Contact Person: _____

NOTE: UNLESS OTHERWISE NOTED ALL WRITTEN CORRESPONDENCE WILL BE MAILED TO THE AGENT. IF THERE IS NO AGENT, COMMENTS WILL BE SENT TO THE PROPERTY OWNER.

C. Signature

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or Final Development Approval.

By executing this application, I acknowledge that I am familiar with the Rules of Procedure which apply to the boards or commissions which will act on my application and that I have read and understand such Rules of Procedures.


(Signature of Property Owner or Agent)

MANATEE COUNTY PLANNING, PERMITTING AND INSPECTIONS DEPARTMENT

AFFIDAVIT OF OWNERSHIP/AGENT AUTHORIZATION

AFFIDAVIT

FILE NUMBER PDR-97-04(PP)(F)(CALLYKE)

Taylor Woodview Communities, 7120 S. Benira Rd., Sarasota, FL 34238

John R. Pashkin, President
(Print) PROPERTY OWNER, MAILING ADDRESS, OFFICER'S NAME, TITLE

Being first duly sworn, deposes(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: LEGAL DESCRIPTION ATTACHED
- 2. That this property constitutes the property for which a request for FINAL PLAT

(Type of Application Approval Requested)

is being applied for to Manatee County, Florida;

- 3. That the undersigned has (have) appointed and does (do) appoint KIMCY-HAN & ASSOCIATES, INC. as agent(s) to execute any petitions or other documents necessary to affect such petition; and request that you accept my agent(s) signature as representing my agreement of all terms and condition 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.

[Signature] President
Owner Signature/Print Title

[Signature]
Owner Signature/Print Title

STATE OF FLORIDA
COUNTY OF ~~MANATEE~~
SARASOTA

The foregoing instrument was acknowledged before me this November 3, 1997 by John R. Pashkin who is personally known to me or who has (name of person acknowledging) produced _____ as identification.
type of identification)

[Signature]
Signature of Person Taking Acknowledgement

Laurie J. Wood-Peters
Name

Administrative Assistant
Title or Rank

N/A
Serial Number, if any

My Commission Expires: March 4, 2001

Commission No.: CC 626525

Revised 05/04/94



EXHIBIT "A"

REV. 07/19/00

DESCRIPTION

A TRACT OF LAND IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 WITH THE NORTHERLY RIGHT OF WAY LINE OF WHITFIELD AVENUE (120 FEET WIDE), (THE FOLLOWING TWO CALLS ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE); THENCE N.78°17'40"E., A DISTANCE OF 515.06 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.79 FEET AND A CENTRAL ANGLE OF 04°17'45"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 219.28 FEET TO THE WESTERLY LINE OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 1 RECORDED IN PLAT BOOK 33 AT PAGE 97 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING EIGHTEEN CALLS ARE ALONG SAID WESTERLY LINES AND THE WESTERLY LINES OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 2 RECORDED IN PLAT BOOK 35 AT PAGE 104 OF SAID PUBLIC RECORDS); THENCE N.07°24'35"W., A DISTANCE OF 140.00 FEET; THENCE N.20°02'44"W., A DISTANCE OF 51.22 FEET; THENCE N.07°36'57"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.07°36'57"E., A RADIAL DISTANCE OF 3,234.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°19'58", A DISTANCE OF 188.17 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 97°43'39"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 59.70 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°10'33"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 90.34 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°33'45"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 31.09 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 22°06'12"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 351.06 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°48'38"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 97.08 FEET TO THE POINT OF COMPOUND CURVE (PCC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 58°50'59"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 35.95 FEET; THENCE N.15°02'47"E., A DISTANCE OF 21.28 FEET; THENCE N.52°39'41"E., A DISTANCE OF 36.97 FEET; THENCE N.37°43'18"W., A DISTANCE OF 120.00 FEET; THENCE N.04°35'37"W., A DISTANCE OF 59.95 FEET; THENCE N.38°26'43"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.38°26'43"W., A RADIAL DISTANCE OF 2,474.38 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°01'40", A DISTANCE OF 648.99 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 08°59'03"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 69.78 FEET; THENCE N.44°29'21"W., A DISTANCE OF 94.50 FEET TO THE CENTERLINE OF RATTLESNAKE SLOUGH, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.37°31'30"E., A RADIAL DISTANCE OF 157.36 FEET (THE FOLLOWING ELEVEN CALLS ARE ALONG THE CENTERLINE OF RATTLESNAKE SLOUGH); THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°33'13", A DISTANCE OF 39.97 FEET; THENCE S.37°55'16"W., A DISTANCE OF 260.64 FEET; THENCE S.61°01'09"W., A DISTANCE OF 102.38 FEET; THENCE S.51°16'58"W., A DISTANCE OF 362.47 FEET; THENCE S.49°11'55"W., A DISTANCE OF 402.17 FEET; THENCE S.49°57'00"W., A DISTANCE OF 131.64 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 33°00'21"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 77.77 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10°31'17"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 18.36 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N.89°40'04"W. ALONG SAID NORTHERLY LINE, A DISTANCE OF 142.06 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE S.00°05'42"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 1036.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.993 ACRES, MORE OR LESS.

PDR-97-04/99-5-22(F)

MANAYEE TOWNSHIP

MANAYEE TOWNSHIP
MAY 26 2000
12:02 PM
STEPH B

Page 1 of 1

MISCELLANEOUS INVOICE

INVOICE # : 016325

PRINT DATE : 05/26/2000

INVOICE DATE : 05/26/2000

PRINT TIME : 12:02:00

OPERATOR : stephb

COPY # : 1

RECEIVED BY : stephb

CASH DRAWER: CASHIER

REC'D. FROM : TAYLOR WOODROW COMM

UDF 100.1 :

UDF 100.2 :

NOTES : CARLYLE UT 4 VILLAGES OF PALM AIRE

FEE ID	AMOUNT	THIS REPT	BALANCE
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TOTALS:	1000.00	1000.00	0.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	1000.00	00322
TOTAL INVOICE :	1000.00	

10/09/1997 16:15 9417493071

MANATEE CO PLANNING

PAGE 02

"CONCURRENCY" CERTIFICATE OF LEVEL OF SERVICE COMPLIANCE
Planning 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: 07/22/1997 Expiration Date: 07/22/2000

CERTIFICATE NUMBER: CLOS/97-078

Project Name TAYLOR WOODROX CONX/PALK AXRX PARCEL

Project File No. PDR-97-04(R)(P)

Type of Development Order PLANNED DEVELOPMENT RESIDENTIAL

Location: Sec. 21.25 Twp. 15S Rge. 18E

DPT# 17406.0005/4.18784.2000/6.15788.0005/2 Land Acres 1-

ADDRESS WHITFIELD AVENUE WATER TREATMENT PLANT BE

MUST THE DEVELOPMENT ORDER CONTAIN CONDITIONS AND AGREEMENTS TO ASSURE COMPLIANCE? YES XX NO

Prior to final site plan approval, the Engineer of Record/Architect must provide documentation to prove that concurrency has been met relative to fire flow and drainage design.

Traffic is approved with the following stipulations:

Prior to the first certificate of occupancy, the following site related transportation improvements shall be implemented:

1- At the middle access driveway located on the South side of Whitfield Avenue, provide as follows:

- a. An Eastbound right-turn lane, 155 feet in length, including a 50 foot taper.
- b. A Westbound left-turn lane, 155 feet in length, including a 50 foot taper. The queue length component should be 25 feet.

10/09/1997 16:15

5417493071

MANATEE CO PLANNING

PAGE 03

TAYLOR WOODROW/PALM AIRX CLOS
 PDR-97-04 (S) (P)
 PAGE 2

2- At the middle access driveway located on the North side of Whitfield Avenue, provide as follows:

a. An Eastbound left-turn lane, 155 feet in length, including a 50 foot taper. The queue length component should be 75 feet.

b. A Westbound right-turn lane, 155 feet in length, including a 50 foot taper.

3- Participate in geometric and signal improvements to the intersection of University Parkway & Whitfield Avenue. Such participation was estimated at \$14,650.

4- Participate in geometric and future signalization to the intersection of Lockwood Ridge Road & Whitfield Avenue. Such participation was estimated at \$32,000.

5- Participate in future signalization to the intersection of Lockwood Ridge & Tallevast Roads. Such participation was estimated at \$10,434.

6- At the intersection of Whitfield Avenue & West Country Club Lane, provide as follows:

a. An Eastbound left-turn lane, 155 feet in length, including a 50 foot taper. Moreover, the queue length component should be a minimum of 75 feet.

b. A Westbound right-turn lane, 155 in length, including a 50 foot taper.

SPECIAL EXCEPTION:

A "Special Exception" to Compliance with the Comprehensive Plan Concurrency requirements approved by:

Y/A
 Planning Department

APPROVAL:

This development complies with the Comprehensive Plan Concurrency requirements:

Nicki Ryan
 Approved by: Planning Department, Growth Management Division
 (Traffic circulation, mass transit, drainage, sanitary sewer, solid waste and potable water; parks if residential)
 • 572 SINGLE FAMILY DETACHED AND SEMI-DETACHED UNITS

PDR- 97-04/99-5-22(F)

MANATEE COUNTY

Thank you - Rec.# 5216325 5216325
Cash No: -
Dt./Pr./Doc.# -
05/26/2000 12:05:45
AMOUNT 800 PERMITTING CASH -HOTO
BLL 50322 1,000.00
DOLLARS/MONEY
GRDEP
Total 1,000.00
Change 0.00

Page 1 of 1

MISCELLANEOUS INVOICE

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INVOICE DATE : 05/26/2000 PRINT TIME : 12:02:03
OPERATOR : stephb
COPY # : 1

RECEIVED BY : stephb CASH DRAWER: CASHIER
REC'D. FROM : TAYLOR WOODROW COMM
UDF 106.1 :
UDF 106.2 :

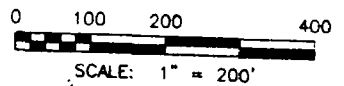
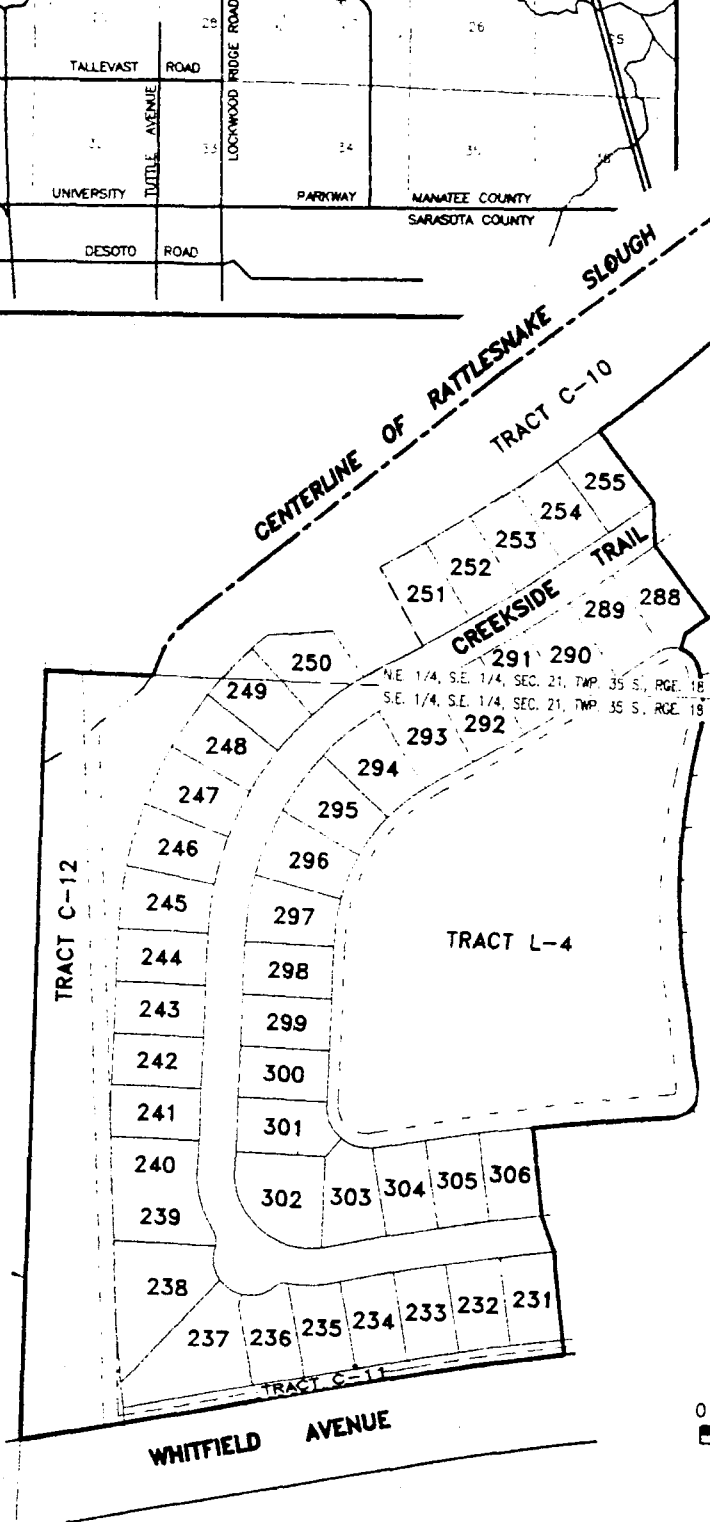
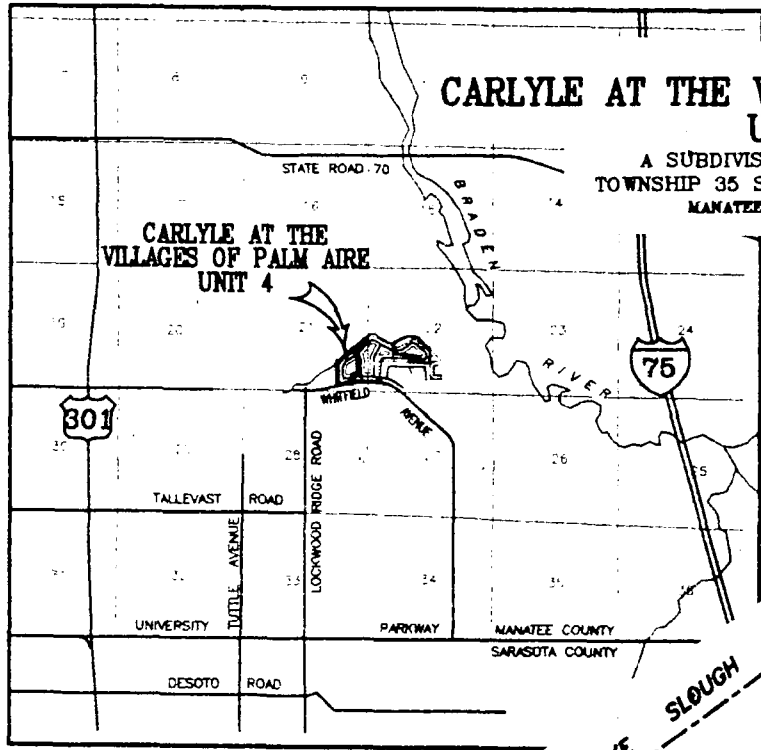
NOTES : CARLYLE UT 4 VILLAGES OF PALM AIRE

FEE ID	AMOUNT	THIS RCPT	BALANCE
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TOTALS:	1000.00	1000.00	0.00

METHOD OF PAYMENT	AMOUNT	NUMBER
CHECK	1000.00	00322
TOTAL INVOICE :	1000.00	

CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 4

A SUBDIVISION IN SECTION 21
TOWNSHIP 35 SOUTH, RANGE 18 EAST
MANATEE COUNTY, FLORIDA



SCALE: 1" = 200'


Form No. 8402 - Revised

TITLE CERTIFICATION

SUBDIVISION NAME: Carlyle at The Villages of Palm-Aire Unit 4
LEGAL DESCRIPTION: See Exhibit "A" attached hereto.

I, MARC I. SPENCER, licensed attorney, hereby confirm that apparent record title to the land described above and shown on the plat of Carlyle at The Villages of Palm-Aire Unit 4 is in the name of TAYLOR WOODROW COMMUNITIES, a Florida general partnership, who is the party executing the offer of dedication appearing on the above identified plat. All property taxes, including 2000 taxes, have been paid on the land described as of the date of certification. There are no mortgages or liens of record.

WITNESS my hand and seal at Sarasota County, Florida, this 11th day of December, 2000.



MARC I. SPENCER

FLORIDA BAR #0508950

Taylor Woodrow Communities
7120 S. Beneva Road
Sarasota, FL 34238

EXHIBIT "A"

REV. 07/19/00

DESCRIPTION

A TRACT OF LAND IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 WITH THE NORTHERLY RIGHT OF WAY LINE OF WHITFIELD AVENUE (120 FEET WIDE), (THE FOLLOWING TWO CALLS ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE); THENCE N.78°17'40"E., A DISTANCE OF 515.06 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.79 FEET AND A CENTRAL ANGLE OF 04°17'45"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 219.28 FEET TO THE WESTERLY LINE OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 1 RECORDED IN PLAT BOOK 33 AT PAGE 97 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING EIGHTEEN CALLS ARE ALONG SAID WESTERLY LINES AND THE WESTERLY LINES OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 2 RECORDED IN PLAT BOOK 35 AT PAGE 104 OF SAID PUBLIC RECORDS); THENCE N.07°24'35"W., A DISTANCE OF 140.00 FEET; THENCE N.20°02'44"W., A DISTANCE OF 51.22 FEET; THENCE N.07°36'57"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIAL DISTANCE LIES S.07°36'57"E., A RADIAL DISTANCE OF 3,234.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°19'58", A DISTANCE OF 188.17 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 97°43'39"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 59.70 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°10'33"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 90.34 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°33'45"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 31.09 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 22°06'12"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 351.06 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°48'38"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 97.08 FEET TO THE POINT OF COMPOUND CURVE (PCC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 58°50'59"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 35.95 FEET; THENCE N.15°02'47"E., A DISTANCE OF 21.28 FEET; THENCE N.52°39'41"E., A DISTANCE OF 36.97 FEET; THENCE N.37°43'18"W., A DISTANCE OF 120.00 FEET; THENCE N.04°35'37"W., A DISTANCE OF 59.95 FEET; THENCE N.38°26'43"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIAL DISTANCE LIES N.38°26'43"W., A RADIAL DISTANCE OF 2,474.38 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°01'40", A DISTANCE OF 648.99 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 08°59'03"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 69.78 FEET; THENCE N.44°29'21"W., A DISTANCE OF 94.50 FEET TO THE CENTERLINE OF RATTLESNAKE SLOUGH, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIAL DISTANCE LIES S.37°31'30"E., A RADIAL DISTANCE OF 157.36 FEET (THE FOLLOWING ELEVEN CALLS ARE ALONG THE CENTERLINE OF RATTLESNAKE SLOUGH); THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°33'13", A DISTANCE OF 39.97 FEET; THENCE S.37°55'16"W., A DISTANCE OF 260.64 FEET; THENCE S.61°01'09"W., A DISTANCE OF 102.38 FEET; THENCE S.51°16'58"W., A DISTANCE OF 362.47 FEET; THENCE S.49°11'55"W., A DISTANCE OF 402.17 FEET; THENCE S.49°57'00"W., A DISTANCE OF 131.64 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 33°00'21"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 77.77 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10°31'17"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 18.36 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N.89°40'04"W. ALONG SAID NORTHERLY LINE, A DISTANCE OF 142.06 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE S.00°05'42"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 1036.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.993 ACRES, MORE OR LESS.



MANATEE COUNTY GOVERNMENT

PLANNING DEPARTMENT
"TO SERVE WITH EXCELLENCE"

May 2, 2000

Mr. Thomas M. Stovall, P.E.
Kimley-Horn and Associates, Inc.
Suite 100
8586 Potter Park Drive
Sarasota, Fl. 34238

RE: Villages of Palm Aire Unit IV, Carlye West PDR-97-04
Performance Bond Cost Estimate

Dear Mr. Stovall:

Your cost estimate for a Performance Bond for the completion of remaining site work improvements to serve the above referenced development is approved for the appropriate surety.

A Performance Bond in the amount of \$235,815.32, which is 130% of the estimated cost of completion of the remaining site work for Unit IV would be sufficient to assure the County construction of the required public improvements.

If we can be of further assistance, please contact me at 749-3070, Ext. 6858.

Sincerely,

AR Wallace
Alfred R. Wallace

Engineer II
Growth Management Division

cc: Records Management
M. Jane Oliver, MCPD
Debbie Perron, MCPD

March 2, 2000

Mr. Al Wallace
Manatee County Growth Management
County Administration Building
1112 Manatee Avenue West, 4th Floor
Bradenton, Florida 34206

Re: Villages of Palm Aire, Unit 4, Carlyle West
Engineer's Opinion of Probable Cost for Performance Bond
Manatee County File No. PDR-97-04/99-S-63(F)

Our Ref: 048006020

Dear Mr. Wallace:

I hereby certify that the installation costs outlined herein represents our estimate of the actual cost of all required public improvements to serve the above referenced development. The attached Opinion of Probable Cost has been prepared in order for a Performance Bond to be posted with Manatee County for the purpose of completing any construction within County right-of-way or easements in the development.

Upon completion of your review and approval of this engineer's estimate of \$181,396.40, please notify our office so that the appropriate surety may be obtained. The developer of this project, Taylor Woodrow Communities, will furnish security in the form of a bond or letter of credit in the amount of \$235,815.32 (130% of the estimated cost) to guarantee completion of the required improvements.

Thank you in advance for your cooperation. Please advise if you should have any questions or require additional information.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Thomas M. Stovall, P.E.
Florida Registration #41224

TMS:cdm(h:)

Attachments

cc: Michael Miller, Taylor Woodrow Communities

L0302PERBOND.CARW(h:)

ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION

FOR

VILLAGES OF PALM AIRE, UNIT 4, CARLYLE WEST

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
I. CLEARING AND EARTHWORK				
1	Final grading of road bed and area from back of curb to back of utility easement	3,450 LF	\$ 1.70	\$ 5,865.00
2	Survey Monumentation	44 EA	70.00	3,080.00
CLEARING AND EARTHWORK TOTAL				\$ 8,945.00
II. UNDERGROUND				
II.a DRAINAGE				
1	24" RCP	488 LF	\$ 23.00	\$ 11,224.00
2	Endwalls	2 EA	885.00	1,770.00
3	Type " F " Inlets	6 EA	1,700.00	10,200.00
4	6" Roadside underdrain	870 LF	7.25	6,307.50
5	Underdrain cleanouts	4 EA	125.00	500.00
6	Underdrain endcaps	4 EA	20.00	80.00
DRAINAGE SUBTOTAL				\$ 30,081.50
II.b SANITARY SEWER				
1	Manholes	5 EA	\$ 2,100.00	\$ 10,500.00
2	8" PVC, SDR-26	1,108 LF	17.50	19,390.00
3	Single service	5 EA	295.00	1,475.00
4	Double service	13 EA	400.00	5,200.00
5	Final adjust cleanouts and pads on existing sewer services	7 EA	125.00	875.00
6	Adjust existing ring and cover	1 EA	125.00	125.00
7	Connect to existing manhole	1 EA	700.00	700.00
SANITARY SEWER SUBTOTAL				\$ 38,265.00
II.c WATER DISTRIBUTION				
1	6" PVC DR-18, C-900 CL 150	1,655 LF	\$ 7.00	\$ 11,585.00
2	6" Fittings	6 EA	155.00	930.00
3	6" Gate valve and box	1 EA	575.00	575.00

**ENGINEERS OPINION OF PROBABLE COST OF CONSTRUCTION
FOR
VILLAGES OF PALM AIRE, UNIT 4, CARLYLE WEST**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
4	Fire hydrant assembly	1 EA	1,900.00	1,900.00
5	1" Water service	39 EA	\$ 270.00	\$ 10,530.00
6	Remove existing plug and tie into existing watermain	1 EA	400.00	400.00
WATER DISTRIBUTION SUBTOTAL				25,920.00
UNDERGROUND TOTAL				\$ 94,266.50
III. ROAD CONSTRUCTION				
1	Type "M" curb includes all curb trans. for handicap ramps	3,306 LF	\$ 5.00	\$ 16,530.00
2	Type "F" curb includes all curb trans. For handicap ramps	144 LF	8.50	1,224.00
3	Subbase	4,696 SY	1.95	9,157.20
4	6" soil cement base and prime	4,696 SY	5.80	27,236.80
5	1½" Type III asphalt surface	4,696 SY	2.65	12,444.40
6	Sod along curbs, around structures, and as directed by owner/engineer	774 SY	1.25	967.50
7	Pavement markings, traffic control signs, and street name signs	1 LS	250.00	250.00
8	4' wide sidewalk fronting lots	1660 LF	6.25	10,375.00
ROAD CONSTRUCTION TOTAL				\$ 78,184.90
SUMMARY				
I. CLEARING AND EARTHWORK				\$ 8,945.00
II. UNDERGROUND				\$ 94,266.50
III. ROAD CONSTRUCTION				\$ 78,184.90
TOTAL				\$ 181,396.40
PERFORMANCE BOND @ 130%				\$ 235,815.32



MANATEE COUNTY GOVERNMENT

PLANNING DEPARTMENT
"TO SERVE WITH EXCELLENCE"

July 19, 2000

Mr. Brendan Beck
Kimley-Horn and Assoc., Inc.
Suite 100
8586 Potter Park Drive
Sarasota, Fl. 34238

RE: Villages Of Palm Aire, Carlyle, Phase IV, PDR-97-04
Private Improvements Performance Bond Cost Estimate
Landscape and Irrigation

Dear Mr. Beck:

Your cost estimate for a Performance Bond for the completion of the above referenced development is approved for the appropriate surety.

A Performance Bond in the amount of \$142,861.00, which is 200% of the estimated cost of completion of the remaining private improvements, plus a 3% administrative fee, for Phase IV, would be sufficient to assure the County construction of the required improvements.

If we can be of further assistance, please contact me at 749-3070, Ext. 6858.

Sincerely,

Alfred R. Wallace
Engineer II
Growth Management Division

cc: Records Management
Debbie Perron, MCPD
Jane Oliver, MCPD
Charles Rudolph, MCPMD - 6th. Ave. E.

MCPD FORM 4014arw 1/01/97

March 30, 2000

Mr. Aristotle Shinas
Manatee County Planning Department
1112 Manatee Avenue West
Bradenton, FL 34205

Re: Villages of Palm Aire - Carlyle Phase IV #9734

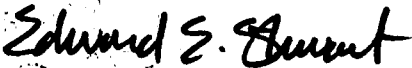
Dear Mr. Shinas:

Our office has reviewed the updated plans, revision dated 01/18/00, we prepared for the various buffer and internal tree planting areas of Carlyle at the Villages of Palm Aire for the purpose of determining the planted cost of trees not yet in place. The currently planted trees plus the quantity of trees below conforms to the updated plans and phasing lines. The following is a summary of estimated planting costs for the selected areas:

Carlyle Phase IV		
<u>Lake L-1</u>	18 Oaks @ 2.5" dbh	= \$ 7,200.00
	14 Pines / Cypress @ 2.5" dbh	= \$ 3,500.00
<u>Whitfield Avenue C-7</u>	18 Trees @ 6" dbh	= \$ 18,000.00
<u>Wetland Area 1</u>	5 Oaks @ 2.5" dbh	= \$ 2,000.00
	53 Pines / Cypress @ 2.5" dbh	= \$ 13,250.00
	4 Holly @ 2.5" dbh	= \$ 1,000.00
	72 Myrtle @ 2.5" dbh	= \$14,400.00
	Irrigation for above areas	= \$ 10,000.00

Total estimated value: \$ 69,350.00

Respectfully submitted,



Edward E. Stewart, ASLA

9734\cert7

CLERK OF THE CIRCUIT COURT - MANATEE COUNTY
R. B. "CHIPS" SHORE
P. O. BOX 25400 BRADENTON FL 34206

RECEIPT # 1 OF # 1

BOARD RECORDS

PAYOR/MEMO: 0 0
TYPE: PLAT Pages: 1

RI JK 41048325 1/16/01 1:15:54 PM \$0000000000.00

RP	RECORDING PLAT	001 0000000341100	3	30.00
C500	COPIES	001 00000003411400	8	40.00
CC	CERTIFYING COPIES	001 00000003411400	2	2.00
RP	ADTL PAGES RECORD	001 00000003411100	3	45.00

TOTAL 117.00

OFFICE HOURS *****8:30 AM - 5:00 PM
PROMPT AND COURTEOUS SERVICE IS OUR GOAL

THIS RECEIPT MUST BE VALIDATED
BY CENTRAL CASHIERING

Thank You - Rec. # 41048325 -
41048325
Case No: 2001 RC 0000005 - 2001 RC 0000005
Bk./Pg./Doc.# 1662/6978/1434200 -
1662/6978/1434200
01/16/2001 13:51:07
RC00068 RECORDING CASH BOOK
CHECK/MONEY 97165 117.00
ORDER
Total 117.00
Receipt(s) Amount 117.00
Change 0.00

TAYLOR WOODROW COMMUNITIES

January 15, 2001

Check Total
\$117.00

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	ADJUSTS	NET AMOUNT
caryle#4	01/09/01	pa000/000/9000	117.00	0.00	117.00
Check Subtotal		----->>	117.00	0.00	117.00

Handwritten signature

Please Detach Before Presenting for Payment

BK 1662 PG 6978 DKT # 1434280
FILED AND RECORDED 1/16/01 1:51:07 PM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

CLERK'S CERTIFICATE OF PLAT RECORDING

STATE OF FLORIDA
COUNTY OF MANATEE

NOTICE TO THE PUBLIC: PLEASE NOTE THE FOLLOWING
SUBDIVISION HAS BEEN RECORDED IN THE PUBLIC RECORDS
OF MANATEE COUNTY, FLORIDA:

CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 4

IN PLAT BOOK 36 PAGE(S) 194 THRU 197

R.B. SHORE
CLERK OF CIRCUIT COURT
MANATEE COUNTY, FLORIDA

BY: J. Jersey
DEPUTY CLERK



OWNER OF RECORD AS STATED ON PLAT: TAYLOR
WOODROW COMMUNITIES

REQUIRED IMPROVEMENTS AGREEMENT

(In conjunction with a Surety Bond as security guaranteeing completion of Required Improvements)

WHEREAS, Taylor Woodrow Communities, a Florida general partnership, ("Developer") has made application to Manatee County, Florida ("County"), for approval of a proposed subdivision or final site plan identified as Carlyle at The Villages of Palm Aire, Unit 4 ("Project"); and

WHEREAS, the Manatee County Land Development Code (LDC), Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

WHEREAS, the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Developer herewith tenders to the County a Surety Bond which is in an amount representing at least 130% of that estimated cost.

WITNESSETH:

1. The Developer, in consideration for the mutual covenants and conditions contained herein, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the LDC, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. Developer and American Home Assurance Company, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of Two Hundred Thirty Five Thousand Eight Hundred Fifteen and 32/100 Dollars (\$235,815.32), and the Developer herewith tenders to the County a Surety Bond, No. 20-84-40, dated June 14, 2000, with American Home Assurance Company, in the amount of \$235,815.32. Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been accepted by the County.

Accepted in open session.....1/9/01.....
Board of County Commissioners, Manatee County

3. CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:

- (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 1st day of September, ~~2000~~²⁰⁰¹, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements and will pay all costs thereof, including and without limitation all engineering, legal, and contingent costs.
- (b) Alternatively, if the Developer should fail or refuse to complete all Required Improvements in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Required Improvements shall be at the sole discretion of the County.
4. 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 the Required Improvements without regard to the amount of this Bond.
5. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby agrees.
6. This Agreement shall become effective upon the execution hereof by both parties hereto.

FOR: Carlyle at The Villages
of Palm Aire, Unit 4

SIGNED AND SEALED this _____ day of _____, 2000

WITNESSES:

Candice Marie Pierce
Witness

CANDICE MARIE PIERCE
Type or Print Name
Patrick A. Crane
Witness

Patrick A. Crane
Type or Print Name
Candice Marie Pierce
Witness

CANDICE MARIE PIERCE
Type or Print Name
Patrick A. Crane
Witness

Patrick A. Crane
Type or Print Name

OR CORPORATE SEAL:

TAYLOR WOODROW COMMUNITIES, a
Florida general partnership

BY: MONARCH HOMES OF FLORIDA,
INC., a Florida corporation, a
general partner

By: *John R. Peshkin*
John R. Peshkin
Its: President

BY: TAYLOR WOODROW HOMES FLORIDA,
INC., a Florida corporation, a
general partner

By: *John R. Peshkin*
John R. Peshkin
Its: President

7120 South Beneva Road
Postal Address

Sarasota FL 34238
City State Zip

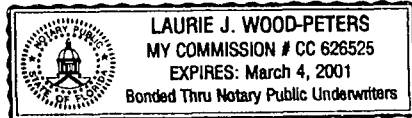
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me
this 31st day of May, 2000, by John R. Peshkin, as
President of Monarch Homes of Florida, Inc., a Florida
corporation, and President of Taylor Woodrow Homes Florida, Inc.,
a Florida corporation, the general partners of Taylor Woodrow
Communities, a Florida general partnership, on behalf of the
partnership identified herein as Developer and who is personally
known to me ~~or who has produced~~ (Type of
~~Identification)~~ as identification and who ~~did~~/did not take an
oath.

NOTARY SEAL:



Laurie J. Wood-Peters
Notary Public
Laurie J. Wood-Peters
Print Name of Notary

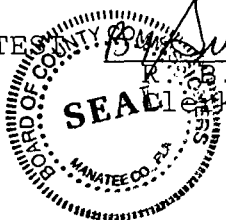
Commission No. _____ My Commission Expires _____

Approved and accepted for and on behalf of Manatee County,
Florida, this 9th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: *Joe M'Clash*
Chairman

ATTEST: *Susan L. Bonine*
R. L. Shore
Clerk of the Circuit Court



1/11/01 reg on Bond file #1309
✓ access m

SURETY BOND

FOR PERFORMANCE OF REQUIRED IMPROVEMENTS

(Attachment "A")

BOND NO. 20-84-40

KNOW ALL MEN BY THESE PRESENTS:

That the Developer Taylor Woodrow Communities, a Florida general partnership, as Principal, and American Home Assurance Company as 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 (\$235,815.32) Two Hundred Thirty Five Thousand Eight Hundred Fifteen and 32/100 Dollars 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 "Required Improvements Agreement" 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 Jan. 9, 2001 with the obligation to do and perform certain work relating to Carlyle at The Villages of Palm Aire, Unit 4.

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 listed below. 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.

Accepted in open session.....1/9/01.....
Board of County Commissioners, Manatee County

INSURANCE COMPANY SIGNATURE FORM

FOR: Carlyle at The Villages of Palm-Aire, Unit 4
(Name of Project)

BOND NO. 20-84-40

SIGNED AND SEALED this 14th day of JUNE, 2000

AMERICAN HOME ASSURANCE COMPANY

Surety Company Name

By: Cynthia L. Lewis
Signature - As its Agent

CYNTHIA L. LEWIS, ATTORNEY-IN-FACT

Print Name & Title

P.O. Box 25477, 100 North Tampa
Street, Suite 2550

Address

Tampa FL 33603
City State Zip

WITNESSES OR CORPORATE SEAL

Susan Hecker

Signature

Susan Hecker

Print Name

Susan Exline

Signature

SUSAN EXLINE

Print Name

NOTARY ACKNOWLEDGEMENT

(See attached California ALL-PURPOSE ACKNOWLEDGMENT)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2000, by _____ as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:

Notary Public

Print Name of Notary

Commission No. _____

My Commission Expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

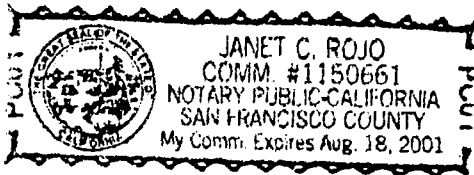
County of San Francisco

On **June 14, 2000** before me, **Janet C. Rojo, Notary Public**

personally appeared ----- **Cynthia L. Lewis** -----

personally known to me - **OR** -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Janet C. Rojo

Signature of Notary

DEVELOPER SIGNATURE FORM

FOR: Carlyle at The Villages of Palm-Aire, Unit 4
(Name of Project)

BOND NO. 20-84-40

SIGNED AND SEALED this _____ day of _____, 2000

WITNESSES OR CORPORATE SEAL:

TAYLOR WOODROW COMMUNITIES, a Florida general partnership

Candice Marie Pierce
Witness

BY: MONARCH HOMES OF FLORIDA, INC., a Florida corporation, a general partner

CANDICE MARIE PIERCE

Type or Print Name

By: John R. Peshkin
Its: President

Patricia A. Crane
Witness

Patricia A. Crane

Type or Print Name

BY: TAYLOR WOODROW HOMES FLORIDA, INC., a Florida corporation, a general partner

Candice Marie Pierce
Witness

CANDICE MARIE PIERCE

Type or Print Name

By: John R. Peshkin
Its: President

Patricia A. Crane
Witness

Patricia A. Crane

Type or Print Name

7120 South Beneva Road
Postal Address

Sarasota FL 34238
City State Zip

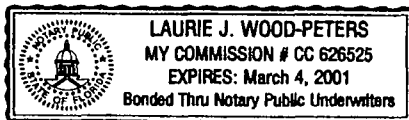
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of May, 2000, by John R. Peshkin, as President of Monarch Homes of Florida, Inc., a Florida corporation, and President of Taylor Woodrow Homes Florida, Inc., a Florida corporation, the general partners of Taylor Woodrow Communities, a Florida general partnership, on behalf of the partnership identified herein as Developer and who is personally known to me ~~or who has produced~~ (Type of Identification) as identification and who ~~did~~/did not take an oath.

NOTARY SEAL:



Laurie J. Wood-Peters
Notary Public
Laurie J. Wood-Peters
Print Name of Notary

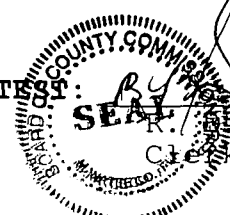
Commission No. _____ My Commission Expires _____

APPROVED AND ACCEPTED for and on behalf of Manatee County, Florida, this 9th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: Joe McClain
Chairman

ATTEST: Susan G. Romine
Shore
Clerk of the Circuit Court



American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office 70 Pine Street, New York, N.Y. 10270

No. 03-B-54650

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Terry J. Moughan, Jack M. Woodruff, Cynthia L. Lewis, Donna M. Gergurich, Susan Gannuscio, Janet C. Rojo,
Thomas J. Gallagher, Swan Lee: of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 3rd day of February, 2000.

Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, P.A.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 3rd day of February, 2000 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 2002

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business:

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 14th day of JUNE, 2000


Elizabeth M. Tuck, Secretary

For: Carlyle at the Villages
of Palm-Aire, Unit 4
Bond No. 28-84-40

AFFIRMATION AND ACCEPTANCE OF LOCAL ADDRESS

By signature below, I hereby affirm and accept the designation of the Tampa office of the American International Companies, parent company of The American Home Assurance Company, located at P.O. Box 25477, 100 North Tampa Street, Suite 2550, Tampa, Florida 33603, to accept any correspondence or other matters concerning this Bond.

Witness

Megan Broach
Signature

Megan Broach
(Type or Print Name)

By Emmy Clough
Signature

Emmy Clough Administrative
(Type of Print Name & Title) Coordinator

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of July, 2000, by _____ as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:



Sharon K. Moore
MY COMMISSION # CC888211 EXPIRES
November 15, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Sharon K. Moore
Notary Public

Sharon K. Moore
Print Name of Notary

Commission No. _____

My Commission Expires: 11-15-03

c:\word\plmaire\affirmation8.doc

1/11/01 orig on Bond file #1309
✓ access ml

For: Carlyle at The Villages of
Palm-Aire, Unit 4
(Name of Project)

**REQUIRED IMPROVEMENTS AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT FOR PRIVATE IMPROVEMENTS**

(Required with a Surety Bond as security guaranteeing completing of Required Improvements, Form No. 8414)

WHEREAS, Taylor Woodrow Communities, a Florida general partnership, (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as Carlyle at The Villages of Palm-Aire, Unit 4 (Project), the legal description for which is more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the Manatee County Land Development Code, Ordinance 90-01, required that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

WHEREAS, in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

WHEREAS, the Developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

WHEREAS, the Developer has submitted a cost estimate certificate by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Surety Bond referred to below is in an amount which represents at least 200% of that estimated cost with a 3% administrative fee; and

WHEREAS, the Required Improvements shall be privately owned necessitating additional covenants and protections for the County and the public in the event that the Developer fails to complete the Required Improvements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. Developer and American Home Assurance Company, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as

Accepted in open session..... 1/19/01
1 Board of County Commissioners, Manatee County

For: Carlyle at The Villages of Palm-Aire, Unit 4
(Name of Project)

obligee/owner in the amount of One Hundred Forty Two Thousand Eight Hundred Sixty One and 00/100 Dollars (\$142,861.00), and the Developer herewith tenders to the County a Surety Bond, No. 20-85-102, dated August 19, 2000, with American Home Assurance Company in the amount of One Hundred Forty Two Thousand Eight Hundred Sixty One and 00/100 Dollars (\$142,861.00). Said Bond shall not expire until the Required Improvements guaranteed by this Bond have been approved by the County.

3. That in consideration of the foregoing, it is hereby mutually AGREED as follows:
- (a) The Developer shall complete to the satisfaction of the County all Required Improvements, on or before the 30 day of September, 2000, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be complete the Required Improvements, pay all costs thereof, including without limitation all engineering, legal and contingent costs.
 - (b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, the County, at its option, shall have the right to enter upon that portion of the Project property, as determined necessary by the County and take all actions required to construct and complete, or cause to be constructed the Required Improvements. In the event the County shall exercise such right, the County shall have the unqualified right to draw funds for the purpose of construction and completing the Required Improvements, or causing the same to be done, and for paying 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 terms of the surety bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill its obligations as described herein.
 - (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
 - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.
4. 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 the Required Improvements for the life of the Project, without regard to the amount of the surety Bond identified above. Should the Developer fail or refuse to complete the Required Improvements, as required, nothing herein shall be construed as affecting the County's right to resort to any

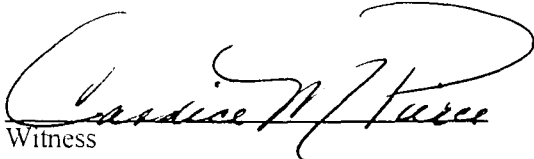
For: Carlyle at The Villages of Palm-Aire, Unit 4
(Name of Project)

and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

5. The Developer understands and agrees that in the event that the Required Improvements are not constructed or installed in the manner or time consistent with this Agreement, the County shall withhold further permits or approvals for the Project until the Required Improvements have been completed or adequate progress, as determined by the Board of County Commissioners, toward completion of the Required Improvements has been demonstrated.
6. Upon the County's completion of private improvements, the improvement shall be transferred to the Homeowner's Association or that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the County.

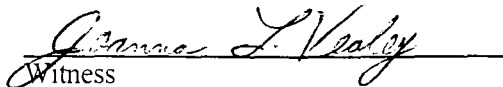
SIGNED AND SEALED this 14th day of August, 2000.

WITNESSES:


Witness

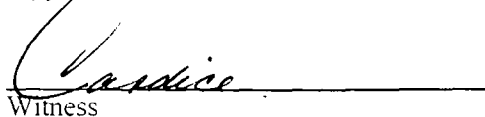
CANDICE MARIE PIERCE

Type or Print Name


Witness

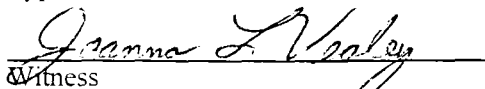
Joanna L. Vealey

Type or Print Name


Witness

CANDICE MARIE PIERCE

Type or Print Name


Witness

Joanna L. Vealey

Type or Print Name

OR CORPORATE SEAL:

Developer
TAYLOR WOODROW COMMUNITIES, a
Florida general partnership

BY: MONARCH HOMES OF FLORIDA,
a Florida corporation, a
general partner

By: 
John R. Peshkin
Its: President

BY: TAYLOR WOODROW HOMES FLORIDA,
INC., a Florida corporation, a
general partner

By: 
John R. Peshkin
Its: President

For: Carlyle at The Villages of Palm-Aire, Unit 4
(Name of Project)

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA

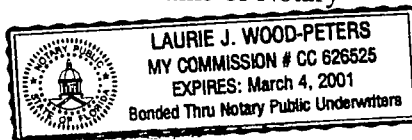
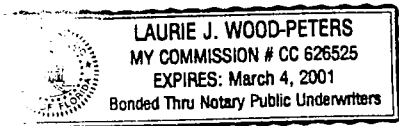
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of August, 2000 by John R. Peshkin, as President of Monarch Homes of Florida, Inc., a Florida corporation, and President of Taylor Woodrow Homes Florida, Inc., a Florida corporation, the general partners of Taylor Woodrow Communities, a Florida general partnership (Title), on behalf of the partnership identified herein as Developer and who is personally known to me ~~or who has produced~~ (Type of Identification) as identification.

NOTARY SEAL:

Laurie J. Wood-Peters
Notary Public

Laurie J. Wood-Peters
Print Name of Notary



Approved and accepted for and on behalf of Manatee County, Florida, this 9th day of January, 2000.
2001.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: De M. Clark
Chairman

ATTEST: Susan Blomie
R. B. Shore, Clerk of Circuit Court



EXHIBIT "A"

REV. 07/19/00

DESCRIPTION

A TRACT OF LAND IN SECTION 21, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21 WITH THE NORTHERLY RIGHT OF WAY LINE OF WHITFIELD AVENUE (120 FEET WIDE), (THE FOLLOWING TWO CALLS ARE ALONG SAID NORTHERLY RIGHT OF WAY LINE); THENCE N.78°17'40"E., A DISTANCE OF 515.06 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2924.79 FEET AND A CENTRAL ANGLE OF 04°17'45"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 219.28 FEET TO THE WESTERLY LINE OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 1 RECORDED IN PLAT BOOK 33 AT PAGE 97 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING EIGHTEEN CALLS ARE ALONG SAID WESTERLY LINES AND THE WESTERLY LINES OF CARLYLE AT THE VILLAGES OF PALM AIRE UNIT 2 RECORDED IN PLAT BOOK 35 AT PAGE 104 OF SAID PUBLIC RECORDS); THENCE N.07°24'35"W., A DISTANCE OF 140.00 FEET; THENCE N.20°02'44"W., A DISTANCE OF 51.22 FEET; THENCE N.07°36'57"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.07°36'57"E., A RADIAL DISTANCE OF 3,234.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°19'58", A DISTANCE OF 188.17 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 97°43'39"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 59.70 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 05°10'33"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 90.34 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 03°33'45"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 31.09 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 910.00 FEET AND A CENTRAL ANGLE OF 22°06'12"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 351.06 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 27°48'38"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 97.08 FEET TO THE POINT OF COMPOUND CURVE (PCC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 58°50'59"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 35.95 FEET; THENCE N.15°02'47"E., A DISTANCE OF 21.28 FEET; THENCE N.52°39'41"E., A DISTANCE OF 36.97 FEET; THENCE N.37°43'18"W., A DISTANCE OF 120.00 FEET; THENCE N.04°35'37"W., A DISTANCE OF 59.95 FEET; THENCE N.38°26'43"W., A DISTANCE OF 120.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.38°26'43"W., A RADIAL DISTANCE OF 2,474.38 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 15°01'40", A DISTANCE OF 648.99 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 08°59'03"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 69.78 FEET; THENCE N.44°29'21"W., A DISTANCE OF 94.50 FEET TO THE CENTERLINE OF RATTLESNAKE SLOUGH, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.37°31'30"E., A RADIAL DISTANCE OF 157.36 FEET (THE FOLLOWING ELEVEN CALLS ARE ALONG THE CENTERLINE OF RATTLESNAKE SLOUGH); THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°33'13", A DISTANCE OF 39.97 FEET; THENCE S.37°55'16"W., A DISTANCE OF 260.64 FEET; THENCE S.61°01'09"W., A DISTANCE OF 102.38 FEET; THENCE S.51°16'58"W., A DISTANCE OF 362.47 FEET; THENCE S.49°11'55"W., A DISTANCE OF 402.17 FEET; THENCE S.49°57'00"W., A DISTANCE OF 131.64 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET AND A CENTRAL ANGLE OF 33°00'21"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 77.77 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10°31'17"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 18.36 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21; THENCE N.89°40'04"W. ALONG SAID NORTHERLY LINE, A DISTANCE OF 142.06 FEET TO THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE S.00°05'42"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 1036.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.993 ACRES, MORE OR LESS.

1/11/01 reg on bond fee #1309
✓ access all

**SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**

(Attachment "B")

BOND NO. 20-85-12

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, Taylor Woodrow Communities, a Florida general partnership, as Principal, and American Home Assurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$142,861.00 (Numbers) One Hundred Forty Two Thousand Eight Hundred Sixty One and NO/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 "Required Improvements Agreement" 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 Jan. 9, 2001 (Board of County Commission approval date) with the obligation to do and perform certain work relating to Carlyle at The Villages of Palm-Aire, Unit 4 (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 "Required Improvements Agreement and Temporary Construction Easement for Private Improvements", 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. 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.

Accepted in open session.....1/9/01.....
Board of County Commissioners, Manatee County

INSURANCE COMPANY SIGNATURE FORM

FOR: Carlyle at The Villages of
Palm-Aire, Unit 4
(Name of Project)

BOND NO. 20-85-12

SIGNED AND SEALED this 3rd day of NOVEMBER, 20 00

American Home Assurance Company
Surety Company Name

By:

Cynthia L. Lewis
Signature - As its Agent
CYNTHIA L. LEWIS, ATTORNEY-IN-FACT

Print Name & Title
P.O. Box 25477, 100 North Tampa
Street, Suite 2550
Address

Tampa FL 33603
City State Zip

WITNESSES OR CORPORATE SEAL

Susan Exline
Signature
SUSAN EXLINE
Print Name

Melinda Thomas
Signature
MELINDA THOMAS
Print Name

NOTARY ACKNOWLEDGEMENT (See attached California All-Purpose Acknowledgment)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:

Notary Public

Print Name of Notary

Commission No. _____

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

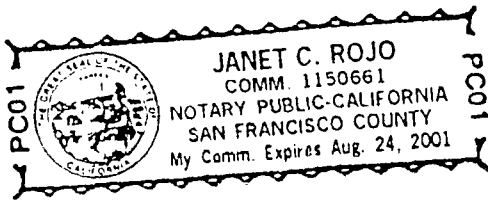
County of San Francisco

On **November 3, 2000** before me, **Janet C. Rojo, Notary Public**

personally appeared ----- **Cynthia L. Lewis** -----

personally known to me - **OR** -

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Janet C. Rojo

Signature of Notary

DEVELOPER SIGNATURE FORM

FOR: Carlyle at The Villages of Palm-
Aire, Unit 4

(Name of Project)

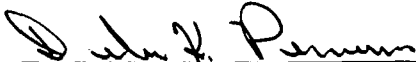
BOND NO. 20-85-12

SIGNED AND SEALED this 13th day of October, 2000

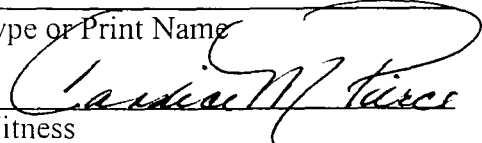
(If attorney-in-fact
attach Power of Attorney)


Developer
TAYLOR WOODROW COMMUNITIES, a
Florida general partnership


WITNESSES:


Witness
Debra K. Perman

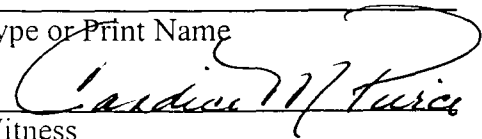
BY: MONARCH HOMES OF FLORIDA,
INC., a Florida corporation, a general
partner


Type or Print Name

Witness
CANDICE MARIE PIERCE

By: 
John R. Peshkin
Its: President

Type or Print Name

Witness
Debra K. Perman

BY: TAYLOR WOODROW HOMES
FLORIDA, INC., a Florida
corporation, a general partner

Type or Print Name

Witness
CANDICE MARIE PIERCE

By: 
John R. Peshkin
Its: President

Type or Print Name

7120 South Beneva Road
Postal Address
Sarasota FL 34238
City State Zip

DEVELOPER SIGNATURE FORM (cont.)

FOR: Carlyle at The Villages of Palm-Aire, Unit 4

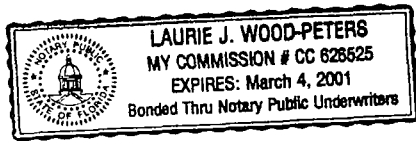
NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of October, 2000, by John R. Peshkin, as President (Title) of Monarch Homes of Florida, Inc., a Florida corporation, and as President (Title) of Taylor Woodrow Homes Florida, Inc., a Florida corporation, the general partners of Taylor Woodrow Communities, a Florida general partnership, on behalf of the partnership identified herein as Developer and who is personally known to me ~~or who has produced~~ _____ (Type of Identification) as identification.

NOTARY SEAL:



Laurie J. Wood-Peters
Notary Public
Laurie J. Wood-Peters
Print Name of Notary

APPROVED AND ACCEPTED for and on behalf of Manatee County, Florida, this 9th day of January, 2001.

BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: De M. Clark
Chairman

ATTEST: Susan Romine
R.B. Shore, Clerk of the Circuit Court



KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Terry J. Moughan, Jack M. Woodruff, Cynthia L. Lewis, Susan Hecker, Janet C. Rojo,
Thomas J. Gallagher, Swan Lee, Susan Exline: of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

this 5th day of July, 2000.



Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, PA.
Vice President, American Home Assurance Company

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 5th day of July, 2000 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporations thereto by authority of his office.

ELIZABETH TAYLOR
Notary Public, State of New York
No. 02140028038
Clerk of the County of
Columbia, New York, Feb. 14, 2000

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

this 3rd day of NOVEMBER, 2000



Elizabeth M. Tuck, Secretary

For: Carlyle at the Villages
of Palm-Aire, Unit 4
Bond No. 20-85-12

AFFIRMATION AND ACCEPTANCE OF LOCAL ADDRESS

By signature below, I hereby affirm and accept the designation of the Tampa office of the American International Companies, parent company of The American Home Assurance Company, located at P.O. Box 25477, 100 North Tampa Street, Suite 2550, Tampa, Florida 33603, to accept any correspondence or other matters concerning this Bond.

Witness

Tommy Clough
Signature

Tommy Clough
(Type or Print Name)

By Steve Krusko
Signature

STEVE KRUSKO - Asst. Vice President
(Type or Print Name & Title)

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8 day of November, 2000, by Steve Krusko as _____ (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced _____ (Type of Identification) as identification and who did/did not take an oath.

NOTARY SEAL:

Astrid Yildirim
Notary Public
Astrid Yildirim
Print Name of Notary

Commission No. _____

My Commission Expires: _____

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1/11/01 origin Bond fee #1309
✓ access ml

TAYLOR WOODROW COMMUNITIES

January 15, 2001

Check Total
\$117.00

Page 1
Check No.
97165

INVOICE	DATE	DESCRIPTION	GROSS AMOUNT	ADJUSTS	NET AMOUNT
caryle#4	01/09/01	pa000/000/9000	117.00	0.00	117.00
Check Subtotal			117.00	0.00	117.00

Please Detach Before Presenting for Payment

TAYLOR WOODROW COMMUNITIES

7120 South Beneva Road
Sarasota, Florida 34238
(941) 927-0999

64-79
811

SunTrust Bank, Gulf Coast
Downtown Sarasota Office
Sarasota, Florida
1-800-788-8787

Check No.
97165

January 15, 2001

PAY

Exactly **\$117.00**
ONE ONE SEVENTY AND 00/100 DOLLARS

VOID UNLESS PRESENTED WITHIN 90 DAYS

To
The Clerk of Court, Manatee
Order County
Of

TAYLOR WOODROW COMMUNITIES
[Signature]
AUTHORIZED SIGNATURE

\$117.00

⑈097165⑈ ⑆06100790⑆ 6084084810058⑈