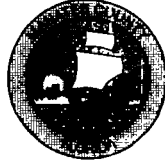


MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Avenue East
Bradenton, FL 34208

MANATEE COUNTY
FLORIDA

Phone: 941-708-7450
Fax: 941-708-7502
www.mymanatee.org

APPROVED IN OPEN SESSION

JUL 27 2010

To: Susan Romine, Board Records Supervisor
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Thru: Sue Sandhoff, Senior Fiscal Services Manager *Sue Sandhoff*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

RECEIVED

Date: June 29, 2010

JUL 6 2010

BOARD RECORDS

Subject: OAKLEAF HAMMOCK, PHASE IV
PDR-04-20/07-S-22 (F)
RELEASE REQUIRED IMPROVEMENTS AGREEMENT
ACCEPT REQUIRED IMPROVMENTS EXTENSION AGREEMENT
ACCEPT SURETY RIDER (1)
RELEASE PRIVATE IMPROVEMENTS AGREEMENTS (4)
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENTS (4)
ACCEPT SURETY RIDERS (4)

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- (1)
- **Authorization to release** the following *Required Improvements Agreement* in the amount of \$1,280,322.30 securing infrastructure improvements: potable water and wastewater;

PLEASE DO NOT RELEASE SURETY BOND NO. 8881729. This surety remains in effect per the Surety Rider notice below.

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement*. This is a one (1) year extension securing infrastructure improvements: potable water and wastewater.
- **Acceptance of** the following surety bond rider;

- **Surety Bond** No. 8881729, Surety Rider dated May 26, 2010 issued through Fidelity and Deposit Company of Maryland ;
- **Extended** to June 19, 2011
- **Amount** of Performance \$1,280,322.30;

(2)

- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvement*, in the amount of \$3,411,888.28 securing earthwork, paving and grading;

PLEASE DO NOT RELEASE SURETY BOND NO. 8881728. This surety remains in effect per the Surety Rider notice below.

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. This is a one (1) year extension securing the remaining private improvements for the completion of the earthwork, paving and grading;
- **Acceptance of** the following surety bond rider;
 - **Surety Bond** No. 8881728, Surety Rider dated May 26, 2010 issued through Fidelity and Deposit Company of Maryland ;
 - **Extended** to June 19, 2011
 - **Amount** of Private Performance \$3,411,888.28;

(3)

- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvement*, in the amount of 409,734.00 securing exotic nuisance removal, conservation signs and wetland buffer restoration;

PLEASE DO NOT RELEASE SURETY BOND NO. 8881727. This surety remains in effect per the Surety Rider notice below.

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. This is a one (1) year extension securing the remaining private improvements for the completion of the exotic nuisance removal, conservation signs and wetland buffer restoration;

- **Acceptance of** the following surety bond rider;
 - **Surety Bond** No. 8881727, Surety Rider dated May 26, 2010 issued through Fidelity and Deposit Company of Maryland ;
 - **Extended** to June 19, 2011
 - **Amount** of Private Performance \$409,734.00;

- (4)
- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvement*, in the amount of \$2,064,993.44 securing common area street trees and trail and recreation amenities;

PLEASE DO NOT RELEASE SURETY BOND NO. 8881755. This surety remains in effect per the Surety Rider notice below.

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. This is a one (1) year extension securing the remaining private improvements for the completion of the common area street trees and trail and recreation amenities;
- **Acceptance of** the following surety bond rider;
 - **Surety Bond** No. 8881755, Surety Rider dated June 3, 2010 issued through Fidelity and Deposit Company of Maryland ;
 - **Extended** to June 19, 2011
 - **Original Amount** of Private Performance \$2,064,993.44
 - **REDUCED Amount** of Private Performance \$1,069,352.18;

- (5)
- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvement*, in the amount of \$585,381.96 securing perimeter buffers landscape and irrigation;

Susan Romine – Oakleaf Hammock, Phase IV

June 29, 2010

Page 4

PLEASE DO NOT RELEASE SURETY BOND NO. 8881754. This surety remains in effect per the Surety Rider notice below.

- **Acceptance of** and authorization for Chairman to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. This is a one (1) year extension securing the remaining private improvements for the completion of the perimeter buffers landscape and irrigation;
- **Acceptance of** the following surety bond rider;
 - **Surety Bond** No. 8881754, Surety Rider dated June 3, 2010 issued through Fidelity and Deposit Company of Maryland ;
 - **Extended** to June 19, 2011
 - **Original Amount** of Private Performance \$585,381.96
 - **REDUCED Amount** of Private Performance \$450,709.46;

/jom

cc: Records Management
Lori Katzman, Ryland Group, Inc.
Fidelity and Deposit Company of Maryland

Attachment

(Ext.)

For: Oakleaf Hammock, Ph IV
Infrastructure Improvements: Potable Water & Wastewater
(Name of Project)

REQUIRED IMPROVEMENTS AGREEMENT

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

WHEREAS, THE RYLAND GROUP, INC., A Maryland corporation
(Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as OAKLEAF HAMMOCK, PHASE IV (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 FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, 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 ONE MILLION TWO HUNDRED EIGHTY THOUSAND THREE HUNDRED TWENTY-TWO & 30/100 Dollars (words) \$1,280,322.30 (numbers), and the Developer herewith tenders to the County a Surety Bond No 8881729 dated MAY 22, 2007 and SURETY RIDER dated MAY 26, 2010 extending to JUNE 19, 2011 with FIDELITY AND DEPOSIT COMPANY OF MARYLAND in the amount of ONE MILLION TWO HUNDRED EIGHTY THOUSAND THREE HUNDRED TWENTY-TWO & 30/100 Dollars (words) \$ 1,280,322.30 (numbers) already on file with the Clerk of the Circuit Court. Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the 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 19TH day of JUNE, 2011, 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.

(Req'd Impv Ext.)

For: Oakleaf Hammock, Ph IV

SIGNED AND SEALED this 26th day of May, 2010

WITNESSES:

Cynthia A. Taylor

Witness

Cynthia A. Taylor

Type or Print Name

Cori P. Katzman

Witness

Cori P. Katzman

Type or Print Name

Attorney)

THE RYLAND GROUP, INC.

Developer

BY: Kevin D. Huff

Signature

Kevin D. Huff

Type or Print Name

Assistant Vice President

Title (If attorney-in-fact Attach Power of

9426 Camden Field Parkway

Postal Address

Riverview FL 33578

City State Zip

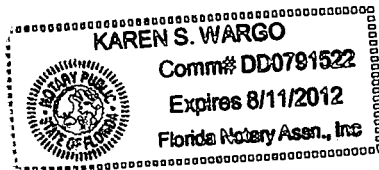
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 26th day of May, 2010, by Kevin D. Huff, as Assistant Vice President (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Karen S. Wargo
Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
Chairman

ATTEST: [Signature]
R. B. Shore, Clerk of the Circuit Court





Zurich North America Surety
Los Angeles Branch
801 N. Brand Blvd., Penthouse Suite
Glendale, California 91203

SURETY RIDER

To be attached to and form a part of:

Type of Bond: Performance Bond
Bond No: 8881729
Principal: The Ryland Group, Inc., a Maryland corporation
Executed by: Fidelity and Deposit Company of Maryland
In Favor of: County of Manatee, State of Florida

In consideration of the mutual agreements herein contained the Principal and Surety hereby consent to extension of time:


From: June 19, 2010

To: June 19, 2011

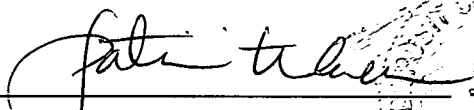
Nothing herein contained shall vary, alter or extend any provision or condition of this except as herein expressly stated.

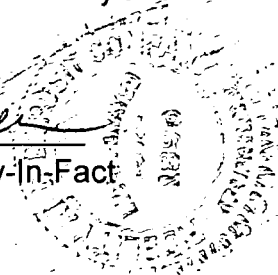
Signed, sealed and dated this 26th day of May, 2010.

The Ryland Group, Inc.,
a Maryland corporation

By: 
Ken D Murr, ASST VP

Fidelity and Deposit Company of Maryland


By: 
Patricia Talavera, Attorney-in-Fact



ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

A member of the  Zurich Financial Services Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 26 2010 before me, Daravy Mady, Notary Public

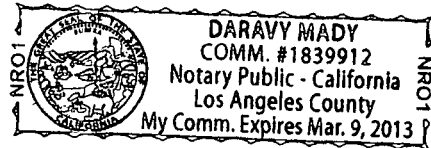
personally appeared, Patricia Talavera

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daravy Mady
SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) _____

Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Patricia TALAVERA, of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 16th day of September, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

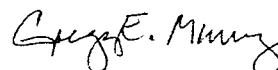
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of MAY 26 2010, _____.



Assistant Secretary

(Pvt Impv Ext)

For: Oakleaf Hammock, Ph IV
Earthwork, Paving & Grading
(Name of Project)

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

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, THE RYLAND GROUP, INC., a Maryland corporation (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **OAKLEAF HAMMOCK, PHASE IV** (Project), the legal description for which is more particularly described in Exhibit "A", which is already on file with the Clerk of the Circuit Court; and

WHEREAS, the Manatee County Land Development Code, 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.

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; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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.

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

2. Developer and FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, 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 THREE MILLION FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT & 28/100 Dollars (words) \$3,411,888.28 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 8881728, dated MAY 22, 2007, and SURETY RIDER dated MAY 26, 2010 extending to JUNE 19, 2011 with FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, in the amount of THREE MILLION FOUR HUNDRED ELEVEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT & 28/100 Dollars (words) \$3,411,888.28 (numbers). Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted 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 19TH day of JUNE, 2011 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 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 should 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. The Developer 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.

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

- (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 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.

(Pvt Imp./Surety- Developer is Corp.)

For: Oakleaf Hammock, Ph IV

SIGNED AND SEALED this 26th day of May, 2010

WITNESSES:

Cynthia A. Taylor
Witness

Cynthia A. Taylor
Type or Print Name

Cori P. Kutzera
Witness

Cori P. Kutzera
Type or Print Name

THE RYLAND GROUP, INC.

Developer

BY: Kevin D. Huff
Signature

Kevin D. Huff
Type or Print Name

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

9426 Camden Field Parkway
Postal Address

Riverview FL 33578
City State Zip

City State Zip

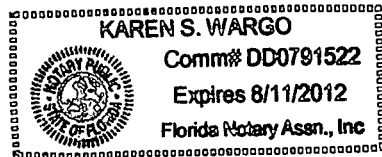
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 26th day of May, 2010, by Kevin D. Huff, as Assistant Vice President (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Karen Wargo
Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of July, 2010.

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

BY: [Signature]
Chairman

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





Zurich North America Surety
Los Angeles Branch
801 N. Brand Blvd., Penthouse Suite
Glendale, California 91203

SURETY RIDER

To be attached to and form a part of:

Type of Bond: Performance Bond
Bond No: 8881728
Principal: The Ryland Group, Inc., a Maryland corporation
Executed by: Fidelity and Deposit Company of Maryland
In Favor of: County of Manatee, State of Florida

In consideration of the mutual agreements herein contained the Principal and Surety hereby consent to extension of time:

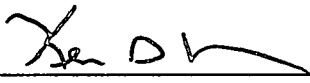
From: June 19, 2010

To: June 19, 2011

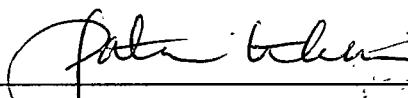
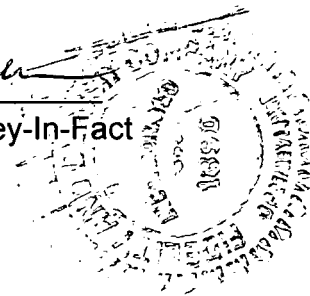
Nothing herein contained shall vary, alter or extend any provision or condition of this except as herein expressly stated.

Signed, sealed and dated this 26th day of May, 2010.

The Ryland Group, Inc.,
a Maryland corporation

By: 
Kevin A Huff, ASST VP


Fidelity and Deposit Company of Maryland

By: 
Patricia Talavera, Attorney-In-Fact


ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

A member of the  Zurich Financial Services Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 26 2010 before me, Daravy Mady, Notary Public

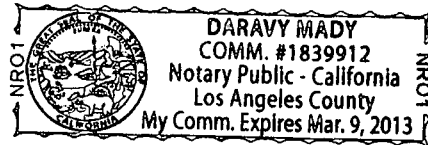
personally appeared, Patricia Talavera

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Signer's Name _____

- INDIVIDUAL
- CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

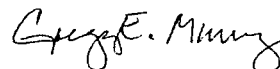
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of MAY 26 2010, _____.



Assistant Secretary

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Patricia TALAVERA, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Theodore G. Martinez

By:

Eric D. Barnes *Assistant Secretary* *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 16th day of September, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

(Pvt Impv Ext)

For: Oakleaf Hammock, Ph IV

Exotic Nuisance Removal, Conservation Signs & Wetland Buffer Restoration
(Name of Project)

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

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, THE RYLAND GROUP, INC., a Maryland corporation (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as OAKLEAF HAMMOCK, PHASE IV (Project), the legal description for which is more particularly described in Exhibit "A", which is already on file with the Clerk of the Circuit Court; and

WHEREAS, the Manatee County Land Development Code, 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.

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; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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.

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

2. Developer and FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, 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 FOUR HUNDRED NINE THOUSAND SEVEN HUNDRED THIRTY-FOUR & 00/100 Dollars (words) \$409,734.00 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 8881727, dated MAY 22, 2007, and SURETY RIDER dated MAY 26, 2010 extending to JUNE 19, 2011 with FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, in the amount of FOUR HUNDRED NINE THOUSAND SEVEN HUNDRED THIRTY-FOUR & 00/100 Dollars (words) \$409,734.00 (numbers). Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted 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 19TH day of JUNE, 2011 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 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 should 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. The Developer 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.

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

- (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 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.

(Pvt Imp./Surety- Developer is Corp.)

For: Oakleaf Hammock, Ph IV

SIGNED AND SEALED this 26th day of ~~April~~ May, 20 10

WITNESSES:

Cynthia A. Taylor
 Witness
Cynthia A. Taylor
 Type or Print Name
Cwei Pham
 Witness
Lori P Katzman
 Type or Print Name

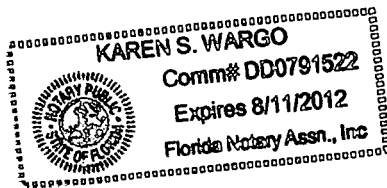
THE RYLAND GROUP, INC.
 Developer
 BY: [Signature]
 Signature
Kevin D. Huff
 Type or Print Name
Assistant Vice President
 Title (If attorney-in-fact Attach Power of Attorney)
9426 Camden Field Parkway
 Postal Address
Riverview FL 33578
 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 26th day of ~~April~~ May, 2010, by Kevin D. Huff, as Assistant Vice President (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
 Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
 Chairman

ATTEST: [Signature]
 R. B. Shore, Clerk of the Circuit Court





Zurich North America Surety
Los Angeles Branch
801 N. Brand Blvd., Penthouse Suite
Glendale, California 91203

SURETY RIDER

To be attached to and form a part of:

Type of Bond: Performance Bond
Bond No: 8881727
Principal: The Ryland Group, Inc., a Maryland corporation
Executed by: Fidelity and Deposit Company of Maryland
In Favor of: County of Manatee, State of Florida

In consideration of the mutual agreements herein contained the Principal and Surety hereby consent to extension of time:

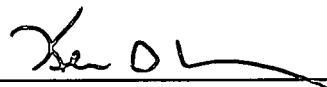
From: June 19, 2010

To: June 19, 2011

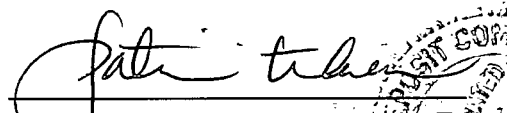
Nothing herein contained shall vary, alter or extend any provision or condition of this except as herein expressly stated.

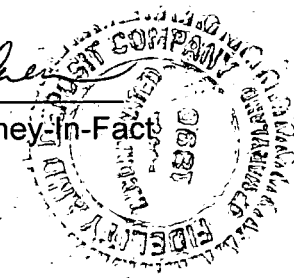
Signed, sealed and dated this 26th day of May, 2010.

The Ryland Group, Inc.,
a Maryland corporation

By: 
Kevin D Huff, ASST VP

Fidelity and Deposit Company of Maryland

By: 
Patricia Talavera, Attorney-in-Fact



ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

A member of the  Zurich Financial Services Group

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

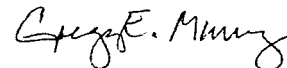
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of MAY 26 2010, _____.



Assistant Secretary

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Patricia TALavera, of Los Angeles, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings,~~ and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 16th day of September, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

(Pvt Impv Ext)

For: Oakleaf Hammock, Ph IV
Common Area Street Trees & Trail & Rec Amenities
(Name of Project)

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

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, THE RYLAND GROUP, INC., a Maryland corporation (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **OAKLEAF HAMMOCK, PHASE IV** (Project), the legal description for which is more particularly described in Exhibit "A", which is already on file with the Clerk of the Circuit Court; and

WHEREAS, the Manatee County Land Development Code, 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.

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; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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.

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

2. Developer and FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, 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 ONE MILLION SIXTY-NINE THOUSAND THREE HUNDRED FIFTY-TWO & 18/100 (Reduced from \$2,064,993.44) Dollars (words) \$1,069,352.18 (numbers) and the Developer herewith tenders to the County a Surety Bond, No. 8881755, dated JUNE 7, 2007, and SURETY RIDER dated JUNE 3, 2010 extending to JUNE 19, 2011 with FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, in the amount of ONE MILLION SIXTY-NINE THOUSAND THREE HUNDRED FIFTY-TWO & 18/100 Dollars (words) \$1,069,352.18 (numbers). Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted 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 19TH day of JUNE, 2011 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 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 should 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. The Developer 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.

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

- (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 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.

(Pvt Imp./Surety- Developer is Corp.)

For: Oakleaf Hammock, Ph IV

SIGNED AND SEALED this 3rd day of June, 2010

WITNESSES:

Cynthia A Taylor
Witness

Cynthia A Taylor
Type or Print Name

Lois P Katzman
Witness

Lois P Katzman
Type or Print Name

THE RYLAND GROUP, INC.

Developer

BY: Kevin D Huff
Signature

Kevin D. Huff
Type or Print Name

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

9426 Camden Field Parkway
Postal Address

Riverview FL 33578
City State Zip

Riverview FL 33578
City State Zip

Riverview FL 33578
City State Zip

Riverview FL 33578
City State Zip

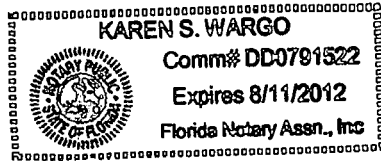
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June, 2010, by Kevin D. Huff, as Assistant Vice President, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Karen Wargo
Notary Public

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: David P. Day
Chairman

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





Zurich North America Surety
Los Angeles Branch
801 N. Brand Blvd., Penthouse Suite
Glendale, California 91203

SURETY RIDER

To be attached to and form a part of:

Type of Bond: Surety Bond
Bond No: 8881755
Principal: The Ryland Group, Inc., a Maryland corporation
Executed by: Fidelity and Deposit Company of Maryland
In Favor of: County of Manatee, State of Florida

In consideration of the mutual agreements herein contained the Principal and Surety hereby consent to decreasing the bond amount:

From: Two Million Sixty-Four Thousand Nine Hundred Ninety-Three and 44/100 Dollars (\$2,064,993.44)
To: One Million Sixty-Nine Thousand Three Hundred Fifty-Two and 18/100 Dollars (\$1,069,352.18)

AND

Extending bond to:
June 19, 2011

Nothing herein contained shall vary, alter or extend any provision or condition of this except as herein expressly stated.

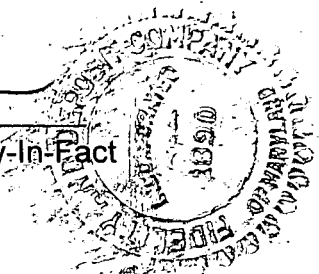
Signed, sealed and dated this 3rd day of June, 2010.

The Ryland Group, Inc.,
a Maryland corporation

Fidelity and Deposit Company of Maryland

By: Kevin O'Huff
Kevin O'Huff, Assistant VP

By: Patricia Talavera
Patricia Talavera, Attorney-in-Fact



ACCEPTED IN OPEN SESSION

A member of the Zurich Financial Services Group

JUL 27 2010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JUN 03 2010 before me, Daravy Mady, Notary Public

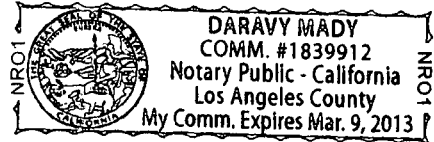
personally appeared, Patricia Talavera

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daravy Mady
SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER

CORPORATE OFFICER

Title(s) _____

Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Patricia TALAVERA, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 16th day of September, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

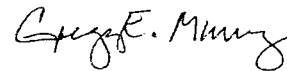
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of JUN 03 2010, _____.



Assistant Secretary

(Pvt Impv Ext)

For: Oakleaf Hammock, Ph IV
Perimeter Buffers Landscape & Irrigation
(Name of Project)

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

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, THE RYLAND GROUP, INC., a Maryland corporation (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **OAKLEAF HAMMOCK, PHASE IV** (Project), the legal description for which is more particularly described in Exhibit "A", which is already on file with the Clerk of the Circuit Court; and

WHEREAS, the Manatee County Land Development Code, 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.

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; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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.

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

2. Developer and FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, 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 FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED NINE & 46/100 (Reduced from \$585,381.96) Dollars (words) \$450,709.46 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 08881754, dated JUNE 7, 2007, and SURETY RIDER dated JUNE 3, 2010 extending to JUNE 19, 2011 with FIDLEITY AND DEPOSIT COMPANY OF MARYLAND, in the amount of FOUR HUNDRED FIFTY THOUSAND SEVEN HUNDRED NINE & 46/100 (Reduced from \$585,381.96) Dollars (words) \$450,709.46 (numbers). Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted 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 19TH day of JUNE, 2011 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 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 should 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. The Developer 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.

(Pvt Impv Agree)

For: Oakleaf Hammock, Ph IV
(Name of Project)

- (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 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.

(Pvt Imp./Surety- Developer is Corp.)

For: Oakleaf Hammock, Ph IV

SIGNED AND SEALED this 3rd day of June, 2010

WITNESSES:

Cynthia A. Taylor
Witness

Cynthia A. Taylor
Type or Print Name

Cori P. Katzman
Witness

Cori P. Katzman
Type or Print Name

THE RYLAND GROUP, INC.

Developer

BY: Kevin D. Huff
Signature

Kevin D. Huff
Type or Print Name

Assistant Vice President

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

9426 Camden Field Parkway

Postal Address

Riverview FL 33578

City State Zip

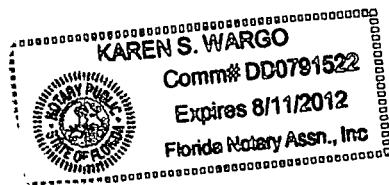
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of June, 2010, by Kevin D. Huff, as Assistant Vice President (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Karen S. Wargo
Notary Public

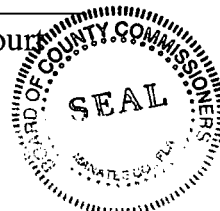
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 27th day of July, 2010.

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]
Chairman

ATTEST: [Signature]
R. B. Shore, Clerk of the Circuit Court





Zurich North America Surety
Los Angeles Branch
801 N. Brand Blvd., Penthouse Suite
Glendale, California 91203

SURETY RIDER

To be attached to and form a part of:

Type of Bond: Surety Bond
Bond No: 8881754
Principal: The Ryland Group, Inc., a Maryland corporation
Executed by: Fidelity and Deposit Company of Maryland
In Favor of: County of Manatee, State of Florida

In consideration of the mutual agreements herein contained the Principal and Surety hereby consent to decreasing the bond amount:

From: Five Hundred Eighty-Five Thousand Three Hundred Eighty-One and 96/100 Dollars (\$585,381.96)

To: Four Hundred Fifty Thousand Seven Hundred Nine and 46/100 Dollars (\$450,709.46)

AND

Extending bond to:

June 19, 2011

Nothing herein contained shall vary, alter or extend any provision or condition of this except as herein expressly stated.

Signed, sealed and dated this 3rd day of June, 2010.

The Ryland Group, Inc.,
a Maryland corporation


Fidelity and Deposit Company of Maryland

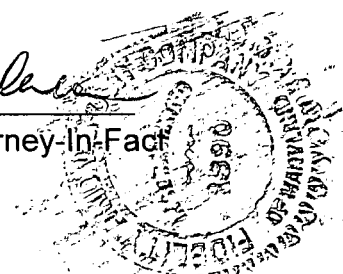
By: [Signature]
Kenneth D. Huff, Assistant VP

By: [Signature]
Patricia Talavera, Attorney-In-Fact

ACCEPTED IN OPEN SESSION

JUL 27 2010

A member of the  Zurich Financial Services Group



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JUN 03 2010 before me, Daravy Mady, Notary Public

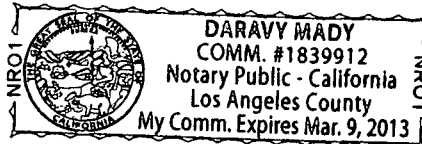
personally appeared, Patricia Talavera

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER
Title(s) _____

CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Patricia TALAVERA, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Theodore G. Martinez

By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 16th day of September, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

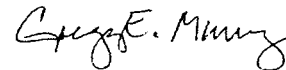
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of _____, **JUN 03 2010**, _____.



Assistant Secretary