

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

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

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

From: Jane Oliver, Bond Coordinator *Jane Oliver*

APPROVED IN OPEN SESSION

Date: June 29, 2010

JUL 27 2010

Subject: RIVER SOUND
PDR-05-17/08-S-20 (F)
RELEASE PRIVATE IMPROVEMENTS AGREEMENT
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT
ACCEPT SURETY VERIFICATION CERTIFICATE

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

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

- **Authorization to release** the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvement*, in the amount of \$139,513.71 securing the final lift of asphalt;

PLEASE DO NOT RELEASE SURETY BOND NO. SU1100937. This surety remains in effect per the Surety Verification Certificate 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 final wearing course of asphalt;
- **Acceptance of** the following surety bond verification certificate;

Susan Romine – River Sound

June 30, 2010

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- **Surety Bond** No. SU1100937, Surety Verification Certificate dated May 18, 2010 issued through Arch Insurance Company;
- **Amount** of Private Performance \$139,513.71;

/jom

cc: Records Management
Jim Schier, Commerce National Realty
Arch Insurance Company

Attachment

For: River Sound
Final Lift of Asphalt
(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, COMMERCE NATIONAL REALTY (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **RIVER SOUND** (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: River Sound
(Name of Project)

2. Developer and ARCH INSURANCE 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 ONE HUNDRED THITY-NINE THOUSAND FIVE HUNDRED THIRTEEN & 71/100 Dollars (words) \$139,513.71 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. SU1100937, dated MARCH 3, 2009, and VERIFICATION CERTIFICATE dated MAY 18, 2010 with ARCH INSURANCE COMPANY, in the amount of ONE HUNDRED THITY-NINE THOUSAND FIVE HUNDRED THIRTEEN & 71/100 Dollars (words) \$139,513.71 (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 MAY, 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: River Sound
(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: River Sound

SIGNED AND SEALED this 17 day of May, 20 10

WITNESSES:

Sandra Bratton

Witness

SANDRA BRATTON

Type or Print Name

[Signature]

Witness

CHRISTINA RACITI

Type or Print Name

COMMERCE NATIONAL REALTY

Developer

BY: [Signature]

Signature

Jim Schier

Type or Print Name

VP

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

8210 Lakewood Ranch Blvd.

Postal Address

Bradenton FL 34202

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 17th day of May, 2010, by James Schier, as Vice Pres, (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:

NOTARY PUBLIC-STATE OF FLORIDA
Sandra Bratton
Commission # DD924222
Expires: SEP. 10, 2013
BONDED THRU ATLANTIC BONDING CO., INC.



Sandra Bratton

Notary Public

SANDRA BRATTON

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



Arch Insurance Company

135 N. Los Robles Avenue, #825
Pasadena, CA 91101
(626) 639-5200 Fax (626) 639-5210

Verification Certificate


To be attached to the bond described below:

SURETY: Arch Insurance Company
PRINCIPAL: Commerce National Realty, LLC
OBLIGEE: County of Manatee, State of Florida
DESCRIPTION: River Sound
Final Lift of Asphalt
BOND NUMBER: SU1100937
BOND AMOUNT: One Hundred Thirty Nine Thousand Five Hundred Thirteen and
71/100 (\$139,513.71)

This is to certify that Arch Insurance Company has not terminated its suretyship under the above described bond and that such bond, according to its records, is still in full force and effect.

Signed and Sealed this 18th day of May, 2010.

Arch Insurance Company

By: 
Laura L. Brown, Attorney-in-Fact

ACCEPTED IN OPEN SESSION

JUL 27 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Cindy L. Railine, Laura L. Brown, and John C. Plate of Falls Church, VA (EACH)
Jessica J. Fischer of Trooper, PA

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 7th day of March, 2007.

Arch Insurance Company

Attested and Certified



Martin J. Nilsen

Martin J. Nilsen, Secretary

Edward M. Titus

Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109338
Qualified In New York County
Commission Expires May 3, 2008

Peter J. Calleo

Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of May, 2010.

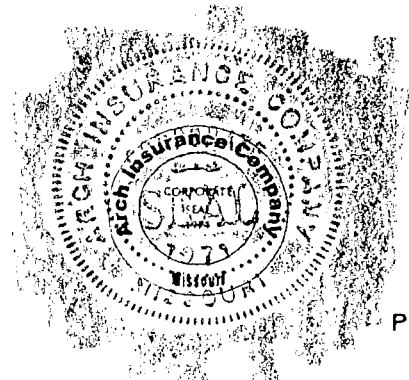
Martin J. Nilsen

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



Arch Insurance Company

135 N. Los Robles Avenue, #825
Pasadena, CA 91101
(626) 639-5200 Fax (626) 639-5210

Verification Certificate

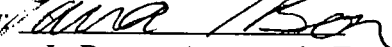
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By: 
Laura L. Brown, Attorney-in-Fact