

For: South Oak
Landscape, Irrigation, Fence & Misc.
(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, SCI, LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **SOUTH OAK** (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:

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.

ACCEPTED IN OPEN SESSION

(Pvt Impv Agree)

For: South Oak
(Name of Project)

2. Developer and WESTCHESTER FIRE INSURANCE, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of TWO HUNDRED THIRTY THOUSAND ONE HUNDRED NINETY-FIVE & NO/100 Dollars (words) \$230,195.00 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. K07609292, dated MAY 3, 2007, and CONTINUATION CERTIFICATE dated SEPTEMBER 22, 2010 with WESTCHESTER FIRE INSURANCE, in the amount of TWO HUNDRED THIRTY THOUSAND ONE HUNDRED NINETY-FIVE & NO/100 Dollars (words) \$230,195.00 (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 31ST day of MARCH, 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: South Oak
(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: South Oak

SIGNED AND SEALED this 27th day of September, 2010

WITNESSES:

[Signature]
Witness

Michael J. Lawson
Type or Print Name

[Signature]
Witness

Kathleen B. Nicholson
Type or Print Name

SCI, LLC

Developer

BY: [Signature]

Signature

John M. Ryan

Type or Print Name

Managing Member

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

2502 n. Rocky Point Dr, Ste 1050

Postal Address

Tampa FL 33610

City State Zip

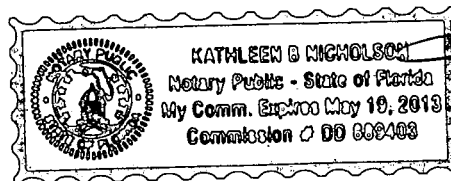
NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of September, 2010, by John M. Ryan, as Managing Member (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

Kathleen B. Nicholson
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 7th day of October, 2010

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: [Signature]

Chairman

ATTEST: [Signature]

R. B. Shore, Clerk of the Circuit Court



ACCEPTED IN OPEN SESSION

OCT 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

WESTCHESTER FIRE INSURANCE COMPANY

436 Walnut Street, Philadelphia, PA 19106-3703

CONTRACT

CONTINUATION CERTIFICATE

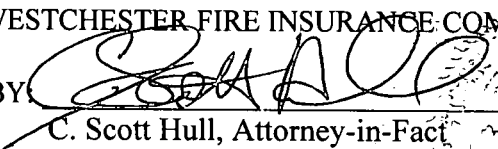
The company indicated above, hereinafter called the "Company" as Surety on **Bond No. K07609292** in the sum of **Two Hundred Thirty Thousand, One Hundred Ninety-Five and 00/100---(\$230,195.00) Dollars** on behalf of **SCI, LLC** as Principal, in favor of **County of Manatee, State of Florida**, as Obligee, hereby certifies that this bond is continued in full force and effect from the **26th day of September, 2010** to the **31th day of March, 2011**, subject to all covenants and conditions of said bond.

This bond has been continued in force upon the express condition that the full extent of the Company's liability under said bond and all continuations thereof for any loss or series of losses occurring during the entire time the Company remains on said bond shall in no event exceed the sum of the bond.

In witness whereof the Company has caused this instrument to be duly signed, sealed and dated as of the **22nd** day of **September, 2010**.

WESTCHESTER FIRE INSURANCE COMPANY

BY


C. Scott Hull, Attorney-in-Fact

FL License No. E159306

Please mail Inquiries to:

ACE Surety Underwriting Services
436 Walnut Street
WA10H
Philadelphia, PA 19106-3703
Phone 1-800-392-3770

ACCEPTED IN OPEN SESSION

OCT 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 13, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

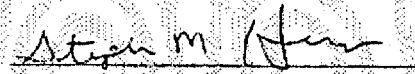
FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint Ann Hamby, Ben Thompson, C. Scott Hull, Debbie Higginbotham, all of the City of BIRMINGHAM, Alabama, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of December 2009.

WESTCHESTER FIRE INSURANCE COMPANY




Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 11 day of December, AD. 2009 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010


Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 22 day of September, 2010.



ACCEPTED IN OPEN SESSION

OCT 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA


William L. Kelly, Assistant Secretary

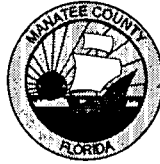
THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 11, 2011.

004167585

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- **Laid lines** on the back of document should be in alignment or the document is not authentic watch for cut and paste.
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MEMORANDUM



Public Works Department
Fiscal Services Division
1022 26th Ave. E.,
Bradenton, FL 34285

MANATEE COUNTY FLORIDA

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

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

Thru: Sue Sandhoff, Fiscal Operations Division Manager *Carol Shyl Napolitano for Sue Sandhoff*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: October 1, 2010

Subject: SOUTH OAK

06-S-98 (F)

RELEASE PRIVATE IMPROVEMENTS AGREEMENT

ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT

ACCEPT CONTINUATION CERTIFICATE

RECEIVED

OCT 01 2010

BOARD RECORDS

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 Improvements* in the amount of \$230,195.00 securing landscape, irrigation, fence and miscellaneous improvements;

PLEASE DO NOT RELEASE SURETY BOND NO. K07609292. This Surety Bond will be used to secure the approved extension for private improvements, (see below).

- **Acceptance of** and authorization for Chairman to execute the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. **This Agreement will be for a period not to exceed March 31, 2011.**
 - **Surety Bond No. K07609292** issued through Westchester Fire Insurance Company (on file), Continuation Certificate dated September 22, 2010;
 - **Amount of Performance Bond \$230,195.00.**

APPROVED IN OPEN SESSION

SS/jo

cc: Records Management
Mike Lawson, Metro Development Group
Westchester Fire Insurance Co.
Attachments

OCT 07 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA