

(Pvt Ext)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
Fnal Lift of Asphalt  
(Name of Project)

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

(Required with a Letter of Credit as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, LENNAR HOMES, LLC. (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as HERITAGE HARBOUR, PHASE I, SUBPHASE F, UNITS 1, 2, & 3 (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; and

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

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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

ACCEPTED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

(Pvt Impv Agree)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
(Name of Project)

WHEREAS, the Developer herewith tenders to the County a Letter of Credit, Number FGAC-05235, dated AUGUST 3, 2005 and AMENDMENT NO. 6 dated OCTOBER 26, 2010 with FIDELITY GUARANTY AND ACCEPTANCE CORP. (Financial Institution), in the amount of TWO HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED TWENTY-SEVEN & 28/100 Dollars (Words) \$262,927.28 (Numbers), expiring on the 30<sup>TH</sup> day of DECEMBER 2011

**NOW, THEREFORE, KNOW ALL MEN**

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. 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, in accordance with the construction drawings or any amendments thereto approved by the County, at least three (3) months prior to the expiration date of the Letter of Credit 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.
  - (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 Letter of Credit.

(Pvt Impv Agree)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
(Name of Project)

- (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
  - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.
3. 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 Letter of Credit 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.
  4. 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.
  5. 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 restriction 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./LOC- Developer is Corp.) For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3

SIGNED AND SEALED this 2<sup>nd</sup> day of November, 2010

WITNESSES:

Maria Talluto  
Witness

Maria Talluto  
Type or Print Name

Scott Edwards  
Witness

Scott Edwards  
Type or Print Name

LENNAR HOMES LLC  
Developer

BY: \_\_\_\_\_

DARIN McMURRAY  
Signature

Type or Print Name

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

10481 SIX MILE CYPRESS PKWY  
Postal Address

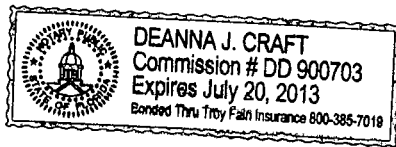
FT MYERS, FL 33966  
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA  
COUNTY OF: LEE

The foregoing instrument was acknowledged before me this 2 day of NOVEMBER, 2010, by DARIN McMURRAY, as V. 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:



Deanna J. Craft  
Notary Public

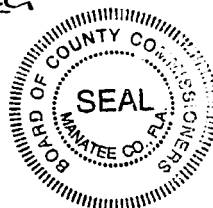
Deanna J. Craft  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 2<sup>nd</sup> day of December, 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

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

**FIDELITY GUARANTY AND ACCEPTANCE CORP.**

15550 LIGHTWAVE DRIVE - SUITE 200  
CLEARWATER, FLORIDA 33760  
PHONE (727)479-1790



OCTOBER 26, 2010

**IRREVOCABLE CLEAN LETTER OF CREDIT FGAC-05253**

**BENEFICIARY: BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA  
1112 MANATEE AVENUE WEST 9<sup>TH</sup> FLOOR  
BRADENTON, FL 33205**

**APPLICANT: LENNAR HOMES, LLC  
551 N. CATTLEMEN ROAD, SUITE 202  
SARASOTA, FL 34232**

**GENTLEMEN:**

**TO AMEND CREDIT FGAC-05253 AS ISSUED IN YOUR FAVOR.**

**THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT. ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT INCLUDING PREVIOUS AMENDMENTS REMAIN UNCHANGED.**

**AMENDED TERMS:**

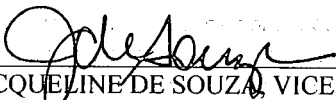
**EXTEND EXPIRATION DATE TO: DECEMBER 30, 2011.**

**IMMEDIATE NOTIFICATION MUST BE GIVEN TO US IF THIS AMENDMENT IS NOT ACCEPTED.**

**THIS IS AMENDMENT NO. 6.**

**VERY TRULY YOURS,**

**FIDELITY GUARANTY AND ACCEPTANCE CORP.**

  
\_\_\_\_\_  
**JACQUELINE DE SOUZA, VICE PRESIDENT**

**ACCEPTED IN OPEN SESSION**

**DEC 02 2010**

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

(Pvt Ext)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
Landscaping & Irrigation  
(Name of Project)

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

(Required with a Letter of Credit as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, LENNAR HOMES, LLC. (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as HERITAGE HARBOUR, PHASE I, SUBPHASE F, UNITS 1, 2, & 3 (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; and

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

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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

ACCEPTED IN OPEN SESSION

DEC 02 2010

(Pvt Impv Agree)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
(Name of Project)

WHEREAS, the Developer herewith tenders to the County a Letter of Credit, Number FGAC-05254, dated AUGUST 3, 2005 and AMENDMENT NO. 6 dated OCTOBER 26, 2010 with FIDELITY GUARANTY AND ACCEPTANCE CORP. (Financial Institution), in the amount of THREE HUNDRED FIFTY-ONE THOUSAND THIRTEEN & 70/100 Dollars (Words) \$351,013.70 (Numbers), expiring on the 30<sup>TH</sup> day of DECEMBER 2011

**NOW, THEREFORE, KNOW ALL MEN**

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. 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, in accordance with the construction drawings or any amendments thereto approved by the County, at least three (3) months prior to the expiration date of the Letter of Credit 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.
  - (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 Letter of Credit.

(Pvt Impv Agree)

For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3  
(Name of Project)

- (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
  - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.
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  4. 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.
  5. 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 restriction 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./LOC- Developer is Corp.) For: Heritage Harbour, Ph I, Subph F, Units 1, 2, & 3

SIGNED AND SEALED this 2<sup>nd</sup> day of November, 2010

**WITNESSES:**

Maria Talluto

Witness

Maria Talluto

Type or Print Name

Scott Edwards

Witness

Scott Edwards

Type or Print Name

LEXMAR HOMES LLC

Developer

BY: \_\_\_\_\_

Signature

DARIN MCMURRAY

Type or Print Name

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

10481 SIX MILE CYPRESS PKWY

Postal Address

FT MYERS, FL 33966

City State Zip

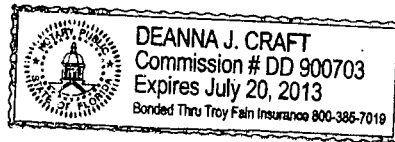
**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA

COUNTY OF: LEE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of NOVEMBER, 2010, by DARIN MCMURRAY, as V. 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:



Deanna J. Craft

Notary Public

Deanna J. Craft

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 2<sup>nd</sup> day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: [Signature]

Chairman

ATTEST: By: Diene E. Vollmer, D.C.  
R. B. Shore, Clerk of the Circuit Court

ACCEPTED IN OPEN SESSION

ACCEPTED IN OPEN SESSION

DEC 02 2010

Page 4 of 4

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA



**FIDELITY GUARANTY AND ACCEPTANCE CORP.**

15550 LIGHTWAVE DRIVE - SUITE 200  
CLEARWATER, FLORIDA 33760  
PHONE (727)479-1790



OCTOBER 26, 2010

**IRREVOCABLE CLEAN LETTER OF CREDIT FGAC-05254**

**BENEFICIARY: BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA  
1112 MANATEE AVENUE WEST 9<sup>TH</sup> FLOOR  
BRADENTON, FL 33205**

**APPLICANT: LENNAR HOMES, LLC  
551 N. CATTLEMEN ROAD, SUITE 202  
SARASOTA, FL 34232**

**GENTLEMEN:**

**TO AMEND CREDIT FGAC-05254 AS ISSUED IN YOUR FAVOR.**

**THIS AMENDMENT IS AN INTEGRAL PART OF THE ORIGINAL CREDIT. ALL OTHER TERMS AND CONDITIONS OF THE LETTER OF CREDIT INCLUDING PREVIOUS AMENDMENTS REMAIN UNCHANGED.**

**AMENDED TERMS:**

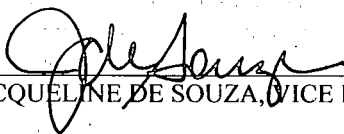
**EXTEND EXPIRATION DATE TO: DECEMBER 30, 2011.**

**IMMEDIATE NOTIFICATION MUST BE GIVEN TO US IF THIS AMENDMENT IS NOT ACCEPTED.**

**THIS IS AMENDMENT NO. 6.**

**VERY TRULY YOURS,**

**FIDELITY GUARANTY AND ACCEPTANCE CORP.**

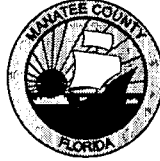
  
\_\_\_\_\_  
**JACQUELINE DE SOUZA, VICE PRESIDENT**

**ACCEPTED IN OPEN SESSION**

**DEC 02 2010**

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

# MEMORANDUM



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

MANATEE COUNTY  
FLORIDA

Phone: 941-708-7450  
Fax: 941-708-7502  
[www.mymanatee.org](http://www.mymanatee.org)

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

**Thru:** Sue Sandhoff, Fiscal Operations Division Manager *Sue Sandhoff 11/24/10*

**From:** Jane Oliver, Bond Coordinator *Jane Oliver*

**Date:** November 23, 2010

**Subject:** HERITAGE HARBOUR, PHASE I, SUBPHASE F, UNITS 1, 2, & 3  
PDR-98-08/05-S-69 (F)  
RELEASE REQUIRED IMPROVEMENTS AGREEMENT  
(FOR FINAL LIFT OF ASPHALT)  
ACCEPT REQUIRED IMPROVEMENTS EXTENSION AGREEMENT  
(FOR FINAL LIFT OF ASPHALT)  
ACCEPT AMENDMENT

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* in the amount of \$262,927.28 securing the final lift of asphalt;

**PLEASE DO NOT RELEASE LETTER OF CREDIT NO. FGAC-05253.** This Letter will be used to secure the approved extension agreement securing the final lift of asphalt (see below).

- **Acceptance of** and authorization for Chairman to execute the following *Required Improvements Agreement* securing the final wearing course of asphalt;
- **Acceptance of** the following Amendment:
  - **Letter of Credit No. FGAC-05253** issued through Fidelity Guaranty & Acceptance Corp. (on file), Amendment No. 6 dated October 26, 2010;
  - **Amount** of Performance Bond \$262,927.28.

SS/jo

cc: Records Management  
Scott Edwards, Lennar Homes, Inc.  
Fidelity Guaranty & Acceptance Corp

Attachments

APPROVED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

# MEMORANDUM



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

## MANATEE COUNTY FLORIDA

Phone: 941-708-7450  
Fax: 941-708-7502  
[www.mymanatee.org](http://www.mymanatee.org)

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

**Thru:** Sue Sandhoff, Fiscal Operations Division Manager

**From:** Jane Oliver, Bond Coordinator

**Date:** November 23, 2010

**Subject:** HERITAGE HARBOUR, PHASE I, SUBPHASE F, UNITS 1, 2, & 3  
PDR-98-08/05-S-69 (F)  
RELEASE PRIVATE IMPROVEMENTS AGREEMENT  
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT  
ACCEPT AMENDMENT

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 \$351,013.70 securing the landscape and irrigation;

**PLEASE DO NOT RELEASE LETTER OF CREDIT NO. FGAC-05254.** This Letter will be used to secure the approved extension agreement securing the required private improvements (see below).

- **Acceptance of** and authorization for Chairman to execute the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*;
- **Acceptance of** the following Amendment:
  - **Letter of Credit No. FGAC-05254** issued through Fidelity Guaranty & Acceptance Corp. (on file), Amendment No. 6 dated October 26, 2010;
  - **Amount of Performance Bond \$351,013.70.**

SS/jo

cc: Records Management

Scott Edwards, Lennar Homes, Inc.

Fidelity Guaranty & Acceptance Corp

Attachments

APPROVED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

ACCEPTED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA