

For: Marshall's Landing  
Conservation Easement Signs  
(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, BRADEN RIVER INVESTMENTS, LLC** (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as MARSHALL'S LANDING (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:

ACCEPTED IN OPEN SESSION

DEC 02 2010

(Pvt Impv Agree)

For: Marshall's Landing  
(Name of Project)

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. Developer and LEXON 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 SIX THOUSAND SEVEN HUNDRED NINETY-EIGHT & 00/100 Dollars (words) \$6,798.00 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 1020050, dated SEPTEMBER 28, 2007, and VERIFICATION CERTIFICATE dated SEPTEMBER 21, 2010 with LEXON INSURANCE COMPANY, in the amount of SIX THOUSAND SEVEN HUNDRED NINETY-EIGHT & 00/100 Dollars (words) \$6,798.00 (numbers) in effect until the 23<sup>RD</sup> day of OCTOBER 2011. 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 23<sup>RD</sup> day of OCTOBER, 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.

(Pvt Impv Agree)

For: Marshall's Landing  
(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.
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: Marshall's Landing

SIGNED AND SEALED this 21 day of OCTOBER, 2010

**WITNESSES:**

John A. McCloud  
Witness  
JOHN A. MCLOUD

Type or Print Name  
John A. McCloud

Witness  
TED A. MCLOUD  
Type or Print Name

BRADEN RIVER INVESTMENT LLC  
Developer

BY: Carl F. Wagner  
Signature

CARL F. WAGNER  
Type or Print Name  
MANASING MEMBER

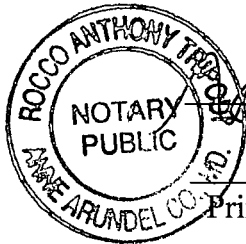
Title (If attorney-in-fact Attach Power of Attorney)  
130 LUBRANO DRIVE #211  
Postal Address  
ANNAPOLIS MD 21401  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: MD  
COUNTY OF: ANNE ARUNDEL

The foregoing instrument was acknowledged before me this 21 day of OCTOBER, 2010, by CARL WAGNER, as MANASING MEMBER (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced MARYLAND ID (Type of Identification) as identification.

NOTARY SEAL:

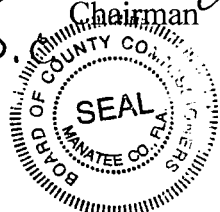
  
Rocco A. Tripodi  
Notary Public  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 22 day of December, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: [Signature]  
Chairman

ATTEST: by: Diane E. Vallner, D.  
R. B. Shore, Clerk of the Circuit Court

  
SEAL  
BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

ACCEPTED IN OPEN SESSION

DEC 02 2010

Bond No.: 1020050

**VERIFICATION CERTIFICATE**

To be attached to the bond described below:

**SURETY:** LEXON INSURANCE COMPANY

**PRINCIPAL:** BRADEN RIVER INVESTMENTS LLC

**OBLIGEE:** MANATEE COUNTY, FLORIDA

**DESCRIPTION:** MARSHALL'S LANDING

**BOND NO.:** 1020050

**BOND AMOUNT:** \$6,798.00

**EFFECTIVE DATE:** We consent to the extension of the agreement secured by this bond until 10/23/2011.

This is to certify that this company has not terminated its Suretyship under the above described bond and the condition of the corporate surety remain in full force and effect and has no objection to the extension of time requested to allow construction completion.

Signed and Sealed this 21st day of September, 2010.

LEXON INSURANCE COMPANY

BY: Timothy J. Wagner  
Attorney-in-Fact Timothy J. Wagner

State of: New Jersey  
County of: Middlesex

The foregoing instrument was acknowledged before me this 21st day of September 2010.

by Timothy J. Wagner Attorney-in-Fact for Lexon Insurance Company.

My commission expires:

Notary Public Barbara Kirk

BARBARA KIRK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 19, 2012

\*SEAL\*

Note: ADDITION OF DATES SPECIFYING BOND TERMINATION OR EXPIRATION ARE NOT ACCEPTABLE.

ACCEPTED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

POWER OF ATTORNEY

LX - 39384

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Timothy J. Wagner, David A. Morgan, Barbara Kirk \*\*\*\*\*

\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/09

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 21st Day of September, 20 10



[Signature] Donald D. Buchanan Secretary

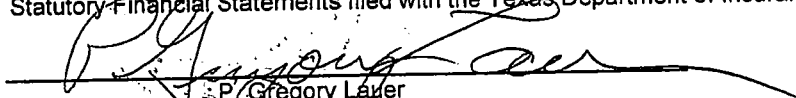
WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

LEXON INSURANCE COMPANY  
FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2009

ASSETS		LIABILITIES	
Bonds	\$54,906,576	Reserve for Losses and Loss Expense	\$16,093,100
Money Market &/or Stocks	0	Reserve for Unearned Premiums	31,280,236
Cash and Short-Term Investments	41,547,000	Reserve for Other Expenses	1,115,074
Agents Balances &/or Uncollected Premiums	4,581,014	Reserve for Taxes, Licenses, and Fees	370,244
Investment Income Due & Accrued	421,517	Reserve for Current federal income taxes	228,000
Funds Held or Deposited with Reinsurance Companies	0	Ceded Reinsurance Premiums Payable	728,902
Receivable from Parent, Subsidiaries and Affiliates	298,778	Funds Held Under Reinsurance Treaty	0
Reinsurance Recoverable on Loss Payments	123,888	Reserve for Unauthorized Reinsurance	0
Other Assets	2,533,492	Payable to Parent, Subsidiaries and Affiliates	0
		Other Liabilities	<u>15,364,030</u>
		Total Liabilities	<u>\$65,179,586</u>
		<u>POLICYHOLDERS' SURPLUS</u>	
		Capital Stock & Paid In Surplus	\$17,976,076
		Surplus	<u>21,256,603</u>
		Total Policyholder Surplus	<u>\$39,232,679</u>
		Total Liabilities and Policyholder Surplus	<u>\$104,412,265</u>
Total Assets	<u>\$104,412,265</u>		

**CERTIFICATE**

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2009. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

  
 P. Gregory Lauer  
 Chief Financial Officer, Vice President & Assistant Treasurer

For: Marshall's Landing  
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, BRADEN RIVER INVESTMENTS, LLC** (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as MARSHALL'S LANDING (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: **ACCEPTED IN OPEN SESSION**

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA



(Pvt Impv Agree)

For: Marshall's Landing  
(Name of Project)

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. Developer and LEXON 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 THREE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED TWENTY-TWO & N0/100 Dollars (words) \$363,622.00 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 1020051, dated SEPTEMBER 28, 2007, and VERIFICATION CERTIFICATE dated September 21, 2010 with LEXON INSURANCE COMPANY, in the amount of THREE HUNDRED SIXTY-THREE THOUSAND SIX HUNDRED TWENTY-TWO & N0/100 Dollars (words) \$363,622.00 (numbers) in effect until the 23<sup>RD</sup> day of OCTOBER 2011. 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 23<sup>RD</sup> day of OCTOBER, 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.

(Pvt Impv Agree)

For: Marshall's Landing  
(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.
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: Marshall's Landing

SIGNED AND SEALED this 21 day of October, 2010

**WITNESSES:**

John A. McCloud  
 Witness  
John A. McCloud  
 Type or Print Name  
Ted A. McCloud  
 Witness  
Ted A. McCloud  
 Type or Print Name

Braden River Investments LLC  
 Developer  
 BY: Carl Wagner  
 Signature  
Carl Wagner  
 Type or Print Name  
Managing Member  
 Title (If attorney-in-fact Attach Power of Attorney)  
130 Lubrano Drive #211  
 Postal Address  
Annapolis MD 21401  
 City State Zip

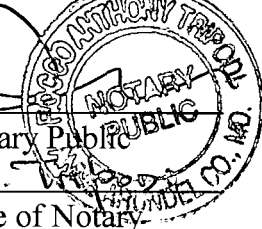
**NOTARY ACKNOWLEDGMENT**

STATE OF: Md.  
 COUNTY OF: Anne Arundle

The foregoing instrument was acknowledged before me this 21 day of October, 2010 by Carl Wagner, as Managing Member (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced Maryland ID (Type of Identification) as identification.

NOTARY SEAL:

[Signature]  
 Notary Public  
Rocco A. [Signature]  
 Print Name of Notary



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

BOARD OF COUNTY COMMISSIONERS  
 OF MANATEE COUNTY, FLORIDA

BY: [Signature]  
 Chairman

ATTEST: By: Diane E. Vollmer  
 R. B. Shore, Clerk of the Circuit Court



ACCEPTED IN OPEN SESSION

DEC 02 2010

**VERIFICATION CERTIFICATE**

To be attached to the bond described below:

**SURETY:** LEXON INSURANCE COMPANY

**PRINCIPAL:** BRADEN RIVER INVESTMENTS LLC

**OBLIGEE:** MANATEE COUNTY, FLORIDA

**DESCRIPTION:** MARSHALL'S LANDING

**BOND NO.:** 1020051

**BOND AMOUNT:** \$363,622.00

**EFFECTIVE DATE:** We consent to the extension of the agreement secured by this bond until 10/23/2011.

This is to certify that this company has not terminated its Suretyship under the above described bond and the condition of the corporate surety remain in full force and effect and has no objection to the extension of time requested to allow construction completion.

Signed and Sealed this 21st day of September, 2010.

LEXON INSURANCE COMPANY

BY: Timothy J. Wagner  
Attorney-in-Fact Timothy J. Wagner

State of: New Jersey  
County of: Middlesex

The foregoing instrument was acknowledged before me this 21st day of September 2010.

by Timothy J. Wagner Attorney-in-Fact for Lexon Insurance Company.

My commission expires:

Notary Public Barbara Kirk  
BARBARA KIRK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 19, 2012

\*SEAL\*

Note: ADDITION OF DATES SPECIFYING BOND TERMINATION OR EXPIRATION ARE NOT ACCEPTABLE.

ACCEPTED IN OPEN SESSION  
DEC 02 2010  
BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

POWER OF ATTORNEY

LX - 39385

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

Timothy J. Wagner, David A. Morgan, Barbara Kirk \*\*\*\*\*

\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

OFFICIAL SEAL MAUREEN K. AYE Notary Public, State of Illinois My Commission Expires 09/21/09

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 21st Day of September, 20 10



[Signature] Donald D. Buchanan Secretary

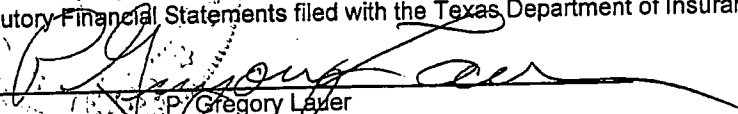
WARNING: Any person who knowingly and with intent to defraud any Insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

LEXON INSURANCE COMPANY  
FINANCIAL STATEMENTS  
AS OF DECEMBER 31, 2009

ASSETS		LIABILITIES	
Bonds	\$54,906,576	Reserve for Losses and Loss Expense	\$16,093,100
Money Market &/or Stocks	0	Reserve for Unearned Premiums	31,280,236
Cash and Short-Term Investments	41,547,000	Reserve for Other Expenses	1,115,074
Agents Balances &/or Uncollected Premiums	4,581,014	Reserve for Taxes, Licenses, and Fees	370,244
Investment Income Due & Accrued	421,517	Reserve for Current federal income taxes	228,000
Funds Held or Deposited with Reinsurance Companies	0	Ceded Reinsurance Premiums Payable	728,902
Receivable from Parent, Subsidiaries and Affiliates	298,778	Funds Held Under Reinsurance Treaty	0
Reinsurance Recoverable on Loss Payments	123,888	Reserve for Unauthorized Reinsurance	0
Other Assets	2,533,492	Payable to Parent, Subsidiaries and Affiliates	0
		Other Liabilities	<u>15,364,030</u>
		Total Liabilities	<u>\$65,179,586</u>
		<u>POLICYHOLDERS' SURPLUS</u>	
		Capital Stock & Paid In Surplus	\$17,976,076
		Surplus	<u>21,256,603</u>
		Total Policyholder Surplus	<u>\$39,232,679</u>
		Total Liabilities and Policyholder Surplus	<u>\$104,412,265</u>
Total Assets	<u>\$104,412,265</u>		

CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2009. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Texas Department of Insurance as of the same date.

  
 P. Gregory Lauer  
 Chief Financial Officer, Vice President & Assistant Treasurer

# 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 24, 2010

**Subject:** **MARSHALL'S LANDING**  
**PDMU-04-17/07-S-06 (F)**  
**RELEASE PRIVATE IMPROVEMENTS AGREEMENT**  
**ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT**  
**ACCEPT VERIFICATION CERTIFICATE**

RECEIVED

NOV 29 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 \$6,798.00 securing conservation easement signs;

**PLEASE DO NOT RELEASE SURETY BOND NO. 1020050.** This Surety will be used to secure the approved extension agreement securing the conservation easement signs (see below).

- **Acceptance of** and authorization for Chairman to execute the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* securing conservation easement signs;
- **Acceptance of** the following Verification Certificate:
  - **Surety Bond No. 1020050** issued through Lexon Insurance (on file), Verification Certificate dated September 21, 2010;
  - **Amount** of Performance Bond \$6,798.00.

SS/jo

cc: Records Management  
Carl Wagner, Braden River Investments, LLC  
Lexon Insurance Co

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

**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:** MARSHALL'S LANDING  
PDMU-04-17/07-S-06 (F)  
RELEASE PRIVATE IMPROVEMENTS AGREEMENT  
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT  
ACCEPT VERIFICATION CERTIFICATE

RECEIVED  
NOV 23 2010

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 \$363,622.00 securing landscape and irrigation;

**PLEASE DO NOT RELEASE SURETY BOND NO. 1020051.** This Surety will be used to secure the approved extension agreement securing the remaining landscape and irrigation (see below).

- **Acceptance of** and authorization for Chairman to execute the following *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* securing the remaining landscape and irrigation;
- **Acceptance of** the following Verification Certificate:
  - **Surety Bond No. 1020051** issued through Lexon Insurance (on file), Verification Certificate dated September 21, 2010;
  - **Amount** of Performance Bond \$363,622.00.

SS/jo

cc: Records Management  
Carl Wagner, Braden River Investments, LLC  
Lexon Insurance Co

Attachments

APPROVED IN OPEN SESSION

DEC 02 2010

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA