

# 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 Manager, Clerk of the Circuit Court

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

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

**Date:** November 3, 2011

APPROVED IN OPEN SESSION

**Subject:** LAKEWOOD RANCH COUNTRY CLUB VILLAGE  
SUBPHASE EE, UNIT III-B-1  
Z-86-30/06-S-16 (F)

NOV 08 2011

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

RELEASE REQUIRED IMPROVEMENTS AGREEMENT  
SECURING FINAL LIFT OF ASPHALT  
ACCEPT REQUIRED IMPROVEMENTS EXTENSION AGREEMENT  
SECURING FINAL LIFT OF ASPHALT  
ACCEPT VERIFICATION CERTIFICATE

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 *Required Improvements Agreement* in the amount of \$32,760.00 securing final lift of asphalt;**

**PLEASE DO NOT RELEASE SURETY BOND NO. SU5024899.** This Surety will be used to secure the one (1) year required improvements extension agreement, (see below).

- **Acceptance of and authorization for Chairman to execute the *Required Improvements Agreement*. This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners.**
- **Acceptance of, the Verification Certificate in conjunction with the above agreement;**

Susan Romine – LWRCC Vil, Subph EE, Unit 3 B-1  
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- **Surety Bond No SU5024899**, Verification Certificate dated October 20, 2011 issued through Arch Insurance Company;
- **Confirmation Bond Remains in Full Force** – No extension date provided
- **Amount** of Performance Bond \$32,760.00.

cc: Records Management  
James Schier, Forest Creek Asc., LLC  
Arch Insurance Co.

Attachments

**REQUIRED IMPROVEMENTS AGREEMENT**

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

**WHEREAS, NEAL COMMUNITIES LAND DEVELOPMENT, INC.** (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE EE, UNIT III-B-1** (Project); and

**WHEREAS,** the Manatee County Land Development Code (LDC), Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

**WHEREAS,** in connection with the Project the Developer has submitted construction drawings for the Required Improvements which are on file with and have been approved by the County; and

**WHEREAS,** the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

**WHEREAS,** the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Developer herewith tenders to the County a Surety Bond which is in an amount representing at least 130% of that estimated cost.

**WITNESSETH:**

1. The Developer, in consideration for the mutual covenants and conditions contained herein, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the LDC, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. Developer and **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 **THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY & 00/100** Dollars (words) **\$32,760.00** (numbers), and the Developer herewith tenders to the County a Surety Bond, No **SU5024899**, dated **APRIL 29, 2008**, with **ARCH INSURANCE COMPANY**, and **VERIFICATION CERTIFICATE** dated **OCTOBER 20, 2011** in the amount of **THIRTY TWO THOUSAND SEVEN HUNDRED SIXTY & 00/100** Dollars (words) **\$32,760.00** (numbers) already on file with the Clerk of the Circuit Court. Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.

3. **CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:**

- (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 15<sup>TH</sup> day of DECEMBER, 2012, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements and will pay all costs thereof, including and without limitation all engineering, legal, and contingent costs.
  - (b) Alternatively, if the Developer should fail or refuse to complete all Required Improvements in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Required Improvements shall be at the sole discretion of the County.
4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements without regard to the amount of this Bond.
  5. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby agrees.
  6. This Agreement shall become effective upon the execution hereof by both parties hereto.

(Req'd Impv Agreement)

For: LRCC Vil, Subph EE, Unit 3-B-1

SIGNED AND SEALED this 24 day of October, 2011

WITNESSES:

Edna Dawborne  
Witness  
EDNA DAWBORNE

Linda O'Neal  
Witness  
LINDA O'NEAL

NEAL COMMUNITIES  
LAND DEVELOPMENT, INC.

BY: James R. Schier  
Developer  
Signature  
James R. Schier, V-P  
Type or Print Name

Title (If attorney-in-fact Attach Power of Attorney)  
8210 Lakewood Ranch Blvd.  
Postal Address  
Lakewood Ranch, FL 34202  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 24 day of October, 2011, by JAMES R. SCHIER, as VP, (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:



Sherry S. Doddeema  
Notary Public  
SHERRY S. DODDEEMA  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 8 day of NOVEMBER, 2011.

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: [Signature]  
Chairman

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



# Arch Insurance Company

865 South Figueroa Street, Suite 2700  
Los Angeles, CA 90017  
(213) 283-3500 Fax (213) 283-2075

## Verification Certificate

To be attached to the bond described below:

SURETY: Arch Insurance Company  
PRINCIPAL: Neal Communities Land Development, Inc.  
OBLIGEE: County of Manatee, State of Florida  
DESCRIPTION: Lakewood Ranch Country Club Village West, Phase IIIB1  
Final Lift of Asphalt  
BOND NUMBER: SU5024899  
BOND AMOUNT: Thirty Two Thousand Seven Hundred Sixty and 00/100  
(\$32,760.00)

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 20th day of October, 2011.

Arch Insurance Company

By   
Laura L. Brown, Attorney-in-Fact

ACCEPTED IN OPEN SESSION 11/8/11  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

## 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

Laura L. Brown, John C. Plate and Terri I. Campos of Falls Church, VA (EACH)

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 29th day of June, 2011.

Arch Insurance Company

Attested and Certified



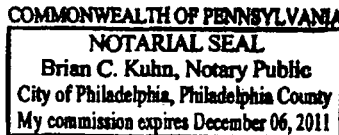
*Martin J. Nilsen*  
Martin J. Nilsen, Secretary

*J. Michael Pete*  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President 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.



*Brian C. Kuhn*  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

**CERTIFICATION**

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 29, 2011 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 J. Michael Pete, 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 20th day of October, 2011.

*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 Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102**

