

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.mymanatee.org

To: Vicki Tessemer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager *C. Mosley*

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: January 18, 2013

Subject: ARTISAN LAKES, PHASE I
SUBPHASE A, B AND C
PDMU-91-01(P)/05-S-76(P)
RELEASE WETLAND AGREEMENT
RELEASE SURETY BOND
ACCEPT WETLAND EXTENSION AGREEMENT
ACCEPT SURETY BOND

APPROVED IN OPEN SESSION

JAN 19 2013

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 *Agreement in Conjunction with Surety Bond for Guaranteeing Performance of a Wetland Mitigation System* in the amount of \$178,500.00;
- **Authorization to release and return** the following Surety Bond and any Riders associated with this Surety for performance of required wetland improvements. Documents will be mailed to Mac McCraw, Land Manager with Taylor Woodrow Communities at Artisan Lakes LLC located at 501 Cattlemen Road, Suite 100, Sarasota, FL 34232;
 - **Surety Bond** No. 87-68-87 issued through National Union Fire Insurance Company of Pittsburgh, PA;
- **Amount of Security** \$178,500.00.

Vicki Tessemer – Artisan Lakes Ph I, Subph A, B & C

January 18, 2013

Page 2

- **Acceptance of** and authorization for Chairman to execute the *Artisan Lakes Phase I, Subphase A, B & C Wetland Mitigation System Agreement*;
- **Acceptance of**, and authorization for Chairman to execute the Surety Bond in conjunction with the above Agreement;
 - **Surety Bond No.** 1091807 issued through Lexon Insurance Company;
 - **Amount of Defect Security** \$178,500.00.

CM/jo

cc: Records Management
Doug Means, Planning Division Mgr., Building & Development Svc.
Joel Christian, Environmental Program Mgr, Building & Development Svc.
Dorothy Rainey, Environmental Planner, Building & Development Svc.
Mac McCraw, Taylor Woodrow Communities at Artisan Lakes LLC
National Union Fire Insurance Company of Pittsburgh, PA
Lexon Insurance Company

Attachments

[Originals to J. Oliver 1/31/13 \(vj\)](#)

**ARTISAN LAKES PHASE I, SUBPHASE A, B & C
WETLAND MITIGATION SYSTEM
AGREEMENT**

This **SURETY AGREEMENT** ("Agreement") is made and entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida ("Manatee County" or "County"); and **TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, LLC, a Florida a limited liability company** with an address of **501 CATTLEMEN ROAD, SUITE 100, SARASOTA, FL 34232** ("Developer").

RECITALS

WHEREAS, Developer has made application to the County for approval of a site plan or final plat identified as **ARTISAN LAKES PHASE I, SUBPHASE A, B & C** (the "Project") to be developed on the property described in Exhibit "A", attached hereto and incorporated herein, (the "Property"); and

WHEREAS, in connection with the Project, Developer has submitted a Wetland Mitigation Plan, which is on file with the County's Planning Department and has been approved by the County, that provides for and requires the construction, maintenance, and operation of a Wetland Mitigation System; and

WHEREAS, Developer desires to obtain approval of the site plan or final plat for the Project; and

WHEREAS, the Developer is the responsible entity for construction, maintenance, and operation of the Wetland Mitigation System; and

WHEREAS, Section 719 of the Manatee County Land Development Code (the "Code") requires that Developer tender to the County a security, bond, escrow, or other form of surety acceptable to the County in the amount of one hundred fifteen percent (115%) of a cost estimate, certified by the Engineer of Record, of the estimated or actual costs and expenses of wetland mitigation construction, planting, maintenance, and monitoring the County may incur should the Developer fail to comply with or perform any requirement of the Wetland Mitigation Plan; and

WHEREAS, Developer has submitted such estimate certifying the construction, maintenance, and operation costs as **ONE HUNDRED FIFTY-FIVE THOUSAND, ONE HUNDRED SIXTY-FIVE & NO/100 dollars (\$155,165.00)**, as shown on Exhibit "B", attached hereto and incorporated herein.

WHEREAS, the Developer herewith tenders to the County a **SURETY BOND** (Type of Security), Number **1091807**, dated **DECEMBER 12, 2012**, with **LEXON INSURANCE COMPANY** (Financial Institution), in the amount of **ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED & NO/100** Dollars

ACCEPTED AND OPENED FOR \$50,000 (numbers), expiring on the **12TH** day of **DECEMBER, 2017**.

JAN 29 2013

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Developer's Obligations. The Developer hereby agrees to construct, maintain, and operate a Wetland Mitigation System such that the constructed mitigation (i) provides an equal or greater habitat function than the wetland being replaced, (ii) complies with the approved Wetland Mitigation Plan, and (iii) otherwise fully complies with Section 719 of the Code and all other applicable regulations, requirements, and agreements. Further, the Developer hereby agrees that it will correct any deleterious effects on wetlands or adjacent areas that may result from non-compliance with the Wetland Mitigation Plan.
2. Surety Requirement. Within sixty (60) days following execution of this Agreement, Developer shall tender to the County's Planning Director a performance and defect bond, letter of credit, or other surety in form and substance reasonably acceptable to the County (the "Security") in the amount of **ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED & NO/100** Dollars (words), **\$ 178,500.00** (numbers), such amount being one hundred fifteen percent (115%) of the certified cost estimate, attached hereto as Exhibit "B" and incorporated herein. Said Security shall be issued by a bank or other financial institution authorized to transact business in the State of Florida (the "Surety Company"). Said Security shall remain valid throughout the effective period of this Agreement, as described in Paragraph 6 herein. Further, the Security shall not be canceled with less than ninety (90) days written notice to the County, provided by hand delivery or certified mail. Any such cancellation must be accompanied by the tender of an adequate replacement security, failing which a stop work order, requiring immediate cessation of any land alteration activities, shall be posted against all development activities occurring or permitted on the Property.
3. County's Obligation. Upon tendering of the Security by the Developer as required by Paragraph 2 hereof, the County may approve the applied-for site plan or final plat provided that all other requirements for such approval have been met.
4. County's Remedies. If the Developer should (i) fail or refuse to construct, maintain, or operate, to the reasonable satisfaction of the County, the required Wetland Mitigation System, (ii) fail to correct any deleterious effects on wetlands or adjacent areas during the effective period of this Agreement, or (iii) fail to maintain the security for its obligations hereunder in accordance with Section 2, hereof, and Section 719 of the Code, the County, at its sole option and upon ten (10) days written notice to the Developer, shall have the right to draw upon the security and enter upon the Property, to construct, maintain, and operate the aforesaid Wetland Mitigation System, and/or to correct any deleterious effects on wetlands or adjacent areas. Nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer or to collect against the Security posted for the Wetland Mitigation System.

5. Indemnity. The Developer shall indemnify and hold harmless the County against and from all claims, costs, fees, expenses, damages, injuries, or loss, whether direct or consequential, including without limitation all engineering, legal, and contingent costs and fees, which the County may sustain due to the failure of the Developer to fulfill its obligation as described herein during the time period specified, without regard to the amount of the Security. In the event the County exercises this right, the Developer shall reimburse the County for all costs and expenses.
6. Effective Date and Expiration. This Agreement shall be effective upon execution and shall continue in effect through a date five (5) years following the date on which construction of the required Wetland Mitigation System is deemed complete pursuant to Section 719 of the Code (i.e., the system has been certified by the Engineer of Record to have been constructed in compliance with the approved Wetland Mitigation Plan, and the County has completed an on-site review and approved the construction). Upon or prior to the expiration of said five (5) year period, Developer shall record in the public records of the County documents providing that the Developer and his successors shall be responsible for ongoing maintenance, data collection, and reporting for the Wetland Mitigation System.
7. No Development Rights Conferred. The parties understand, acknowledge, and agree that, unless otherwise specifically provided for herein, no approval is given hereby for the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer or the Property; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations and all development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.
8. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.

10. Partial Invalidity. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
11. Assignment. County specifically understands that the obligations of Developer herein may be assigned to a subsequent developer of the Project and that the rights and obligations of Developer herein shall run with the Project. The term "Assignment" shall not include acts by the Developer's primary contractor in subcontracting or ordering materials for portions of the Realignment Improvements.
12. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto.
13. Notices. Every notice, request, or other communication provided for in this Agreement shall be in writing and shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:

Manatee County
Attn: Director, Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

With copies to:

Manatee County
Attn: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

Manatee County
Attn: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to the Developer:

Taylor Morrison of Florida, Inc.
501 North Cattlemen Road
Suite 100
Sarasota, FL 34232
Phone 9941)371-3008

With a copy to:

Taylor Morrison of Florida, Inc.
Attn: Todd Merrill
Associate General Council
1211 N. West Shore Blvd., Suite 512
Tampa, FL 33607

[SIGNATURE PAGE FOLLOWS]

Wetland Mitigation Agreement

For: Artisan Lakes Ph I, Subph A, B & C
Project Name

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth below.

MANATEE COUNTY, a political
subdivision of the State of Florida

By: Board of County Commissioners

By: Larry Buetts
Chairman

ATTEST: R. B. SHORE,
Clerk of the Circuit Court

By: Wabi Jessman
Deputy Clerk



Date: January 29, 2013

TAYLOR WOODROW COMMUNITIES
AT ARTISAN LAKES, LLC
a Florida a Florida a limited liability
company

By: [Signature]
Print Name: Mae McCaw
Title: Land Manager
Date: 1-4-13

WITNESSES:

Deborah K. Beckett
Signature

Deborah K. Beckett
Print Name

[Signature]
Signature

Pradip Gandhi
Print Name

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"

(Page 1 of 5)

LEGAL DESCRIPTION**ARTISAN LAKES - PHASE 1**

A parcel of land lying within Sections 16 and 17, Township 33 South, Range 18 East, Manatee County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 16, Township 33 South, Range 18 East and run thence $N00^{\circ}54'44''E$ along the West boundary of said Section 16, a distance of 60.00 feet to a point of intersection with the North right-of-way line of Moccasin Wallow Road as recorded in Official Record Book 1598, page 1537 of the Public Records of Manatee County, Florida; thence $N89^{\circ}33'35''W$, along said right-of-way line, 110.46 feet to the POINT OF BEGINNING; thence continue along said line $N89^{\circ}33'35''W$, 2,407.66 feet to a point of intersection with a line being 84.00 feet East of and parallel with the West boundary of the Southeast 1/4 of aforementioned Section 17; thence $N00^{\circ}12'12''W$, along said parallel line, 1,476.37 feet; thence departing said line, $N89^{\circ}47'48''E$, 190.00 feet; thence $N00^{\circ}12'12''W$, 133.13 feet; thence $N89^{\circ}47'48''E$, 135.00 feet; thence $N00^{\circ}12'12''W$, 49.32 feet to a point of curvature; thence 84.68 feet along the arc of a curve to the right through a central angle of $11^{\circ}01'36''$, said curve having a radius of 440.00 feet and being subtended by a chord which bears $N05^{\circ}18'36''E$, 84.55 feet to a point of reverse curvature; thence 438.59 feet along the arc of a curve to the left through a central angle of $21^{\circ}12'23''$, said curve having a radius of 1,185.00 feet and being subtended by a chord which bears $N00^{\circ}13'13''E$, 436.09 feet; thence $N10^{\circ}22'59''W$, 99.55 feet; thence $S89^{\circ}18'27''E$, 888.27 feet; thence $S00^{\circ}00'00''E$, 159.08 feet; thence $S19^{\circ}51'03''W$, 71.23 feet; thence $N90^{\circ}00'00''E$, 149.10 feet; thence $S88^{\circ}39'28''E$, 83.44 feet to a point on the arc of a curve; thence 163.18 feet along the arc of said curve to the left through a central angle of $40^{\circ}38'56''$, said curve having a radius of 230.00 feet and being subtended by a chord which bears $N73^{\circ}52'18''E$, 159.77 feet; thence $N36^{\circ}27'10''W$, 53.55 feet; thence $N00^{\circ}00'00''E$, 138.00 feet; thence $N08^{\circ}38'53''E$, 83.97 feet; thence $N53^{\circ}43'45''E$, 88.01 feet; thence $N43^{\circ}58'37''E$, 88.02 feet; thence $N38^{\circ}13'47''E$, 66.77 feet; thence $N46^{\circ}20'32''E$, 63.79 feet; thence $N66^{\circ}06'40''E$, 64.96 feet; thence $S56^{\circ}23'49''E$, 32.88 feet to a point on the arc of a curve; thence 303.38 feet along the arc of said curve to the right through a central angle of $22^{\circ}34'27''$, said curve having a radius of 770.00 feet and being subtended by a chord which bears $N44^{\circ}53'24''E$, 301.42 feet; thence $N56^{\circ}10'38''E$, 36.36 feet; thence $N33^{\circ}49'22''W$, 55.24 feet to a point of curvature; thence 243.95 feet along the arc of a curve to the left through a central angle of $76^{\circ}22'42''$, said curve having a radius of 183.00 feet and being subtended by a chord which bears $N72^{\circ}00'43''W$, 226.28 feet; thence $S69^{\circ}47'56''W$, 203.87 feet; thence $S61^{\circ}04'04''W$, 91.61 feet; thence $N00^{\circ}32'19''E$, 67.00 feet; thence $N23^{\circ}23'16''E$, 145.41 feet; thence $N03^{\circ}31'14''E$, 43.49 feet to a point of curvature; thence 529.85 feet along the arc of a curve to

EXHIBIT "A"

(Page 2 of 5)

the left through a central angle of $166^{\circ}36'34''$, said curve having a radius of 182.21 feet and being subtended by a chord which bears $N79^{\circ}47'03''W$, 361.93 feet; thence $N73^{\circ}05'21''W$, 5.40 feet to a point of intersection with a line being 35.00 feet East of and parallel with the West boundary of the East 1/2 of the Northeast 1/4 of aforementioned Section 17; thence $N00^{\circ}32'19''E$, along said parallel line, 254.62 feet; thence departing said parallel line, $S89^{\circ}27'41''E$, 97.93 feet; thence $N72^{\circ}55'44''E$, 99.16 feet; thence $S89^{\circ}27'41''E$, 192.69 feet; thence $S49^{\circ}44'27''E$, 90.21 feet to a point on the arc of a curve; thence 278.09 feet along the arc of said curve to the left through a central angle of $24^{\circ}12'53''$, said curve having a radius of 658.00 feet and being subtended by a chord which bears $S49^{\circ}16'54''E$, 276.02 feet; thence $S61^{\circ}23'20''E$, 75.75 feet to a point of curvature; thence 116.43 feet along the arc of a curve to the right through a central angle of $27^{\circ}33'58''$, said curve having a radius of 242.00 feet and being subtended by a chord which bears $S47^{\circ}36'21''E$, 115.31 feet; thence $S33^{\circ}49'22''E$, 198.97 feet; thence $N56^{\circ}10'38''E$, 129.62 feet; thence continue along said line $N56^{\circ}10'38''E$, 83.74 feet to a point on the arc of a curve; thence 49.96 feet along the arc of said curve to the left through a central angle of $81^{\circ}47'12''$, said curve having a radius of 35.00 feet and being subtended by a chord which bears $S82^{\circ}55'46''E$, 45.83 feet; thence $N56^{\circ}10'38''E$, 34.33 feet; thence $N72^{\circ}52'35''E$, 52.20 feet; thence $N56^{\circ}10'38''E$, 12.67 feet; thence $N33^{\circ}49'22''W$, 186.50 feet to a point of curvature; thence 267.98 feet along the arc of a curve to the left through a central angle of $27^{\circ}33'58''$, said curve having a radius of 557.00 feet and being subtended by a chord which bears $N47^{\circ}36'21''W$, 265.41 feet; thence $N61^{\circ}23'20''W$, 36.05 feet; thence $N28^{\circ}36'40''E$, 96.57 feet; thence $N74^{\circ}21'20''E$, 17.88 feet; thence $N48^{\circ}17'10''E$, 115.42 feet; thence $N57^{\circ}13'42''E$, 40.98 feet; thence $S89^{\circ}51'14''E$, 96.78 feet to a point on the arc of a curve; thence 352.72 feet along the arc of said curve to the left through a central angle of $35^{\circ}38'35''$, said curve having a radius of 567.00 feet and being subtended by a chord which bears $S17^{\circ}40'31''E$, 347.06 feet; thence $N54^{\circ}30'11''E$, 142.00 feet to a point on the arc of a curve; thence 35.29 feet along the arc of said curve to the right through a central angle of $04^{\circ}45'28''$, said curve having a radius of 425.00 feet and being subtended by a chord which bears $N33^{\circ}07'05''W$, 35.28 feet; thence $N59^{\circ}15'39''E$, 192.00 feet to a point on the arc of a curve; thence 150.59 feet along the arc of said curve to the right through a central angle of $37^{\circ}01'54''$, said curve having a radius of 233.00 feet and being subtended by a chord which bears $N12^{\circ}13'25''W$, 147.99 feet to a point on the arc of a curve; thence 256.48 feet along the arc of said curve to the left through a central angle of $21^{\circ}46'15''$, said curve having a radius of 675.00 feet and being subtended by a chord which bears $N67^{\circ}48'05''E$, 254.94 feet; thence $N69^{\circ}27'04''E$, 95.25 feet; thence $N54^{\circ}28'37''E$, 52.83 feet to a point of curvature; thence 625.18 feet along the arc of a curve to the left through a central angle of $180^{\circ}00'00''$, said curve having a radius of 199.00 feet and being subtended by a chord which bears $N35^{\circ}31'23''W$, 398.00 feet; thence $S54^{\circ}28'37''W$, 215.61 feet to a point on the arc of a curve; thence 704.79 feet

EXHIBIT "A"

(Page 3 of 5)

along the arc of said curve to the left through a central angle of $56^{\circ}19'13''$, said curve having a radius of 717.00 feet and being subtended by a chord which bears $N48^{\circ}50'41''W$, 676.76 feet; thence $N77^{\circ}00'18''W$, 76.73 feet to a point of curvature; thence 222.50 feet along the arc of a curve to the right through a central angle of $98^{\circ}25'05''$, said curve having a radius of 129.53 feet and being subtended by a chord which bears $N27^{\circ}47'45''W$, 196.13 feet to a point of reverse curvature; thence 308.09 feet along the arc of a curve to the left through a central angle of $20^{\circ}16'45''$, said curve having a radius of 870.47 feet and being subtended by a chord which bears $N11^{\circ}16'25''E$, 306.49 feet; thence $S89^{\circ}31'28''E$, 135.91 feet; thence $S16^{\circ}32'42''W$, 90.54 feet; thence $S07^{\circ}12'07''W$, 87.60 feet; thence $S00^{\circ}28'32''W$, 22.85 feet to a point of curvature; thence 625.18 feet along the arc of a curve to the left through a central angle of $180^{\circ}00'00''$, said curve having a radius of 199.00 feet and being subtended by a chord which bears $S89^{\circ}31'28''E$, 398.00 feet; thence $N00^{\circ}28'32''E$, 79.25 feet; thence $N18^{\circ}33'00''W$, 92.03 feet; thence $N00^{\circ}28'32''E$, 145.59 feet to a point of curvature; thence 254.61 feet along the arc of a curve to the left through a central angle of $66^{\circ}36'48''$, said curve having a radius of 219.00 feet and being subtended by a chord which bears $N32^{\circ}49'52''W$, 240.51 feet; thence $N23^{\circ}51'44''E$, 15.24 feet; thence $S89^{\circ}31'28''E$, 88.08 feet; thence $N00^{\circ}28'32''E$, 20.00 feet to a point of intersection with a line being 15.00 feet South of and parallel with the North boundary of the Northeast 1/4 of aforementioned Section 17; thence $S89^{\circ}31'28''E$, along said parallel line, 24.89 feet to a point of intersection with the East boundary of the Northeast 1/4 of said Section 17; thence $N89^{\circ}59'24''E$, along a line being 15.00 feet South of and parallel with the North boundary of the Northwest 1/4 of aforementioned Section 16, a distance of 316.48 feet; thence departing said parallel line, $S11^{\circ}01'35''E$, 8.23 feet; thence $S63^{\circ}32'46''W$, 102.11 feet; thence $S32^{\circ}41'21''W$, 107.17 feet; thence $S00^{\circ}00'36''E$, 249.01 feet; thence $N89^{\circ}59'24''E$, 111.00 feet; thence $N00^{\circ}00'36''W$, 6.29 feet; thence $N89^{\circ}59'24''E$, 161.00 feet; thence $N00^{\circ}00'36''W$, 104.00 feet; thence $N89^{\circ}59'24''E$, 64.00 feet; thence $S84^{\circ}46'04''E$, 104.44 feet; thence $N89^{\circ}59'24''E$, 301.37 feet to a point of curvature; thence 93.50 feet along the arc of a curve to the right through a central angle of $25^{\circ}02'04''$, said curve having a radius of 214.00 feet and being subtended by a chord which bears $S77^{\circ}29'34''E$, 92.76 feet; thence $S64^{\circ}58'32''E$, 295.09 feet to a point of curvature; thence 113.13 feet along the arc of a curve to the left through a central angle of $12^{\circ}33'41''$, said curve having a radius of 516.00 feet and being subtended by a chord which bears $S71^{\circ}15'23''E$, 112.90 feet; thence $S89^{\circ}41'29''E$, 217.28 feet to a point on the arc of a curve; thence 425.41 feet along the arc of said curve to the left through a central angle of $47^{\circ}14'13''$, said curve having a radius of 516.00 feet and being subtended by a chord which bears $N54^{\circ}32'08''E$, 413.47 feet; thence $N88^{\circ}28'05''E$, 32.40 feet to a point on the arc of a curve; thence 249.28 feet along the arc of said curve to the left through a central angle of $85^{\circ}01'00''$, said curve having a radius of 168.00 feet and being subtended by a chord which bears $S44^{\circ}02'26''E$, 227.03 feet; thence

EXHIBIT "A"

(Page 4 of 5)

S86°32'56"E, 65.08 feet; thence N84°18'31"E, 65.31 feet; thence S63°25'09"E, 57.09 feet; thence S52°42'04"E, 139.22 feet; thence S38°10'31"W, 7.17 feet; thence S39°42'37"W, 124.00 feet; thence S50°17'23"E, 111.00 feet; thence S39°42'37"W, 2.56 feet; thence S50°17'23"E, 75.00 feet; thence S39°42'37"W, 50.00 feet; thence S50°17'23"E, 91.92 feet; thence S43°59'29"E, 404.78 feet; thence S85°30'08"E, 49.49 feet; thence S17°01'09"E, 57.24 feet to a point on the arc of a curve; thence 65.25 feet along the arc of said curve to the left through a central angle of 12°53'30", said curve having a radius of 290.00 feet and being subtended by a chord which bears S44°11'43"E, 65.11 feet; thence S71°22'16"E, 57.24 feet to a point on the arc of a curve; thence 135.72 feet along the arc of said curve to the left through a central angle of 28°16'34", said curve having a radius of 275.00 feet and being subtended by a chord which bears S76°00'16"E, 134.34 feet; thence N89°51'27"E, 10.41 feet to a point of curvature; thence 54.42 feet along the arc of a curve to the right through a central angle of 89°04'57", said curve having a radius of 35.00 feet and being subtended by a chord which bears S45°36'05"E, 49.10 feet; thence S89°36'27"E, 120.04 feet; thence N88°56'24"E, 20.00 feet; thence S01°03'36"E, 377.82 feet to a point of curvature; thence 128.99 feet along the arc of a curve to the right through a central angle of 09°28'31", said curve having a radius of 780.00 feet and being subtended by a chord which bears S03°40'39"W, 128.85 feet; thence S76°48'35"E, 85.90 feet; thence S15°51'16"W, 158.57 feet to a point of curvature; thence 527.80 feet along the arc of a curve to the left through a central angle of 170°55'23", said curve having a radius of 176.93 feet and being subtended by a chord which bears S69°36'26"E, 352.75 feet; thence N88°59'45"E, 54.58 feet to a point on the arc of a curve; thence 124.30 feet along the arc of said curve to the left through a central angle of 16°55'32", said curve having a radius of 420.76 feet and being subtended by a chord which bears S33°50'04"E, 123.84 feet; thence S42°17'50"E, 122.81 feet; thence S47°34'46"E, 62.53 feet; thence S67°56'22"E, 129.57 feet; thence S09°15'38"E, 76.18 feet; thence S17°37'37"E, 63.97 feet; thence S09°54'29"E, 136.26 feet; thence S00°05'47"W, 66.57 feet; thence S46°39'28"W, 57.82 feet; thence S01°53'50"E, 812.65 feet; thence S44°37'09"W, 520.64 feet; thence S04°12'24"W, 526.73 feet; thence S62°33'13"E, 247.54 feet to a point of intersection with the Northwesterly boundary of Parcel 109.1-R(B) (Frontage Road - also known as Gillet Drive) as recorded in Official Record Book 855, page 25 of the Public Records of Manatee County, Florida; thence S48°37'44"W, along said boundary, 280.27 feet; thence departing said boundary, N41°22'16"W, 126.09 feet; thence S89°58'22"W, 665.46 feet; thence S00°37'55"W, 362.47 feet to a point of intersection with the Easterly prolongation of the Northerly boundary of those lands described in Official Record Book 291, page 245 of the Public Records of Manatee County, Florida; thence N86°57'02"W, along said Easterly prolongation, 7.31 feet to the Northeast corner of said lands; thence N86°57'02"W, along said North boundary, 197.87 feet to the Northwest corner of said lands, said corner being a point on the West boundary of the Southeast 1/4

EXHIBIT "A"

(Page 5 of 5)

of aforementioned Section 16; thence $N00^{\circ}37'55''E$, along said West boundary, 778.36 feet to the Southwest corner of those lands described in Official Record Book 898, page 872 of the Public Records of Manatee County, Florida; thence $S89^{\circ}12'45''E$, 199.78 feet ("East" 200 feet per deed) to the Southeast corner of said lands; thence $N04^{\circ}45'20''E$, 267.26 feet ($N04^{\circ}04'13''E$, 267.68 feet per deed) to the Northeast corner of said lands; thence $N89^{\circ}11'22''W$, 219.00 feet ("West" 219 feet per deed) to the Northwest corner of said lands, said corner being the Northwest corner of the Southwest 1/4 of the Southeast 1/4 of aforementioned Section 16; thence $N89^{\circ}38'23''W$, along the North boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 16, a distance of 1,380.32 feet to the Northwest corner of said Southeast 1/4 of the Southwest 1/4; thence $S01^{\circ}06'10''W$, 510.56 feet to the Northwest corner of Parcel G as recorded in Official Record Book 1357, page 134 of the Public Records of Manatee County, Florida; thence $N89^{\circ}29'28''W$, 509.23 feet; thence $S00^{\circ}01'36''W$, 233.34 feet to a point of curvature; thence 238.94 feet along the arc of a curve to the right through a central angle of $49^{\circ}47'01''$, said curve having a radius of 275.00 feet and being subtended by a chord which bears $S24^{\circ}55'06''W$, 231.50 feet to a point of reverse curvature; thence 210.65 feet along the arc of a curve to the left through a central angle of $48^{\circ}16'36''$, said curve having a radius of 250.00 feet and being subtended by a chord which bears $S25^{\circ}40'19''W$, 204.47 feet; thence $S01^{\circ}32'01''W$, 114.60 feet to a point of intersection with the North right-of-way of Moccasin Wallow Road (Parcel 104) as recorded in Official Record Book 867, page 838 of the Public Records of Manatee County, Florida; thence $N89^{\circ}33'56''W$, along said right-of-way line, 100.02 feet to the Northwest corner of said Parcel 104; thence $S00^{\circ}26'04''W$, along the West boundary of said Parcel 104, a distance of 35.19 feet to a point of intersection with the North right-of-way line of Moccasin Wallow Road as recorded in Official Record Book 1598, page 1537 of the Public Records of Manatee County, Florida; thence $N89^{\circ}31'37''W$, along said right-of-way line, 337.22 feet; thence departing said line, $N00^{\circ}28'23''E$, 212.91 feet; thence $N89^{\circ}31'37''W$, 99.36 feet; thence $N00^{\circ}28'23''E$, 349.61 feet; thence $N55^{\circ}59'39''W$, 83.63 feet; thence $S34^{\circ}00'21''W$, 18.51 feet to a point on the arc of a curve; thence 229.68 feet along the arc of said curve to the right through a central angle of $36^{\circ}58'31''$, said curve having a radius of 355.90 feet and being subtended by a chord which bears $S52^{\circ}29'30''W$, 225.71 feet; thence $S19^{\circ}01'15''E$, 29.74 feet; thence $S70^{\circ}58'45''W$, 34.06 feet; thence $S00^{\circ}26'25''W$, 415.05 feet to the POINT OF BEGINNING.

EXHIBIT "B"

**CERTIFIED COST ESTIMATE FOR
THE WETLAND MITIGATION SYSTEM**

EXHIBIT B

Artisan Lakes, Phase I, Subphase A, B & C
 Application No. 44030240.001
 Wetland Mitigation Plan - Cost Estimate

I. Enhancement

Wetland No.	Acreage	Type and % Coverage Exotics to be removed			Exotic Removal	Disposal	Follow-Up Maintenance Event	Wetland Sub-Total
		Canopy	Sub-Canopy	Understory				
2	3 70	Vine removal, <10% Coverage	Brazilian Pepper, 80% coverage	Closed canopy	\$26,640 00			
3	3 71	Vine removal, 10% Coverage	Brazilian Pepper, primrose willow, 70% coverage	Closed canopy	\$26,640 00			
4	3 00	Vine removal, 10% Coverage	Brazilian Pepper, primrose willow, 75% coverage	Vine removal, 50% Coverage	\$21,600 00			
6	3 08	Vine removal, <10% Coverage	Brazilian Pepper, primrose willow, 75% coverage	Closed canopy	\$22,170 00			
15	0 99	N/A	N/A	Torpedo grass, primrose willow, 30% coverage	\$1,125 00			
16C	1 62	N/A	Brazilian pepper, 20% coverage	Torpedo grass, primrose willow, 30% coverage	\$1,750 00			
46B	0 19	N/A	Brazilian pepper around perimeter, 20% coverage, vine removal 50% coverage	Vine removal, 75% Coverage	\$475 00	\$7,335 00	\$7,000 00	\$112,985 00
Sub-Total								\$112,985 00

II. Creation

Wetland No.	Acreage	Initial Grading	Installation + Cost of plants	Wetland Sub-Total
Creation Area A	0 13	\$1,500 00	\$5,700 00	\$7,200 00
Sub-Total				\$7,200 00

III. Vegetative Monitoring Costs

Wetland No.	Acreage	Time Zero	Semi-Annually (Years 1, 2 & 3)	Annually (Years 4 & 5)	Wetland Sub-Total
2	3 70				
3	3 71				
4	3 00				
6	3 08				
16C	1 62				
15 / 46B/ Creation A	1 31	\$1,870 00	\$8,970 00	\$2,990 00	\$13,830 00
Sub-Total					\$13,830 00

IV. Hydrologic Monitoring Costs

Wetland No.	Acreage	Installation (Including staff gauges) & Time Zero	Monthly (years 1 - 5)	Wetland Sub-Total
2	3 70			
3	3 71			
4	3 00			
6	3 08			
16C	1 62			
15 / 46B/ Creation A	1 31	\$1,750 00	\$16,800 00	\$18,550 00
Sub-Total				\$18,550 00

V. Project Cost Summary

Enhancement	\$112,985 00
Creation	\$7,200 00
ES supervision during clearing activities (5 days)	\$2,600 00
Vegetative Monitoring	\$13,830 00
Hydrologic Monitoring	\$18,550 00

Project Total **\$155,165.00**

115% Financial Responsibility **\$178,439.75**

**SURETY BOND
FOR GUARANTEEING PERFORMANCE OF A
WETLAND MITIGATION SYSTEM**

BOND NO. 1091807
Replaces Bond No. 87-68-87 "Artisan Lakes"

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, Taylor Woodrow Communities at Artisan Lakes, LLC, as Principal, and Lexon Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Oblige, in the sum of One Hundred Seventy Eight Thousand Five Hundred & no/100 (Words) \$ 178,500.00 (Numbers), for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the Agreement In Conjunction with Surety Bond for Guaranteeing Performance of a Wetland Mitigation System ("Agreement").

THE CONDITION of the above obligation is such that the Principal has entered into the Agreement, dated _____ 2012, with the obligation

1. to construct, maintain and operate said Wetland Mitigation System ("System") such that it provides an equal or greater habitat than the habitat it replaced; and
2. to warrant that such System is fully functioning and free from defects or failures; and
3. to correct any deleterious effects on wetlands or adjacent areas that result from noncompliance with the Wetland Mitigation Plan.

NOW, THEREFORE, if the Oblige's inspection of the System finds the Principal has constructed, maintained and operated the System in compliance with the approved Wetland Mitigation Plan for the period up to and including sixty (60) months from the date of the Certification by the Principal that the mitigation is constructed in accordance with the approved Wetland Mitigation Plan, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect. If defects or failures are found in Principal's construction, maintenance or operation of the System, and the defects or failures are not remedied in accordance with the terms of the attached "Agreement", which is hereby incorporated herein by reference, the Surety, upon written request by the County Public Works Director, shall forthwith pay to the Oblige the costs of correcting the defects or failures in an amount not exceeding the said sum specified above.

ACCEPTED IN OPEN SESSION

JAN 29 2013

Wetland Mitigation System Agreement

Artisan Lakes

Project Name

BOND NO. 1091807

It is agreed and understood that the liability of the Principal is in no way limited by this Bond. The amount of money to be paid by the Surety shall be determined by the County's estimated or actual costs to be incurred to repair the defects or failures. Means of notification of intent to collect shall be by certified mail to the Surety at the address listed below. Payment shall be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners of Manatee County, Florida at Post Office Box 1000, Bradenton, Florida 34206, c/o Chairman.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Wetland System Mitigation Agreement shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida

INSURANCE COMPANY SIGNATURE FORM

FOR: Artisan Lakes

(Name of Project)

BOND NO. 1091807

SIGNED AND SEALED this 12th day of December, 20 12

Lexon Insurance Company

By: [Signature] Surety Company Name

Signature - As its Agent

Anett Cardinale, Attorney-in-Fact & FL Licensed Resident Agent

Print Name & Title

c/o Willis of Florida, Inc. - 3000 Bayport Dr., #300

Address

Tampa FL 33607

City State Zip

Inquiries: (813) 281-2095

WITNESSES OR CORPORATE SEAL

[Signature] Signature

Jinin DeFrancesco

Print Name

[Signature] Signature

Barbara Barco

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 12th day of December, 20 12, by Anett Cardinale as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known to me (Type of Identification) as identification.

NOTARY SEAL:



[Signature] Notary Public

Margaret A. Ginem

Print Name of Notary

Commission No. EE 046816

My Commission Expires: 01/08/2015

FOR: Artisan Lakes
(Name of Project)

(Pvt Imp./Surety- Developer is Corp.)

For: 1091807

SIGNED AND SEALED this 12th day of December, 2012

WITNESSES:

Shawn Lake
Witness

Shawn Lake
Type or Print Name

Shawn Lake
Witness

ANIA KONALSKA
Type or Print Name

Type or Print Name

Taylor Woodrow Communities at Artisan Lakes, LLC

BY: [Signature] Developer

[Signature] Signature

Ray McCraw Type or Print Name

Auth. Agent, Land Manager Title (If attorney-in-fact Attach Power of Attorney)

501 N. Cattlemen Road, Ste. 100

Postal Address

Sarasota FL 34232

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FL

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 20th day of Dec., 2012, by Ray J. McCraw, III, as Auth. Agent, (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



[Signature]
Kristie Huddleston

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 29th day of January 2013



BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: [Signature]
Chairman

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



POWER OF ATTORNEY

LX - 062650

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: Carol H. Hermes, David H. Carr, Anett Cardinale *****

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 \$ 2,000,000.00 Two million dollars ***** 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 Assistant Secretary, 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 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, 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 09/21/13

[Signature] Maureen K. Aye Notary Public

CERTIFICATE

I, the undersigned, Assistant 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 Woodridge, Illinois this 12th Day of December 2012.



[Signature] Philip G. Lauer Assistant 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.

WRITTEN CONSENT

SOLE MEMBER

TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C.

The undersigned, being the sole Member of Taylor Woodrow Communities At Artisan Lakes, L.L.C., a Florida limited liability company (the "LLC"), hereby consents to the adoption of the following resolutions and the taking of any action required or permitted thereby, in lieu of holding a Special Meeting and without notice, pursuant to Florida Statutes and the Operating Agreement of the LLC:

RESOLVED that, effective as of May 20, 2011, the LLC appoints **ROY (aka "MAC") JOHNSON MCCRAW** as an "Authorized Agent" to act on behalf of the LLC.

RESOLVED that Roy Johnson McCraw, commonly known as Mac McCraw, be and said Authorized Agent hereby is authorized, empowered and directed, in the name and on behalf of the LLC, acting jointly or individually, to execute the following documents on behalf of the LLC:

The LLC's land development agreements, development approval permits or development agreements (federal, state or local), Notice of Commencement forms, Division of Florida Condominiums, Timeshares, and Mobile Homes filings and forms or other state or municipal filings, bonds and surety bonds for public improvement, homeowners' association documents, municipal developer and zoning agreements, professional services and consulting agreements, property easements, site development contracts, subdivision performance and maintenance agreements, utility agreements, water management district agreements, subdivision plats, equipment leases, service maintenance agreements, subcontractor agreements and vendor contracts, so long as any such above-referenced document does not exceed One Hundred Thousand and No/100 Dollars (\$100,000).

RESOLVED that said Authorized Agent is specifically not authorized to execute the following documents on behalf of the LLC:

The LLC's home sales documents and contracts, HUD-1s and other settlement documents, deeds of conveyance, and title closing documents for real property conveyed or purchased by the LLC or any document exceeding One Hundred Thousand and No/100 Dollars (\$100,000.).

RESOLVED that said Authorized Agent has at all times since his appointment been authorized, empowered and directed, and now continues to be authorized, empowered and directed, in the name and on behalf of the LLC, to execute on behalf of the LLC any and all documents as described above, including, but not


limited to, acting as its authorized agent, in connection with the Magnolia Landing and Heron's Glen communities.

RESOLVED that all acts, agreements, petitions or applications undertaken prior to this date and all future acts and agreements executed by said Authorized Agent, and on behalf of the LLC, are ratified, confirmed and approved as valid and binding acts of the LLC.

DATED effective May 20, 2011.

TAYLOR MORRISON OF FLORIDA, INC.,
Sole Member of Taylor Woodrow Communities At
Artisan Lakes, L.L.C., a Florida limited liability
company

By: _____



Louis E. Steffens, President