

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 Tessmer, Board Records Manager, Clerk of the Circuit Court

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

From: Jane Oliver, Bond Coordinator *Jane Oliver*

Date: March 14, 2013

Subject: PEARCE BUSINESS CENTER
FSP-12-32
ACCEPT WETLAND MITIGATION SYSTEM AGREEMENT
ACCEPT SURETY BOND
*Replaced ROC
(Corrected dollar amount)*

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Acceptance of**, and authorization for Chairman to execute the *Pearce Business Center Wetland Mitigation System Agreement* in the amount of \$15,555.71;
- **Acceptance of**, and authorization for Chairman to execute the Letter of Credit in conjunction with the above Agreement;
 - **Letter of Credit No.** 201301 issued through 1st Manatee Bank;
 - **Amount** of Security \$15,555.71.

APPROVED IN OPEN SESSION

APR 09 2013

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

CM/mjo

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.
Carmen Mosley, Fiscal Services Mgr. Public Works Dept.
John Desrosiers, 1 Stop Landscape & Yard Waste
1 Manatee Bank

Attachments

Originals to Jane Oliver (vj)

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 Tessmer, Board Records Manager, Clerk of the Circuit Court

Thru: Carmen Mosley, Fiscal Operations Division Manager

From: Jane Oliver, Bond Coordinator

Date: March 14, 2013

Subject: PEARCE BUSINESS CENTER
FSP-12-32
ACCEPT WETLAND MITIGATION SYSTEM AGREEMENT
ACCEPT SURETY BOND

Please schedule on your consent calendar for the next available Board of County Commissioner's Agenda, the following "Form of Motion".

- **Acceptance of**, and authorization for Chairman to execute the *Pearce Business Center Wetland Mitigation System Agreement* in the amount of \$15,555.71;
- **Acceptance of**, and authorization for Chairman to execute the Letter of Credit in conjunction with the above Agreement,
 - **Letter of Credit No.** 201301 issued through 1st Manatee Bank;
 - **Amount of Security** \$15,555.71.

CM/mjo

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.
Carmen Mosley, Fiscal Services Mgr. Public Works Dept.
John Desrosiers, 1 Stop Landscape & Yard Waste
1 Manatee Bank

Attachments

**PEARCE BUSINESS CENTER
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 **1 STOP LANDSCAPE SUPPLY & YARD WASTE RECYCLING FACILITY, INC.**, a Florida **Corporation** with an address of **2560 WHITFIELD AVENUE, SARASOTA, FL 34243**, ("Developer").

RECITALS

WHEREAS, Developer has made application to the County for approval of a site plan or final plat identified as **PEARCE BUSINESS CENTER** (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 **THIRTEEN THOUSAND FIVE HUNDRED TWENTY-SIX & 70/100** dollars (\$13,526.70), as shown on Exhibit "B", attached hereto and incorporated herein.

WHEREAS, the Developer herewith tenders to the County **LETTER OF CREDIT** (Type of Security), Number **201301**, dated **MARCH 5, 2013**, with **1ST MANATEE BANK** (Financial Institution), in the amount of **FIFTEEN THOUSAND FIVE HUNDRED FIFTY-FIVE & 71/100** Dollars (words), \$ **15,555.71** (numbers), expiring on the **7TH** day of **MARCH, 2019**.

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 FIFTEEN THOUSAND FIVE HUNDRED FIFTY-FIVE & 71/100 Dollars (words), \$ 15,555.71 (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:

1 Stop Landscape Supply & Yard
2560 Whitfield Ave
Sarasota, FL 34243

With a copy to:

John Desrosiers
4952 Woodhurst Dr
Sarasota, FL 34243

[SIGNATURE PAGE FOLLOWS]

Wetland Mitigation Agreement

For: Pearce Business Center
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: [Signature]
VICE - Chairman

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

By: [Signature]
Deputy Clerk

Date: April 9, 2013

**1 Stop Landscape Supply & Yard Waste
Recycling Facility, Inc.**
A Florida corporation

By: [Signature]

Print Name: JOHN C. DESROSIERS

Title: PRESIDENT

Date: March 7, 2013

WITNESSES:

[Signature]
Signature

Johnnie Faye Yetter
Print Name

[Signature]
Signature

Racheia Freeman
Print Name



MYRA JANE OLIVER-MASON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE203843
Expires 9/26/2016

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LAND
Legal Description

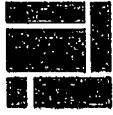
PARCEL I: A PORTION OF FARM 1, NEW PEARCE AND PEARCE VEGETABLE FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S89°57'15" E, ALONG THE NORTH LINE OF SAID SECTION 29, THE SAME BEING THE NORTH LINE OF SAID FARM 1, A DISTANCE OF 335.46 FEET TO THE NORTHEAST CORNER OF SAID FARM 1; THENCE S5°02'45" W, ALONG THE EASTERLY LINE OF SAID FARM 1, A DISTANCE OF 30.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WHITFIELD AVENUE, BEING 30.00 FEET SOUTHERLY TO THE SAID NORTH LINE OF SAID NORTHEAST 1/4; THENCE N89°57'15" W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 9.03 FEET FOR A POINT OF BEGINNING; THENCE S5°02'45" W, PARALLEL WITH AND 9.0 FEET WESTERLY OF THE SAID EASTERLY LINE OF FARM 1, A DISTANCE OF 361.36 FEET; THENCE S6°27'15" W, PARALLEL WITH AND 9.0 FEET WESTERLY OF THE SAID EASTERLY LINE OF FARM 1, A DISTANCE OF 271.75 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 417, PAGES 18 AND 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N89°58'55" W, ALONG SAID NORTH LINE 202.22 FEET; THENCE N5°39'01" E, 633.16 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF WHITFIELD AVENUE; THENCE S89°57'15" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 202.21 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. AND: PARCEL II: A PORTION OF FARM 1 AND FARM 2, NEW PEARCE AND PEARCE VEGETABLE FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE S89°57'15" E, ALONG THE NORTH LINE OF SAID SECTION 29, THE SAME BEING THE NORTH LINE OF SAID FARM 1, A DISTANCE OF 335.46 FEET TO THE NORTHEAST CORNER OF SAID FARM 1; THENCE S5°02'45" W, ALONG THE EASTERLY LINE OF SAID FARM 1, A DISTANCE OF 30.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WHITFIELD AVENUE, BEING 30.00 FEET SOUTHERLY OF SAID NORTH LINE OF SAID NORTHEAST 1/4; THENCE N89°57'15" W, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 9.03 FEET THENCE

S5°02'45" W, PARALLEL WITH AND 9.0 FEET WESTERLY OF THE SAID EASTERLY LINE OF FARM 1, A DISTANCE OF 361.36 FEET; THENCE S6°27'15" W, PARALLEL WITH AND 9.0 FEET WESTERLY OF THE SAID EASTERLY LINE OF FARM 1, A DISTANCE OF 271.75 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 417 PAGES 18 AND 19, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE N89°58'55" W, ALONG SAID NORTH LINE 202.22 FEET; THENCE S5°39'01" W, 249.88 FEET TO THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 417, PAGES 18 AND 19; THENCE S89°58'55" E, ALONG SAID SOUTHERLY LINE, 198.69 FEET TO A POINT ON A LINE BEING 9.0 FEET WESTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID FARM 1 AND FARM 2; THENCE N6°27'15" E, ALONG SAID LINE 9.0 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF FARM 1 AND FARM 2, 250.25 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA. AND: PARCEL III:

THE SOUTH 3/4 OF FARM #2, FARM #3, FARM #4, AND A PORTION OF FARM #5 ALL OF NEW PEARCE AND PEARCE VEGETABLE FARMS, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 15, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; SAID FARMS AND PORTIONS OF FARMS BEING ENCOMPASSED BY THE FOLLOWING METES AND BOUNDS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE N 0 DEGREES 02'52" EAST ALONG THE WEST LINE OF SAID SECTION 29, 2609.77 FEET; THENCE EAST 659.44 FEET TO THE EASTERLY RIGHT-OF-WAY OF PLATTED 30 FOOT PEARCE PARK ROAD FOR THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID PEARCE PARK ROAD THE FOLLOWING COURSES AND DISTANCES: N2°52'03" EAST 105.3 FEET, THENCE N24°37'03" E, 330 FEET; THENCE N37°37'03" E, 480 FEET; THENCE N69°34'48" E, 229 FEET; THENCE N4°35'52" E, 487 FEET; AND N 0 DEGREES 07'03" E, 412.86 FEET TO THE NORTHWESTERLY CORNER OF THE PROPERTY HEREIN BEING DESCRIBED; THENCE N89°44'01" E AND ALONG A POST AND WIRE FENCE, 1600.31 FEET TO THE CENTERLINE OF AN 18 FOOT PLATTED DRAINAGE CANAL; THENCE ALONG THE CENTERLINE OF SAID CANAL LINE THE FOLLOWING COURSES AND DISTANCES: S 7°53'26" W, 472.35 FEET; THENCE S9°12'22" W, 404.93 FEET; THENCE S 11°30'30" W, 328.79 FEET; THENCE SOUTH 12°42'40" W 598.01 FEET; THENCE LEAVING SAID CANAL, RUN N89°56'26"W, ALONG A POST AND WIRE FENCE, 1963.29 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 29, TOWNSHIP 35 SOUTH, RANGE 18 EAST.

EXHIBIT "B"

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



STEINBAUM AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

**REVISED 115% MITIGATION COST ESTIMATE (DATED MAY 15, 2008)
ADDENDUM TO WETLAND MITIGATION/UPLAND BUFFER
RESTORATION PLAN DATED, MAY 16, 2007
(TO REPLACE SECTION 8.0)**

INSTALLATION OF EROSION CONTROL MEASURES (E.G. SILT SCREENS) & EARTHWORK ASSOCIATED WITH CONSTRUCTION OF WETLAND CREATION AREAS 1 THRU 4 (COST PROVIDED BY CAVOLI ENGINEERING, INC.)	\$ 5,000.00
INITIAL EXOTIC/NUISANCE SPECIES REMOVAL EVENT (WETLAND "A")	\$ 2,000.00
INITIAL PLANTING OF WETLAND CREATION AREAS 1 THRU 4 Herbaceous (2" pots): 1362 @ 0.35/each	\$ 476.70
MITIGATION MONITORING (DATA COLLECTION, PHOTO-DOCUMENTATION, REPORT PREPARATION/SUBMITTAL) Five reports submitted annually over a possible three year period: 5 Reports @ \$400/Report	\$ 2,000.00
MITIGATION MAINTENANCE Decreasing in frequency over a three year period: Year 1: 4 Events @ \$450/Event Year 2: 3 Events @ \$450/Event Year 3: 2 Events @ \$450/Event	\$ 1,800.00 \$ 1,350.00 \$ 900.00 \$ 4,050.00
ESTIMATED MITIGATION COSTS OVER THREE YEARS	\$13,526.70
ESTIMATED MITIGATION COSTS + 15%	\$15,555.71

P.O. Box 15437
Sarasota, Florida 34277
Phone (941) 921-2707
Fax (941) 921-2739

PLANNING
MAY 17 2007
DEPARTMENT

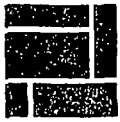
PEARCE BUSINESS CENTER
WETLAND MITIGATION/
WETLAND BUFFER RESTORATION PLAN
MAY 16, 2007



STEINBAUM AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

P.O. Box 15437
Sarasota, Florida 34277
Phone (941) 921-2707
Fax (941) 921-2739



STEINBAUM AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

**PEARCE BUSINESS CENTER
WETLAND MITIGATION/
WETLAND BUFFER RESTORATION PLAN**

MAY 16, 2007

SUBMITTED TO:

MS. STACY M. HAAG, SENIOR ENVIRONMENTAL SPECIALIST
NATURAL RESOURCES DIVISION
MANATEE COUNTY PLANNING DEPARTMENT
1112 MANATEE AVENUE WEST, 4TH FLOOR
BRADENTON, FLORIDA 34205

PREPARED FOR:

YENOMON INVESTMENTS, INC.
2201 CANTU COURT, SUITE 104
SARASOTA, FLORIDA 34232

PREPARED BY:

STEINBAUM & ASSOCIATES, INC.
P.O. BOX 15437
SARASOTA, FLORIDA 34277

P.O. Box 15437
Sarasota, Florida 34277
Phone (941) 921-2707
Fax (941) 921-2739

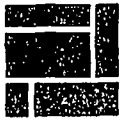
TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1.0 INTRODUCTION	1
2.0 DESCRIPTION OF ON-SITE HABITATS AND LAND COVER	2
2.1 ON-SITE SWFWMD/COUNTY JURISDICTIONAL WETLANDS	2
2.2 ON-SITE SWFWMD/COUNTY SURFACE WATERS	3
2.3 ON-SITE UPLANDS	3
3.0 PROPOSED WETLAND IMPACTS	3
4.0 PROPOSED WETLAND MITIGATION	4
4.1 WETLAND "A" ENHANCEMENT	4
4.2 WETLAND CREATION AREAS 1 THRU 4	4
4.3 WETLAND MITIGATION SUMMARY	5
5.0 WETLAND BUFFER RESTORATION	6
6.0 MONITORING	7
6.1 WETLAND MITIGATION COMPONENTS	7
6.2 WETLAND BUFFER SETBACK	8
7.0 ON-GOING MAINTENANCE TO ACHIEVE SUCCESS	
7.1 EXOTIC/NUISANCE SPECIES REMOVAL	8
7.2 SUPPLEMENTAL PLANTING	9
8.0 115% MITIGATION COST ESTIMATE	10
9.0 SPECIFICATIONS AND CONDITIONS	11

TABLES

NO. 1 WETLAND CREATION PLANT LIST	5
NO. 2 SPECIES PROPOSED FOR WETLAND BUFFER SETBACK	6





**PEARCE BUSINESS CENTER
WETLAND MITIGATION/WETLAND BUFFER RESTORATION PLAN**

MAY 16, 2007

1.0 INTRODUCTION

On behalf of the applicant, Yenomon Investments, Inc., the subject wetland mitigation and wetland buffer restoration plan is provided for the Pearce Business Center project, south of Whitfield Avenue and east of 28th Street within Section 29, Township 35S, Range 18E (Manatee County, FL).

Staked SWFWMD/(County) wetland and other surface water limits were verified by Vicki Mooney (SWFWMD) on July 19, 2006 pursuant to the District's formal delineation procedure. Meetings with Stacy Haag and Joel Christian of Manatee County Natural Resources Department (referred to herein as "Natural Resources") occurred in field on March 29, 2007 and at the Planning Department on April 24, 2007.

The applicant proposes impacts (totaling ± 0.451 acre) to low quality remnant wetland (see Section 3.0). The combined wetland creation/enhancement concept described in Section 4.0 meets the requirements of Section 719.8 of the Manatee County Land Development Code and will provide a larger consolidated wetland area having improved vegetative quality. All acreages are approximate and determined by Cavoli Engineering, Inc.. Please refer to revised plans prepared by Cavoli Engineering, Inc.

P.O. Box 15437
Sarasota, Florida 34277
Phone (941) 921-2707
Fax (941) 921-2739

2.0 DESCRIPTION OF ON-SITE HABITATS AND LAND COVER

The following description of on-site habitats and land cover is based on review of miscellaneous references (i.e. S.C.S. Soil Survey for Manatee County, aerial photographs, U.S.G.S. Quadrangle Map), field work performed by Steinbaum and Associates, Inc., on-site jurisdictional verification by the Southwest Florida Water Management District (SWFWMD), and application of the Florida Land Use Cover and Forms Classification System (FLUCFCS). Refer to the Conceptual Habitat/Land Cover Map prepared by Steinbaum and Associates, Inc. (dated November 22, 2006) included in the initial submittal.

2.1 ON-SITE SWFWMD/COUNTY JURISDICTIONAL WETLANDS

An on-site SWFWMD jurisdictional review was conducted by District staff Vicki Mooney on July 19, 2006 pursuant to the District's formal determination procedure (resulting in issuance of SWFWMD Final Agency Action Transmittal Letter for Formal Determination of Wetlands and Other Surface Waters, dated November 15, 2006, Petition No. 42031291.000). Ms. Mooney determined the site to contain three SWFWMD/(County) jurisdictional wetlands, referred to herein as Wetlands "A", "B", and "C". The vegetative quality and hydrologic regime of all three on-site wetlands has been adversely impacted by historic earthmoving activities (including agricultural ditching). Cattle grazing has also contributed to the altered nature of on-site wetlands.

WETLAND "A"

Wetland "A" (± 1.596 acres) is classified "643 Wet Prairie". This wetland is intercepted and surrounded by agricultural ditches. The north portion of this wetland has been historically excavated (possibly for purpose of creating a cattle watering hole). Dominant species include soft rush (*Juncus effusus*), crab grass (*Digitaria spp.*), torpedo grass (*Panicum repens*), matchhead (*Phyla nodiflora*), water hyssop (*Bacopa spp.*), red ludwigia (*Ludwigia repens*), marsh fleabane (*Pluchea odorata*), and dayflower (*Commelina diffusa*). There are two notable non-concentric zones comprised of varying proportions of the aforementioned species. Generally one zone is dominated by soft rush and the other is dominated by crab grass, torpedo grass, red ludwigia and water-hyssop. Several wax myrtle (*Myrica cerifera*) and young red maple (*Acer rubrum*) are located in the south section.

WETLAND "B"

This wetland is classified "643 Wet Prairie". Wetland "B" (± 0.091 acre) is a remnant, low quality area intercepted and surrounded by agricultural ditches. Dominant species are soft rush (*Juncus effusus*), crab grass, and torpedo grass. Subdominants include trace amounts of coinwort, smartweed (*Polygonum spp.*), and spike-rush (*Eleocharis baldwinii*).

2.0 DESCRIPTION OF ON-SITE HABITATS AND LAND COVER (CONTINUED)

WETLAND "C"

Wetland "C" (± 0.360 acre) is classified "643 Wet Prairie". This remnant area has been directly impacted by two perpendicular ditches. Said direct earthmoving impacts appear to have contributed significantly to the low quality and minimal ecological values associated with Wetland "C". Dominant species are carpet grass (*Axonopus spp*), mixed cultivated grasses, and matchhead.

2.2 ON-SITE SWFWMD/COUNTY SURFACE WATERS

All on-site ditches were determined by Ms. Mooney to be surface waters (the majority being "upland cut" and several being "hydric cut"). "Upland cut" indicates excavated in historic upland and "Hydric cut" indicates excavated in historic wetland. All such surface water features appear associated with agricultural management. Man-made ditches are included in the FLUCFCS code "510 Steams and Waterways". Note that the segment of Pearce Drain along the east project boundary was District determined to be "upland cut" surface waters.

2.3 ON-SITE UPLANDS

The majority of on-site upland is comprised of improved pasture "211 Improved Pasture" per FLUCFCS and supports a cattle operation. This historically cleared land has for many years been subject to routine agricultural management activities, therefore exhibits no unaltered native upland habitat. A stand of Brazilian pepper ("422 Brazilian Pepper") is located southwest of Wetland "A".

3.0 PROPOSED WETLAND IMPACTS

The applicant proposes impacts (totaling ± 0.451 acre) to low quality Wetlands "B" (± 0.091 acre) and Wetland "C" (± 0.360 acre).

Wetland "B" has an unnatural topography, has been historically ditched directly, and is flanked by swales (and associated berms). The project engineer indicates that the seasonal high water level (as designated by Cavoli Engineering, Inc.) for the stormwater management lake proposed adjacent to Wetland "B" can not provide suitable augmentation of remnant ± 0.091 acre Wetland "B". This is due to the impacted condition of Wetland "B" and its associated seasonal high water level (which per the project engineer differs significantly from that of the adjacent proposed stormwater management lake).

Regarding Wetland "C", this ditched area creates spacial constraints to developing the site. As described in Section 2.1, the vegetation association is marginal and hydrologic regime severely impacted, therefore rendering Wetland "C" of extremely low ecological value.

4.0 PROPOSED WETLAND MITIGATION

The applicant's wetland mitigation consists of enhancement of Wetland "A" (the largest on-site wetland to remain) and creation of contiguous wetland within four improved pasture nodes bordering Wetland "A" (referred to as Wetland Creation Areas 1 - 4). Wetland "A" includes a significant portion of exotic/nuisance species (mostly *Panicum repens*). Besides improving vegetative quality of Wetland "A" through initial and on-going exotic/nuisance species removal, the project engineer confirms that the Wetland "A" hydroperiod would be stabilized through the Cavoli Engineering, Inc. stormwater management design. Such vegetative enhancement would also reduce undesirable seed sources from recruiting into Wetland Creation Area Nos. 1 - 4 designated contiguous to Wetland "A".

The applicant's mitigation option, discussed with Natural Resources staff, will provide a larger contiguous area of more ecologically productive wetland habitat (as opposed to perpetuating the poor quality and disassociated nature of remnant Wetlands "B" and "C" in the post-development condition).

4.1 WETLAND "A" ENHANCEMENT

Preserved Wetland "A" would be subject to initial and on-going maintenance of exotic/nuisance species (i.e. *Typha latifolia*, *Ludwigia peruviana*, *Panicum repens*). Such vegetative management would be selective, where possible, to avoid monotypical stands of desirable species. See Section 7.0 "Maintenance to Achieve Success". The historically excavated area (possible cattle pond) in the easterly section of Wetland "A" appears to achieve depths during the rainy season that do not sustain vegetative growth. This area may therefore remain an open water habitat niche for ecological diversity within the Wetland "A" Enhancement/Creation conglomerate. Any sizeable areas (i.e. greater than 500 S.F.) of non-viable vegetation resulting from initial management (excluding the historically excavated cattle pond) will be subject to a one-time planting with appropriate species listed in Table 1.

4.2 WETLAND CREATION AREAS 1 THRU 4

Existing grade within designated Wetland Creation Areas 1 thru 4, would be lowered (necessitating use of heavy equipment) to elevations conducive to sustaining herbaceous wetland habitat. Such lowering will aim to achieve a natural transition or mergence with the bordering Wetland "A" Enhancement Area. Wetland creation bottom elevations will range from the Wetland "A" seasonal high water level (EL. 14.75 as determined by Cavoli Engineering, Inc.) to a depth not exceeding 2' below the Wetland "A" seasonal high water level. Acreages for Wetland Creation Areas are as follows:

WETLAND CREATION AREA	APPROXIMATE ACREAGE
1	0.126
2	0.057
3	0.007
4	0.091
	<u>0.281</u>



4.0 PROPOSED WETLAND MITIGATION

4.2 WETLAND CREATION AREAS 1 THRU 4 (CONTINUED)

Following regrading, Wetland Creation Area Nos. 1 thru 4 would be planted with a healthy array of native herbaceous wetland species estimated suitable for the wetland creation depth range (see Table 1). Species selection includes desirables currently existing within Wetland "A" and additional species for increased diversity.

TABLE 1: WETLAND CREATION PLANT LIST

PROPOSED SPECIES	% COMP	SIZE	NUMBER (3'0C)			
			WC1	WC2	WC3	WC4
MAIDENCANE (<i>Panicum hemitomon</i>)	5	2"	31	14	2	22
SPIKE-RUSH (<i>Eleocharis interstincta</i>)	14	2"	85	39	5	62
SOFT RUSH (<i>Juncus effusus</i>)	18	2"	110	50	6	79
BLUE FLAG IRIS (<i>Iris hexagona</i>)	10	2"	61	28	3	44
PICKERELWEED (<i>Pontederia cordata</i>)	15	2"	92	41	5	66
ARROWHEAD (<i>Sagittaria lancifolia</i>)	38	2"	232	105	13	167
TOTAL	100		611	277	34	440

4.3 WETLAND MITIGATION SUMMARY

Proposed Wetland Impact = ± 0.451 acres

Wetland Creation Areas 1 - 4 = ± 0.281 acres

At 1.15:1 ratio proposed wetland creation off-sets 0.243 acres of the total wetland impact acreage calculated as follows: $0.281/1.15 = 0.244$

Amount impact not off-set by wetland creation: $0.451 - 0.244 = 0.207$

Since total impacts are less than 0.5 acre, can apply 5:1 ratio for wetland enhancement type mitigation. Amount wetland enhancement needed at 5:1 ratio to off-set 0.207 acre of impact calculated as follows: $0.207 \times 5 = 1.035$

Wetland "A" Enhancement proposed = ± 1.596 acres

Proposed Wetland "A" enhancement exceeds amount required by ± 0.561 acre, therefore exceeding wetland mitigation requirements defined in Manatee County Land Development Code.



5.0 WETLAND BUFFER RESTORATION

The applicant proposes to plant and maintain the wetland buffer setback in accordance with Section 719.11.2 of the Manatee County Land Development Code. Mitigation credit is not sought by the applicant for such measures. No initial management is currently necessary as the setback consists of improved pasture. Planting would be performed within the improved pasture matrix. As explained in Section 7.0 herein, it is anticipated that coverage by pasture grasses (mostly *Paspalum notatum*) will reduce as the size and/or extent of planted species increases. Proposed wetland buffer species are listed in Table 2 below:

TABLE 2: SPECIES PROPOSED FOR WETLAND BUFFER SETBACK

SPECIES PROPOSED FOR WETLAND BUFFER SETBACK	% COMP.	SIZE	NO.
TREES & MIDDLESTORY SPECIES (20' OC)			
LOBLOLLY BAY (<i>Gordonia lasianthus</i>)	5	3 GAL	5
SLASH PINE (<i>Pinus elliottii</i>)	10	3 GAL	9
RED BAY (<i>Persea borbonia</i>)	15	3 GAL	14
LAUREL OAK (<i>Quercus laurifolia</i>)	20	3 GAL	19
DAHOON HOLLY (<i>Ilex cassine</i>)	20	3 GAL.	19
LIVE OAK (<i>Quercus virginiana</i>)	30	3 GAL.	28
TOTAL	100		94
SHRUB AND UNDERSTORY SPECIES (5' OC)			
WIRE GRASS (<i>Aristida purpurascens</i>)	10	1 GAL	151
WALTERS VIBURNUM (<i>Viburnum obovatum</i>)	15	1 GAL	226
MUHLI GRASS (<i>Muhlenbergia capillaries</i>)	15	1 GAL	226
WAX MYRTLE (<i>Myrica cerifera</i>)	30	3 GAL	452
SAND CORDGRASS (<i>Spartina bakeri</i>)	30	1 GAL	452
TOTAL	100		1507



6.0 MONITORING

Monitoring shall be performed for wetland mitigation areas (Wetland "A" Enhancement Area and Wetland Creation Areas 1 - 4), as well as the wetland buffer setback. Manatee County Natural Resources staff shall be contacted for inspection following completion of initial mitigation measures (Wetland "A" vegetative management and planting of wetland creation areas) and planting of the wetland buffer setback.

Data collection events shall occur between March 1 and November 30. Monitoring reports will be submitted to Natural Resources within thirty days after data collection. The applicant or assigns (i.e. Owners' Association) will be responsible for contracting a qualified and experienced entity to perform monitoring.

6.1 WETLAND MITIGATION COMPONENTS

(WETLAND "A" ENHANCEMENT/WETLAND CREATION AREAS 1 - 4)

PP
Monitoring

Data collection for wetland mitigation components shall be performed semi-annually for the first two years and annually thereafter until success is achieved (estimated to be less than three years). The first mitigation data collection event shall therefore occur six months following completion of initial inspection (and acceptance) by Natural Resources staff.

The monitoring methodology will entail overall visual estimations for fixed monitoring sections of comparable size throughout the Wetland "A" Enhancement/Wetland Creation Areas 1 - 4 conglomerate. Monitoring sections would be designated during initial data collection for the first semi-annual monitoring report. Data collected from each monitoring section would be averaged to provide reasonable representation of vegetative status. The number and locations of monitoring sections will be adequate to allow 100 percent of each to be visually evaluated from a single vantage point.

Monitoring data shall include information required in Section 719.9.2(c) of the Manatee County Land Development Code. Monitoring parameters will include an approximate water level at time of monitoring and photo-documentation from fixed points. Locations of monitoring sections and photo-points would be provided as a monitoring report exhibit. Monitoring data shall include percent coverage by desirable obligate and facultative wet species (planted and naturally recruited combined), percent coverage by desirable facultative species, percent coverage by desirable upland species, and percent coverage by undesirable species. Percent survival of planted species will be additionally provided for Wetland Creation Areas 1 - 4.

6.0 MONITORING (CONTINUED)

6.2 WETLAND BUFFER SETBACK

Data collection for the wetland buffer setback shall be performed annually until success is achieved (estimated to be less than three years), and reflected in the annual monitoring report. The first mitigation data collection event shall therefore occur on the anniversary date of initial inspection (and acceptance) by Natural Resources staff.

The monitoring methodology will entail walking the buffer in order to obtain vegetative data. Locations of monitoring sections throughout the buffer and photo-points would be provided as a monitoring report exhibit. Monitoring data shall include percent coverage by desirable shrub and understory species combined (planted and naturally recruited) and percent coverage by undesirable species. Percent coverage will be assumed at 100% where the average spacing does not exceed 5'OC. As explained in Section 7.1, bahia grass (*Paspalum notatum*) and St. Augustine grass (*Stenotaphrum secundatum*) coverage will be acceptable within the wetland buffer setback. Percent survival will be recorded for planted canopy and middle story species. Though the methodology for data collection attempts to be strata specific, changes in data parameters may be necessary in recognition that vertical and horizontal distribution of species will change over time. Any such changes in data parameters deemed necessary by the monitoring entity and/or Owners Association will be requested for approval by Natural Resources staff.

7.0 MAINTENANCE TO ACHIEVE SUCCESS

7.1 ON-SITE EXOTIC/NUISANCE SPECIES REMOVAL

On-going vegetative management shall be performed for wetland mitigation areas (Wetland "A" Enhancement Area and Wetland Creation Areas 1 - 4), as well as for the wetland buffer setback. Such management entails control of exotic &/or nuisance species (i.e. *Typha spp*, *Ludwigia peruviana*, *Panicum repens*, *Schinus terebinthifolius*, *Melaleuca quinquenervia*, *Cupaniopsis anacardioides*, *Casuarina equisetifolia*), where necessary, so that coverage by such undesirables does not exceed 15%. Prior to commencing work, the selected plant/maintenance contractor shall obtain approval from Natural Resources for the type of herbicide(s) and frequency/method of application that he (the vegetative removal contractor) deems necessary for on-going vegetative management. Any herbicides approved by Natural Resources for on-going management would be legal, and appropriately mixed/applied by a licensed applicator in accordance with label instructions and all pertinent regulations. The plant/maintenance contractor would determine and implement all necessary public safety measures (i.e. posting of signage) relating to any use of herbicides.



7.0 MAINTENANCE TO ACHIEVE SUCCESS

7.1 ON-GOING EXOTIC/NUISANCE SPECIES REMOVAL (CONTINUED)

Facultative species, such as broomsedge (*Andropogon virginicus*), will be acceptable within wetland mitigation areas (Wetland "A" Enhancement Area/Wetland Creation Areas 1 - 4) as such transitional species typically occur in natural wetlands.

Bahia grass (*Paspalum notatum*) and St. Augustine grass (*Stenotaphrum secundatum*) coverage will be acceptable within the wetland buffer setback due to existence pre-development, values to wildlife, and anticipated reduction over time as planted species establish and mature.

Manual removal is the method specified for on-going control of any exotic/nuisance hardwoods that become established. Exotic/nuisance hardwoods would be flush-cut, and woody biomass above resulting stumps manually carried out of the mitigation area/wetland buffer, or hauled out using chains secured to heavy vehicular equipment. Any such heavy vehicular equipment shall not enter the wetland mitigation area or wetland buffer setback. Following initial cutting and removal of cut biomass, the bases of cut exotic/nuisance hardwoods will be appropriately treated with herbicide(s) pre-approved by Natural Resources to prevent re-sprouting.

7.2 SUPPLEMENTAL PLANTING

If needed, supplemental planting of wetland creation areas will be performed at the end of each year following planting to achieve 85% coverage by desirable wetland species (planted and naturally recruited combined). Species proposed for supplemental planting, if different from that listed in Table 1, would first be approved by Natural Resources.

If needed, supplemental planting of the wetland buffer setback would be performed at the end of each year following planting to achieve 85% coverage by desirable facultative, facultative wet, and/or upland shrub/understory species (planted and naturally recruited combined). Also, if needed, annual supplemental planting of the wetland buffer would be performed to achieve 85% survival of planted canopy and middle story species. Changes in maintenance parameters may be necessary in recognition that vertical and horizontal distribution of species will change over time. Any such changes in maintenance parameters deemed necessary by the maintenance entity and/or Owners Association will be requested for approval by Natural Resources staff. Species proposed for supplemental planting of the wetland buffer setback, if different from that listed in Table 2, would first be approved by Natural Resources.

8.0 115% MITIGATION COST ESTIMATE

INSTALLATION OF EROSION CONTROL MEASURES, SUCH AS SILT SCREENS
(COST PROVIDED BY CAVOLI ENGINEERING, INC.)

.....\$ 2,500.00

INITIAL EXOTIC/NUISANCE SPECIES REMOVAL EVENT

.....\$ 2,000.00

INITIAL PLANTING (WETLAND MITIGATION + WETLAND BUFFER)

Herbaceous (2" pots): 1362 @ 0.35/each.....\$ 476.70
Herbaceous (1 gal): 1055 @ \$4.00/each.....\$ 4,220.00
Hardwoods (3 gal.): 546 @ \$12.00/each.....\$ 6,552.00
11,248.70

MITIGATION MONITORING (DATA COLLECTION, PHOTO-DOCUMENTATION,
REPORT PREPARATION/SUBMITTAL)

Five reports submitted annually over a possible three year period:

5 Reports @ \$400/Report.....\$ 2,000.00

MITIGATION MAINTENANCE

Decreasing in frequency over a three year period:

Year 1: 4 Events @ \$450/Event.....\$ 1,800.00
Year 2: 3 Events @ \$450/Event.....\$ 1,350.00
Year 3: 2 Events @ \$450/Event.....\$ 900.00
\$ 4,050.00

ESTIMATED MITIGATION COSTS OVER THREE YEARS.....\$21,798.70

ESTIMATED MITIGATION COSTS + 15%.....\$25,068.51

- Does not include grading costs
- Does include buffer



9.0 SPECIFICATIONS AND CONDITIONS

- 1) All plant material will be obtained from nursery stock and will be healthy and free of disease at time of planting.
- 2) The initial exotic/nuisance species removal event within Wetland "A" would be initiated within 60 days following wetland impacts. Planting would be performed as soon as deemed appropriate by the selected plant/maintenance contractor. Natural Resources would be notified in writing of any delays in mitigation related construction and/or planting due to seasonal conditions.
- 3) The applicant and/or assigns will be responsible for replanting and/or initiating any other corrective measures pursuant to design related problems that may result in unsuitable elevations, water levels and/or plant mortality. Steinbaum and Associates, Inc. will not assume responsibility for said design related problems.
- 4) Silt screens, staked hay bales &/or other erosion/siltation devices will be employed as depicted on the Cavoli Engineering, Inc. plans.

PREPARED BY:



Michele L. Steinbaum, President
STEINBAUM & ASSOCIATES, INC.

5/16/07

DATE

MLS/ams

cc: Fred M. Starling
Kevin Bridenbaugh
John Cavoli, P.E.





LETTER OF CREDIT AS SECURITY
FOR WETLAND MITIGATION SYSTEM

March 7, 2013
Board of County Commissioners
Manatee County, Florida
Bradenton, FL 33505

Re: Our Clean StandBy Credit No. 201301
For: Pearce Business Center

Dear Commissioners:

By order of 1 Stop Landscape Supply & Yard Waste Recycling Facility, Inc. and Desrosiers Excavating, Inc. (the "Developer"), we hereby provide this Letter of Credit No. 201301 in favor of Manatee County, Florida, (the "County") in the amount of Fifteen Thousand Five Hundred Fifty-Five Dollars and Seventy One Cents (\$15,555.71), effective as of the above date, and expiring at our office at the close of business on March 7, 2019.

We provide this Letter of Credit on behalf of 1 Stop Landscape Supply & Yard Waste Recycling Facility, Inc. and Desrosiers Excavating, Inc. to secure the Developer's obligations under the Pearce Business Center Wetland Mitigation System Surety Agreement, entered into by and between the Developer and the County and dated as of April 9, 2013, (the "Agreement"). The Agreement and this Letter of Credit have been entered into and provided in order to comply with section 719.9 of the Manatee County Land Development Code.

Funds not exceeding the stated amount of this Letter of Credit are available and will be paid promptly to the County upon presentation of a sight draft at the following location(s):

1st Manatee Bank
12215 US 301 North
Parrish, FL 34219

Such sight draft shall be accompanied by (i) a copy of this Letter of Credit and (ii) a statement purporting to be signed by a County Engineer or other authorized officer of the County stating that the Developer has failed to perform its obligations pursuant to the Agreement or post a substitute security acceptable to the County, at least ninety (90) days prior to the expiration date (including any extensions thereof) stated above or any condition of this Letter of Credit; that the funds available hereunder are required to exercise the County's right to complete or correct the work

and to pay costs incidental thereto; and that at least ten (10) days in advance of the presentation of the sight draft the County has provided to the Developer, by certified mail, return receipt requested, notice of the County's intention to draw funds on this Letter of Credit.

The amount of any draft under this Letter of Credit shall be endorsed on the reverse side hereof.

This letter of credit is subject to the Uniform Commercial Code Article 5 as governed by the laws of the State of Florida.

This letter of credit is issued subject to the International Standby Practices 1998 ("ISP98") International Chamber of Commerce Publication No. 590 and the laws of the state of Florida.

1st Manatee Bank

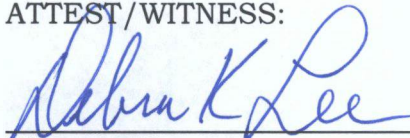
By: 

Print Name: Lewis Benner, Jr

Title: SVP & Chief Credit Officer

Date: March 5, 2013

ATTEST/WITNESS:



Signature



Print Name and Title

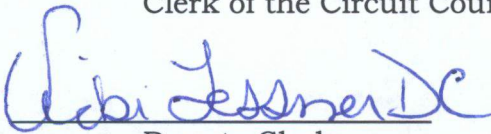
Approved and accepted for and on behalf of Manatee County, Florida, this 9th day of September, 2013,

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: 
VICE - Chairman

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

By: 
Deputy Clerk



COPY

LETTER OF CREDIT AS SECURITY
FOR WETLAND MITIGATION SYSTEM

March 7, 2013
Board of County Commissioners
Manatee County, Florida
Bradenton, FL 33505

Re: Our Clean StandBy Credit No. 201301
For: Pearce Business Center

Dear Commissioners:

By order of 1 Stop Landscape Supply & Yard Waste Recycling Facility, Inc. and Desrosiers Excavating, Inc. (the "Developer"), we hereby provide this Letter of Credit No. 201301 in favor of Manatee County, Florida, (the "County") in the amount of Fifteen Thousand Five Hundred Fifty-Five (Thousand) and Seventy One Dollars (\$15,555.71), effective as of the above date, and expiring at our office at the close of business on March 7, 2019.

We provide this Letter of Credit on behalf of 1 Stop Landscape Supply & Yard Waste Recycling Facility, Inc. and Desrosiers Excavating, Inc. to secure the Developer's obligations under the Pearce Business Center Wetland Mitigation System Surety Agreement, entered into by and between the Developer and the County and dated as of April 4, 2013, (the "Agreement"). The Agreement and this Letter of Credit have been entered into and provided in order to comply with section 719.9 of the Manatee County Land Development Code.

Funds not exceeding the stated amount of this Letter of Credit are available and will be paid promptly to the County upon presentation of a sight draft at the following location(s):

1st Manatee Bank
12215 US 301 North
Parrish, FL 34219

Such sight draft shall be accompanied by (i) a copy of this Letter of Credit and (ii) a statement purporting to be signed by a County Engineer or other authorized officer of the County stating that the Developer has failed to perform its obligations pursuant to the Agreement or post a substitute security acceptable to the County, at least ninety (90) days prior to the expiration date (including any extensions thereof) stated above or any condition of this Letter of Credit; that the funds available hereunder are required to exercise the County's right to complete or correct the work

REPLACED

and to pay costs incidental thereto; and that at least ten (10) days in advance of the presentation of the sight draft the County has provided to the Developer, by certified mail, return receipt requested, notice of the County's intention to draw funds on this Letter of Credit.

The amount of any draft under this Letter of Credit shall be endorsed on the reverse side hereof.

This letter of credit is subject to the Uniform Commercial Code Article 5 as governed by the laws of the State of Florida.

This letter of credit is issued subject to the International Standby Practices 1998 ("ISP98") International Chamber of Commerce Publication No. 590 and the laws of the state of Florida.

1st Manatee Bank

By: L B A.

Print Name: Lewis Benner, Jr

Title: SVP & Chief Credit Officer

Date: March 5, 2013

ATTEST/WITNESS:

Debra K. Lee

Signature

Debra K. Lee

Print Name and Title

Approved and accepted for and on behalf of Manatee County, Florida, this ___ day of ___, 20___,

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Chairman

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

By: _____
Deputy Clerk

Original L/C 201301
returned to Jan Olin to
return to bank & to get
a corrected H.A.
RU
3/28/13