

# MEMORANDUM



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

## MANATEE COUNTY FLORIDA

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

**To:** Vicki Tessmer, 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:** October 25, 2013

**Subject:** ARBOR RESERVE (f/k/a HAWK'S NEST)  
PDR-06-73/12-S-24 (F)  
RELEASE PERFORMANCE AGREEMENT  
RELEASE SURETY BOND  
ACCEPT DEFECT SECURITY AGREEMENT  
ACCEPT SURETY BOND

APPROVED IN OPEN SESSION

NOV 05 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 *Required Improvements Agreement* (In conjunction with a Surety Bond as security guaranteeing completion of Required Improvements) in the amount of \$826,709.72 securing infrastructure improvements;
- **Authorization to release and return** the surety bond and any Riders associated with the above agreement for performance of required improvements. Documents will be returned to Darenda Marvin, agent for the developer;
  - **Surety Bond** No. 1091818 issued through Lexon Insurance Company;
  - **Amount** of Performance Bond \$826,709.72;
- **Acceptance of** and authorization for Chairman to execute the *Agreement in Conjunction with Surety Bond (Attachment "A") as Defect Security Warranting Required Improvements*.

**Original Bonds: J. Oliver/C. Mosley, P/Wks, 11/6/13, RLL**

Vicki Tessmer – Arbor Reserve  
October 25, 2013  
Page 2

APPROVED IN OPEN SESSION

NOV 05 2013

BOARD OF COUNTY COMMISSIONERS  
MANATEE COUNTY, FLORIDA

- **Acceptance of**, and authorization for Chairman to execute the surety bond in conjunction with the above Agreement;
  - **Surety Bond No.** 1093814 issued through Lexon Insurance Company;
  - **Amount of Defect Security** \$60,753.72.

CM/jo

cc: Records Management  
Sia Mollanazar, P.E., Deputy Director – Engineering Services  
Chad Butzow, P.E., Deputy Director – Field Services Operations  
Mickey Lutz, Maintenance Operations Division Manager  
Andy Fischer, Infrastructure Inspections Division Manager  
Christina Taylor, General Accounting/Finance  
Robin Tardiff, Property Appraiser's Office  
Darenda Marvin, Grimes Goebel Grimes Hawkins  
Lexon Insurance Company

For: Arbor Reserve  
(Name of Project)  
Waste Water, Water & Reclaim

**AGREEMENT IN CONJUNCTION WITH  
SURETY BOND (Attachment "A") AS DEFECT SECURITY  
WARRANTING REQUIRED IMPROVEMENTS**

**WHEREAS, TAYLOR MORRISON OF FLORIDA, INC.** (Developer) has constructed certain Required Improvements as a condition of approval of a subdivision or final site plan identified as ARBOR RESERVE (f/k/a HAWK'S NEST) (Project); and,

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

**WHEREAS,** the Developer is requesting the County to accept for maintenance certain of these Required Improvements; and,

**WHEREAS,** the Manatee County Land Development Code, Ordinance 90-01, requires that this Security, which represents an amount equal to ten percent (10%) of the actual installation costs of the Required Improvements which the Developer is presently requesting the County to accept for maintenance, be executed prior to their acceptance by the County.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;**

1. That the Developer herewith tenders unto the County a Surety Bond No. 1093814 dated MAY 16, 2013 in the amount of \$ 60,753.72 (Numbers), SIXTY THOUSAND SEVEN HUNDRED FIFTY-THREE & 72/100 (Words), appended hereto and made a part hereof as **Attachment "A"** guaranteeing that the LEXON INSURANCE COMPANY (Surety Company), as Surety on the bond, shall pay this sum to Manatee County in accordance set forth herein.

**CONDITIONS OF THE DEFECT SECURITY FOR THE BENEFIT OF THE COUNTY:**

- A. This security is posted for the purpose of correcting any construction, design, or material defects or failures of or in the Required Improvements which the Developer is presently requesting the County to accept for maintenance, (Defects) which appear within thirty-six (36) months from the date of the County's approval and acceptance of those required Improvements as evidenced by County's execution of this document.

- B. After identifying any such Defects, the County, after providing at least ten (10) days written notice to the Developer by certified mail, return receipt requested, may exercise its right to liquidate the Security for the purpose of correcting or causing the correction of the Defects and paying all costs thereof as provided herein. The costs of correcting shall include all costs of correcting Defects including without limitation all engineering, legal, and contingent costs, together with any and all claims, costs, expenses, and damages, either direct or consequential, which the County may sustain on account of the Defects and correction thereof. Any portion of the Security not used by the County may be released to the Surety upon a finding by a County Engineer that no further defects have been discovered.

Alternatively, the Developer, with the concurrence and at the option of the County, may undertake to correct such Defects itself upon posting additional security acceptable to the County.

2. Developer warrants the Required Improvements to be free from Defects, and agrees to indemnify and pay to the County the full cost of correction of any such Defects appearing within thirty-six (36) months of the date of the County's acceptance of the improvements without regard to the amount of this Security. Developer agrees to the use of the funds by the County as provided herein.

(Defect Security- Developer is Corp.)

For: Arbor Reserve

SIGNED AND SEALED this 9<sup>TH</sup> day of JULY, 20 13

**WITNESSES:**

Betsy E. Martinez - Bruce  
Witness

Betsy E. Martinez - Bruce  
Type or Print Name

[Signature]  
Witness

Drew Miller  
Type or Print Name

**Taylor Morrison of Florida, Inc**

Developer

BY: [Signature]

Signature

Tony J. Squinori  
Type or Print Name

VICE-PRESIDENT

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

501 N. Cattlemen Rd., Ste 100

Postal Address

Sarasota FL 34232

City State Zip

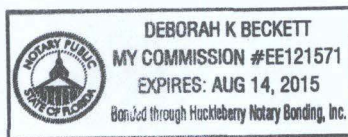
**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida

COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me this 9 day of July, 20 13, by Anthony J. Squinori, as Vice President, (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:



[Signature]

Notary Public  
**DEBORAH K. BECKETT**

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 5<sup>th</sup> day of November, 2013.



BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

BY: [Signature]

Chairman

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

**SURETY BOND**  
**FOR DEFECTS OF REQUIRED IMPROVEMENTS**  
"Arbor Reserve f.k.a. Hawk's Nest (PDR-06-73(P)/FSP 12-16) - DTS #20120183(1) - (PW #2025)"

(Attachment "A")

BOND NO. 1093814

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, Taylor Morrison of Florida, Inc. 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 \$ 60,753.72 (Numbers) Sixty Thousand, Seven Hundred Fifty Three and 72/100 Dollars (Words) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement in Conjunction with the Surety Bond as Defect Security Warranting Required Improvements".

**THE CONDITION** of the above obligation is such that, Whereas the Principal has entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK - Board of County Commission approval date) with the obligation to warrant those Required Improvements which the Principal is presently requesting the Oblige to accept for maintenance to be free from defects or failures involving construction, design, or materials.

**NOW THEREFORE**, if the Oblige's inspection of the Required Improvements finds no defects within thirty six (36) months from the date of the Oblige's approval and acceptance of those Required Improvements, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect. In the event the Defects are not remedied in accordance with the terms of the attached "**Agreement**", which is hereby incorporated herein by reference, the Surety will forthwith pay to the Oblige the costs of correcting the Defects in an amount not exceeding the said sum specified above. The amount of money required to repair the defects shall be at the sole discretion of the County. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 of 3 (insert page number for surety address). Payment will be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners at P.O. Box 1000, Bradenton, FL 34206.

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 Agreement Warranting Required Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.

INSURANCE COMPANY SIGNATURE FORM

FOR: Arbor Reserve f.k.a. Hawk's Nest (PDR-06-73(P)/FSP 12-16)
DTS #20120183(1) - (PW #2025)(Name of Project)
BOND NO. 1093814

SIGNED AND SEALED this 16th day of May, 2013

Lexon Insurance Company

By: [Signature] Surety Company Name

Signature - As its Agent
Anett Cardinale, Attorney-in-Fact & FL Licensed

Print Name & Title Resident Agent
c/o Willis of Florida, Inc. - 3000 Bayport Dr., Ste. 300

Address

Tampa, Florida 33607

City State Zip

Inquiries: (813) 281-2095

WITNESSES OR CORPORATE SEAL

[Signature]

Signature
Linda Horn

Print Name

[Signature]

Signature
Nela Barnola

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 16th day of May, 2013, 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 (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public

Margaret A. Ginem
Print Name of Notary

Commission No. EE 046816 My Commission Expires: January 8, 2015

DEVELOPER SIGNATURE FORM

FOR: Arbor Reserve f.k.a. Hawk's Nest (PDR-06-73(P)/FSP 12-16)

DTS #20120183(1) - (PW #2025)(Name of Project)

BOND NO. 1093814

SIGNED AND SEALED this 17 day of May, 2013

By: Taylor Morrison of Florida, Inc.

Developer

Signature

*[Handwritten Signature]* Vice President

Type or Print Name

501 North Cattlemen Rd., Ste. 100

Postal Address

Sarasota, Florida 34232

City State Zip

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

*[Handwritten Signature]*

WITNESSES OR CORPORATE SEAL

Signature

DUTCH NEUMER

Print Name

*[Handwritten Signature]*

Signature

Drew Miller

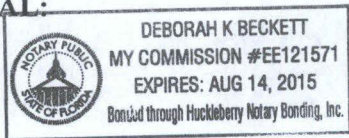
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF Florida COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 17 day of May, 2013, by Anthony J. Squitieri as Vice President (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced (Type of Identification) as identification.

NOTARY SEAL:



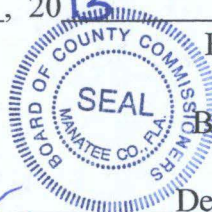
*[Handwritten Signature]*

Notary Public DEBORAH K. BECKETT

Print Name of Notary

Commission No. EE121571 My Commission Expires: Aug 14, 2015

Approved and accepted for and on behalf of Manatee County, Florida, this 5th day of November, 2013.



BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA

BY: Larry Gustafson Chairman

ATTEST: R. B. Shore, Clerk of the Circuit Court Deputy Clerk



# 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.



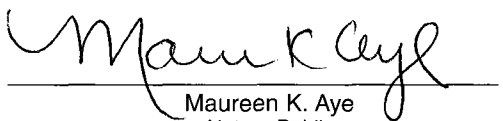
**LEXON INSURANCE COMPANY**

BY   
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

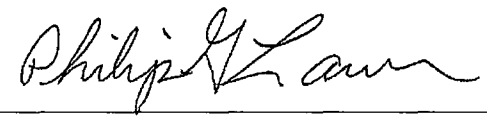
  
Maureen K. Aye  
Notary Public

### 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 16<sup>th</sup> Day of May, 2013



  
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."**