Palisades Phase II – Private Project w/Private Improvements

1. Earthwork, Roadway, Drainage, Irrigation Water Main

2. Common Area Landscaping, Irrigation, Conservation Area Signage & Exotic Nuisance Removal in Wetland Buffers

3. Final Lift of Asphalt

AGREEMENT FOR PRIVATE SUBDIVISION WITH PRIVATE IMPROVEMENTS
PALISADES PHASE II

This Agreement is entered into as of _____________, 20__, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and Forestar (USA) Real Estate Group, Inc., a Delaware Corporation (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County for approval of a proposed subdivision or final site plan identified Palisades Phase II/PLN1906-0030; and

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

WHEREAS, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires
WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION AND MAINTENANCE OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements PLN1906-0030 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

1.4 Completion of Improvements; Draws on Performance Securities. The
Palisades Phase II – Private Project w/Private Improvements

1. Earthwork, Roadway, Drainage, Irrigation Water Main

2. Common Area Landscaping, Irrigation, Conservation Area Signage & Exotic Nuisance Removal in Wetland Buffers

3. Final Lift of Asphalt

Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a “Defect Security”). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to
assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County’s repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance; Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this Agreement pursuant to Section 1.12.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the
Palisades Phase II – Private Project w/Private Improvements
1. Earthwork, Roadway, Drainage, Irrigation Water Main
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requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney’s fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association’s maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association’s maintenance and indemnification obligations without the County’s written consent.

1.9 Emergency Access Easements. The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

1.10 Ingress and Egress Easements for Services and Maintenance. Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing
necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

1.11 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer’s expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

1.12 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer’s expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail to produce, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County’s right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.14 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.
Palisades Phase II – Private Project w/Private Improvements

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1.15 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

Article II

TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III

AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV

MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general
obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

4.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer
Palisades Phase II – Private Project w/Private Improvements

1. Earthwork, Roadway, Drainage, Irrigation Water Main
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3. Final Lift of Asphalt

Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208
Facsimile: (941)708-7475

With copy to:
Manatee County Attorney’s Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to Developer:
Forestar (USA) Real Estate Group, Inc
12602 Telecom Drive
Tampa Florida 33637
Attention: Nicolas R. Aparicio
Facsimile: (770) 272-7440

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]
Palisades Phase II – Private Project w/Private Improvements

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WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: ____________________________
    County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ___ day of __________, 20___, by Cheri Coryea (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced ________________________ as identification.

______________________________
NOTARY PUBLIC Signature

______________________________
Printed Name
Palisades Phase II – Private Project w/Private Improvements

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(DEVELOPER)

Signed, sealed and delivered in the presence of Witnesses:

Print name: [Signature]
Print name: [Signature]

Forestar (USA) Real Estate Group, Inc.
a Delaware Corporation

By: [Signature]
Print Name: Nicholas R. Aparicio
as its: President - Florida Region

12602 Telecom Drive
Postal Address
Tampa FL 33637
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by Nicholas R. Aparicio as President – Florida Region of Forestar (USA) Real Estate Group Inc., a Delaware Corporation, on behalf of the company. He is personally known to me or has produced __________________ as identification.

Brandy Bohart
NOTARY PUBLIC Signature

Brandy Bohart
Printed Name

[Notary Public Seal]
Palisades Phase II – Private Project w/Private Improvements

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EXHIBIT “A”
DESCRIPTION OF PROPERTY
Palisades Phase II – Private Project w/Private Improvements

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EXHIBIT “B-1”
PRIVATE IMPROVEMENTS

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<td>3 Final Lift of Asphalt</td>
<td>$50,173.50</td>
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Palisades Phase II – Private Project w/Private Improvements
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EXHIBIT “B-2”
UTILITY IMPROVEMENTS

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1. Earthwork, Roadway, Drainage, Irrigation Water Main
2. Common Area Landscaping, Irrigation, Conservation Area Signage & Exotic Nuisance Removal in Wetland Buffers
3. Final Lift of Asphalt

EXHIBIT “B-3”
UTILITY IMPROVEMENTS

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE PROJECT

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Palisades Phase II – Private Project w/Private Improvements

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EXHIBIT “C”
PERFORMANCE SECURITIES

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</table>
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")
BOND NO. CMS330897

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Forestar (USA) Real Estate Group Inc., as Principal, and RL
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 Obligee,
in the sum of $1,011,669.75 (Numbers) One Million Eleven Thousand Six Hundred Sixty
Nine and 75/100 Dollars (Words) for the payment of which 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 for
Private Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has
entered into a contract, dated ______________ (LEAVE BLANK Manatee County approval
date) with the obligation to do and perform certain work relating to Palisades Phase 2 —
Private Improvements. (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms
of said contract, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, and Surety shall cause the contract to be fully performed or
pay to obligee the cost of performing said contract in an amount not exceeding the said sum
specified above. In the event such performance is not completed within the time specified in
the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled
to collection of this surety bond. Means of notification of intent to collect shall be by
certified mail to the Surety at the address on page 2 {insert page number of surety’s
address}. Payment will be made to the County within 30 days by certified check drawn on
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or
other modifications to the contract secured by this bond.

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 for Private
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee
County, Florida.
DEVELOPER SIGNATURE FORM

FOR: Palisades Phase 2
BOND NO. CMS330897

Witness

Forestar (USA) Real Estate Group Inc.
Developer

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

Tampa, FL
Postal Address

Nicolas Aparicio

City State Zip

State of Florida
County of Hillsborough

NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 4th day of September, 2019, by Nicolas Aparicio, 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:

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ____________________________
COUNTY OF: ____________________________
The foregoing instrument was acknowledged before me this ______ day of ______________________, 20____, by Cheri Corvey (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced ______________________________ as identification.

Notary Seal:

Notary Public

Print Name of Notary
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr., Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:
Jennifer B. Gullet, Catherine Thompson, Amy R. Waugh, Noah William Pierce, Jynell Marie Whitehead, jointly or severally

in the City of Charlotte, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of August, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Vice President

State of Illinois
County of Peoria

{ SS

On this 12th day of August, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johngk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of September, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Corporate Secretary

324167 J105817
A0058817
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS

(Attachment "B")

BOND NO. CMS330904

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Forestar (USA) Real Estate Group Inc., as Principal, and RLI 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 Obligee, in the sum of $41,026.70 (Numbers) Forty One Thousand Twenty Six and 70/100 Dollars (Words) for the payment of which 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 for Private Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has entered into a contract, dated ______________ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Palisades Phase 2 – Common Area Landscaping, Irrigation, Conservation Area Signage And Removal Of Wetland Buffers (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety’s address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or other modifications to the contract secured by this bond.

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 for Private Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Palisades Phase 2
(Name of Project)

BOND NO. CMS330904

SIGNED AND SEALED this 11th day of September, 2019

RLI Insurance Company
Surety Company Name

By: [Signature - As its Agent]
Noah William Pierce, Attorney-In-Fact
Print Name & Title
9025 N. Lindbergh Drive
Address
Peoria, IL 61615
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Jynell Whitehead
Print Name

[Signature]
Amy R. Waugh
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 11th day of September, 2019, by Noah William Pierce 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]

Catherine Thompson
Notary Public

Commission No. N/40558

My Commission Expires: 4/9/2022
DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness
Type or Print Name

[Signature]
Witness
Type or Print Name

FOR: Palisades Phase 2
BOND NO. CMS330904

Forestar (USA) Real Estate Group Inc.
Developer

BY: 
Signature
Nicolas Apapicco
Type or Print Name

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

[Address]
Tampa, FL 33601
Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Hillsborough
The foregoing instrument was acknowledged before me this 18th day of September, 2019, by Nicolas Apapicco, as SYP, (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:

BRANDY BOHART
Notary Public
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of __________________, 20__.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: __________________________

County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ________________
COUNTY OF: ________________
The foregoing instrument was acknowledged before me this ______ day of __________________, 20__, by Cheri Corvea (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced ________________ as identification

NOTARY SEAL:

________________________
Notary Public
Print Name of Notary
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr., Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jennifer B. Gullett, Catherine Thompson, Amy R. Waugh, Noah William Pierce, Jynell Marie Whitehead, jointly or severally

in the City of Charlotte, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of August, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _______________ Barton W. Davis _______________
    Vice President

State of Illinois
County of Peoria

On this 12th day of August, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _______________ Gretchen L. Johnick _______________
    Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 11th day of September, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _______________ Jean M. Stephenson _______________
    Corporate Secretary
SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B")

BOND NO. CMS330911

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Forestar (USA) Real Estate Group Inc., as Principal, and RLI
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 Obligee,
in the sum of $50,173.50 (Numbers) Fifty Thousand One Hundred Seventy Three and 50/100
Dollars (Words) for the payment of which 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 for Private
Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, Whereas the Principal has
entered into a contract, dated _____________ (LEAVE BLANK Manatee County approval
date) with the obligation to do and perform certain work relating to Palisades Phase 2 Final
Lift of Asphalt for Private Improvements (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms
of said contract, then this obligation shall be null and void; otherwise this obligation shall
remain in full force and effect, and Surety shall cause the contract to be fully performed or
pay to obligee the cost of performing said contract in an amount not exceeding the said sum
specified above. In the event such performance is not completed within the time specified in
the attached “Agreement for Private Subdivision Improvements”, the obligee shall be entitled
to collection of this surety bond. Means of notification of intent to collect shall be by
certified mail to the Surety at the address on page 2. {insert page number of surety’s
address}. Payment will be made to the County within 30 days by certified check drawn on
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or
other modifications to the contract secured by this bond.

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 for Private
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee
County, Florida.
FORM INSURANCE COMPANY SIGNATURE FORM

FOR: Palisades Phase 2
(Name of Project)

BOND NO. CMS330911

SIGNED AND SEALED this 3rd day of October, 2019

RLI Insurance Company
Surety Company Name

By:  

Signature - As its Agent
Noah William Pierce, Attorney-In-Fact
Print Name & Title
9025 N. Lindbergh Drive
Address
Peoria, IL 61615
City State Zip

WITNESSES OR CORPORATE SEAL

Signature
Jynell Whitehead
Print Name

Signature
Amy R. Waugh
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 3rd day of October, 2019, by
Noah William Pierce 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

Catherine Thompson
Notary Public

Catherine Thompson
Print Name of Notary

My Commission Expires: 4/9/2022
DEVELOPER SIGNATURE FORM

FOR: Palisades Phase 2
BOND NO. CMS330911
Forestar (USA) Real Estate Group Inc.
Developer
BY: Nicolas Arapatic
Signature
SVP
Title (If attorney-in-fact Attach Power of Attorney)

WITNESSES OR CORPORATE SEAL:
Witness
Scott Harvey
Type or Print Name
Witness
John Barry
Type or Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Hillsborough
The foregoing instrument was acknowledged before me this 4th day of October, 2019,
by Nicolas Arapičić, as SVP, (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
__________________________
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this ______ day of
__________________________, 20____.

MANATEE COUNTY
A political subdivision of the State of Florida
By: Board of County Commissioners
By: __________________________
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: ____________________
COUNTY OF: __________________
The foregoing instrument was acknowledged before me this ______ day of _____________________,
20____, by Cheri Corvea (County Administrator) for and on behalf of Manatee County
Board Of County Commissioners, who is personally known to me or has produced
____________________________ as identification

NOTARY SEAL:

__________________________
Notary Public
__________________________
Print Name of Notary
POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr., Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Jennifer B. Gullett, Catherine Thompson, Amy R. Waugh, Noah William Pierce, Jynell Marie Whitehead, jointly or severally

in the City of Charlotte, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of August, 2019.

By:

Barton W. Davis
Vice President

State of Illinois

County of Peoria

On this 12th day of August, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Gretchen L. Johnigk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 3rd day of October, 2019.

By:

Jean M. Stephenson
Corporate Secretary

GRETCHEN L. JOHNIGK
"OFFICIAL SEAL"
My Commission Expires May 26, 2020

3242871020212

A0058817
AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
PALISADES PHASE II

This Agreement is entered into as of ___________________, 20___, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and Forestar (USA) Real Estate Group, Inc., a Delaware Corporation (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to plat and develop the Property as a Residential subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

WHEREAS, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as Palisades Phase II/PLN1906-0030;

WHEREAS, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

WHEREAS, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

WHEREAS, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and
WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:

Article I
INSTALLATION OF IMPROVEMENTS

1.1 Installation. The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1906-0030 (hereinafter, the “Development Order”), this Agreement and the Code.

1.2 Right to Plat. This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

1.3 No County Obligation for Installation. The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest
on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

1.5 Maintenance; Defects. Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a "Defect Security", and collectively the "Defect Securities"). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

1.6 Right to Withhold Approvals. Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

1.7 Specifications. The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall
1.8 Indemnification. The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

1.9 Recordation; Agreement to Run with Land. This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

1.10 Releases. Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

1.11 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

1.12 Exchange and Adjustment of Securities. Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security.
to assure proper completion of, and correction of defects in, the Improvements.

1.13 Bill of Sale. Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

Article II
TERM AND TERMINATION

2.1 Effective Date. This Agreement shall take effect as of its date set forth above.

2.2 Termination. Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

Article III
AMENDMENTS; ENFORCEMENT

3.1 Amendments Generally. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

3.2. Enforcement. The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 No General Obligation. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general
obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

4.3 **Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

4.4 **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.5 **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

4.7 **Severability.** The provisions of this Agreement are declared by the parties to be severable.

4.8 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

4.9 **Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

4.10 **Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Engineer
WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: __________________________
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this _____ day of ______________, 20_____, by _____ Cheri Coryea _____ (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A_____ as identification.

________________________________________
NOTARY PUBLIC Signature

________________________________________
Printed Name
Palisades Phase II - Private Project w/Public Improvements
Sanitary Sewer, Water

(DEVELOPER)

Signed, sealed and delivered in the presence of Witnesses:

Print name: [Signature]
Print name: [Signature]

Forestar (USA) Real Estate Group, Inc.
a Delaware Corporation

By: [Signature]
Print Name: Nicolas R. Aparicio
as its: President - Florida Region

12602 Telecom Drive
Postal Address
Tampa FL 33637
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 18th day of October, 2019, by Nicolas R. Aparicio as President – Florida Region of Forestar (USA) Real Estate Group Inc., a Delaware Corporation, on behalf of the company. He is personally known to me or has produced ________________ as identification.

Brandy Bohart
NOTARY PUBLIC Signature

Brandy Bohart
Printed Name
EXHIBIT “A”
DESCRIPTION OF PROPERTY
SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A")

BOND NO. CMS330898

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Forestar (USA) Real Estate Group Inc., as Principal, and RLI 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 Obligee, in the sum of $441,213.50 (Numbers) Four Hundred Forty One Thousand Two Hundred Thirteen and 50/100 Dollars (Words) for the payment of which 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 for Public Subdivision Improvements” which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated ______________ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Palisades Phase 2 - Sanitary & Water Improvements (Subdivision).

NOW THEREFORE, if the principal shall fully perform all the covenants and terms of said contract, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, and Surety shall cause the contract to be fully performed or pay to obligee the cost of performing said contract in an amount not exceeding the said sum specified above. In the event such performance is not completed within the time specified in the attached “Agreement”, the obligee shall be entitled to collection of this surety bond. Means of notification of intent to collect shall be by certified mail to the Surety at the address on page 2 {insert page number of surety’s address}. Payment will be made to the County within 30 days by certified check drawn on behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other modifications to the contract secured by this bond.

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 “Agreement for Public Subdivision Improvements” shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida.
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:
Jennifer B. Gullett, Catherine Thompson, Amy R. Waugh, Noah William Pierce, Jvnell Marie Whitehead, jointly or severally

in the City of Charlotte, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 12th day of August , 2019 .

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Vice President

State of Illinois
County of Peoria

On this 12th day of August , 2019 before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 30th day of September , 2019 .

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Corporate Secretary