

# MEMORANDUM



To: Cheri Coryea  
County Administrator

Thru: Chad Butzow, Director  
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr./  
Brandy Wilkins, Bond Coordinator  
Public Works Department

Carmen Mosley

Date: April 21, 2020

Subject: **HIDDEN CREEK AT LAKEWOOD RANCH**  
**ACCEPT AGREEMENT FOR PERFORMANCE SECURITY**  
**ACCEPT SURETY BONDS**

The developer, The Cascades at Lakewood Ranch, LLC, is requesting that Manatee County accept common area landscaping, irrigation & final lift of asphalt improvements associated with this project. The developer has provided the *Agreement for Private Subdivision with Private Improvements* which warrants these improvements for one (1) year from County Administrator acceptance. The developer has provided all necessary documentation required for private improvements in order for acceptance by Manatee County. A Bill of Sale is not required for this acceptance. We, therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

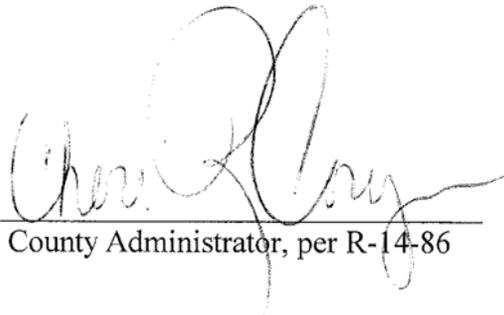
- **Accept, Execute** *Agreement for Private Subdivision with Private Improvements* warranting the performance portion of this agreement securing common area landscaping, irrigation & final lift of asphalt improvements;
- **Surety Bond No.** GM-203527 issued through Great Midwest Insurance Company;
- **Amount** of Performance Security \$80,691.00.
- **Surety Bond No.** GM-203526 issued through Great Midwest Insurance Company;
- **Amount** of Performance Security \$41,546.56.

**MANATEE COUNTY, a political  
subdivision of the State of Florida**  
By: Board of County Commissioners

Hidden Creek at Lakewood Ranch  
April 21, 2020  
Page 2

---

By:



County Administrator, per R-14-86

cc: Records Management  
Ken LaBarr, Infrastructure Inspections Division Manager

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**AGREEMENT FOR PRIVATE  
SUBDIVISION WITH PRIVATE IMPROVEMENTS  
HIDDEN CREEK AT LAKEWOOD RANCH**

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 The Cascades at Lakewood Ranch, LLC , a Limited Liability Company (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 **Hidden Creek at Lakewood Ranch/PDMU-16-17/FSP-17-28**; 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 to enter into this Agreement; and

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

**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 PDMU-16-17/FSP-17-28 (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 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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

acknowledges Manatee County will not restore brick pavers in streets, driveways and or 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 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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

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 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.

**1.14 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.

**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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

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  
Manatee County Public Works  
Department  
1022 26<sup>th</sup> 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

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

If to Developer:        The Cascades at Lakewood Ranch, LLC  
   Attn: Jeffrey A. Hirschberger  
   11523 Palmbrush Trail, Suite 322  
   Bradenton, Fl 34202  
   Facsimile: (000) 000-0000

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]*

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**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: [Signature]  
County Administrator

STATE OF FLORIDA  
COUNTY OF MANATEE

This instrument was acknowledged before me by means of  physical presence or  online notarization this 10 day of April, 2020 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.



[Signature]  
Notary Public Signature  
Vida Gordon  
Printed Name

[Notary Seal/Stamp]

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**(DEVELOPER)**

Signed, sealed and delivered in the presence  
of Witnesses:

[Signature]  
Print name: Todd Paulinas

[Signature]  
Print name: Jonathan W. Marshall

a \_\_\_\_\_

By: [Signature]  
Print Name: F.A. Hirschberger  
as its: Manager

11523 Palmbrough Trail #322  
Postal Address  
LWR FL 34202  
City State Zip

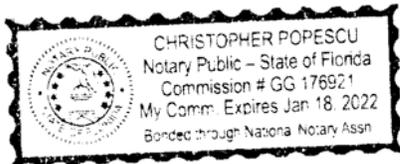
(Signature of two witnesses or secretary required by law)

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 26<sup>th</sup> day of March, 2020, by Johney Hirschberger as Manager [name and title of signatory] of The Cascades at Lakewood Ranch [name of company signing], a LLC [state of formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is personally known to me or has produced Known as identification.

[Signature]  
NOTARY PUBLIC Signature

Christopher Popescu  
Printed Name



Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements

1.Common Area Landscaping & Irrigation

2.Final Lift of Asphalt

**EXHIBIT “A”  
DESCRIPTION OF PROPERTY**

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**EXHIBIT “B-1”  
PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	Common Area Landscaping & Irrigation	\$80,691.00
2	Final Lift of Asphalt	\$41,546.56
3		
4		
5		
6		

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**EXHIBIT “B-2”**  
**UTILITY IMPROVEMENTS**

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

**THIS PAGE LEFT INTENTIONALLY BLANK**

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.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

**THIS PAGE LEFT INTENTIONALLY BLANK**

Hidden Creek at Lakewood Ranch – Private Project w/Private Improvements  
1.Common Area Landscaping & Irrigation  
2.Final Lift of Asphalt

**EXHIBIT “C”**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	<b>Surety Bond No. GM-203527</b> issued through Great Midwest Insurance Company	\$80,691.00
2	<b>Surety Bond No. GM-203526</b> issued through Great Midwest Insurance Company	\$41,546.56
3		
4		
5		
6		

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B")** Landscape (Common Areas Only); Materials; Irrigation System (Common Area Only)

**BOND NO. GM-203527**

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, The Cascades at Lakewood Ranch, LLC as Principal, and Great Midwest 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 **\$80,691.00** (Numbers) Eighty Thousand Six Hundred Ninety-One and No/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 **Hidden Creek at Lakewood Ranch – Landscape & Irrigation Installation 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: Hidden Creek at Lakewood Ranch  
Landscape & Irrigation Installation Improvements

(Name of Project)

**BOND NO.** GM-203527

**SIGNED AND SEALED** this 25th day of March, 2020

Great Midwest Insurance Company

Surety Company Name

By:

[Signature]

Signature - As its Agent

Anthony T. Papa, Jr., Attorney-in-Fact & Licensed Florida Resident Agent/A199806

Print Name & Title

800 Gessner, Suite 600

Address

Houston, TX 77024

City State Zip

**WITNESSES OR CORPORATE SEAL**

[Signature]

Signature

Christine A. Papa

Print Name

[Signature]

Signature

Susanne Lombardi

Print Name

**NOTARY ACKNOWLEDGMENT**

**STATE OF:** Florida

**COUNTY OF** Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 25th day of March, 2020, by Anthony T. Papa, Jr., as Attorney-in-Fact and Licensed Florida Resident Agent (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (personally known) type of Identification) as identification.

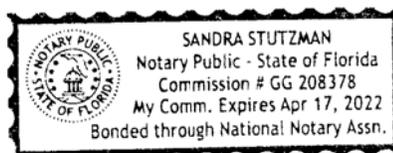
**NOTARY SEAL:**

[Signature]

Notary Public

Print Name of Notary Sandra Stutzman

Commission No. GG 208378 My Commission Expires: April 17, 2022



**DEVELOPER SIGNATURE FORM**

For: Hidden Creek at Lakewood Ranch Landscape & Irrigation Improvements

**BOND NO. GM-203527**

**WITNESSES OR CORPORATE**

E. Bett Giannone  
Witness

E. Bett Giannone  
Type or Print Name

Jonathan W. Marshall  
Witness

Jonathan W. Marshall  
Type or Print Name

The Cascades at Lakewood Ranch, LLC  
Developer

BY: [Signature]  
Signature

Jeffrey A. Hirschberger  
Type or Print Name

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

11523 Palmbrush Trail, Suite 322

Postal Address

Bradenton, FL 34202

City State Zip

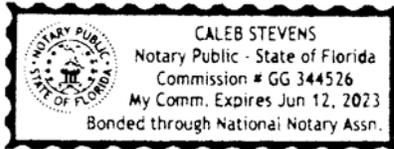
**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 25 day of March, 2020, by Jeffrey A. Hirschberger, as Developer, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced FL Driver's License (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Caleb Stevens  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 10 day of April, 2020

**MANATEE COUNTY**

A political subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10 day of April, 2020, 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:



[Signature]  
Notary Public  
Vida Gordon  
Print Name of Notary

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:  
Anthony T. Papa Jr., Christine A. Papa

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 **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, 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 Ten Million dollars (\$10,000,000.00), 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 in the Company's sole discretion 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 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, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



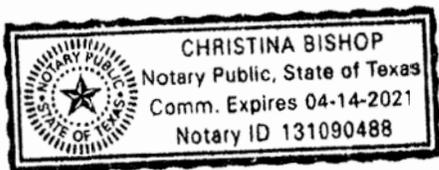
**GREAT MIDWEST INSURANCE COMPANY**

BY \_\_\_\_\_

Peter B. Smith  
President

### ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST 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.



BY \_\_\_\_\_

Christina Bishop  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST 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 Houston, TX this 25th Day of March, 2020.



BY \_\_\_\_\_

Leslie K. Shaunta  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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.**

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B") Final Lift of Asphalt**

**BOND NO. GM-203526**

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, The Cascades at Lakewood Ranch, LLC as Principal, and Great Midwest 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 **\$41,546.56** (Numbers) Forty-One Thousand Five Hundred Forty-Six and 56/100 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 **Hidden Creek of Lakewood Ranch Florida – (Private Residential)** (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: Hidden Creek of Lakewood Ranch Florida  
(Private Residential)

(Name of Project)

**BOND NO.** GM-203526

**SIGNED AND SEALED** this 18th day of March, 2020

Great Midwest Insurance Company  
Surety Company Name

By: [Signature]  
Signature As its Agent

Anthony T. Papa, Jr., Attorney-in-Fact & Licensed Florida Resident Agent/A199806

Print Name & Title

800 Gessner, Suite 600

Address

Houston, TX 77024

City State Zip

**WITNESSES OR CORPORATE SEAL**

[Signature]  
Signature

Christine A. Papa  
Print Name

[Signature]  
Signature

Susanne Lombardi  
Print Name

**NOTARY ACKNOWLEDGMENT**

**STATE OF:** Florida

**COUNTY OF** Sarasota

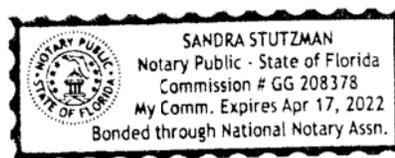
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 18th day of March, 2020, by Anthony T. Papa, Jr., as Attorney-in-Fact and Licensed Florida Resident Agent (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced (N/A personally known) (Type of Identification) as identification.

**NOTARY SEAL:**

[Signature]  
Notary Public

Print Name of Notary Sandra Stutzman

Commission No. GG 208378 My Commission Expires: April 17, 2020



**DEVELOPER SIGNATURE FORM**

For: Hidden Creek of Lakewood Ranch Florida – (Private Residential  
**BOND NO. GM-203526**

**WITNESSES OR CORPORATE**

M Brett Giannone  
Witness  
M Brett Giannone  
Type or Print Name  
Cecilia Kaiser  
Witness  
Cecilia Kaiser  
Type or Print Name

The Cascades at Lakewood Ranch, LLC  
Developer

BY: [Signature]  
Signature  
Jeffrey A. Hirschberger  
Type or Print Name

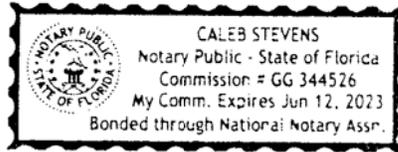
Title (If attorney-in-fact Attach Power of Attorney)  
11523 Palmbrush Trail, Suite322  
Postal Address  
Bradenton, FL 34202  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 18 day of March, 2020, by Jeffrey A. Hirschberger, as Managing Partner (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced FL Drivers License (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Caleb Stevens  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 18 day of March, 2020.

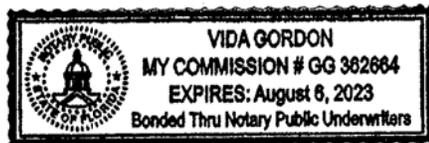
**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: [Signature]  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10 day of April, 2020, 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:



[Signature]  
Notary Public  
Vida Gordon  
Print Name of Notary

POWER OF ATTORNEY

GM-203526

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Anthony T. Papa Jr., Christine A. Papa

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 GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, 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 Ten Million dollars (\$10,000,000.00), 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 in the Company's sole discretion 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 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, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 15th day of October, 2018.



GREAT MIDWEST INSURANCE COMPANY

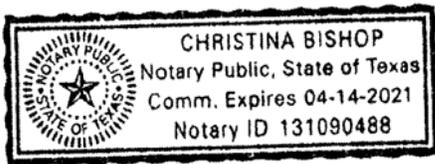
BY

[Signature of Peter B. Smith]

Peter B. Smith
President

ACKNOWLEDGEMENT

On this 15th day of October, 2018, before me, personally came Peter B. Smith to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST 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.



BY

[Signature of Christina Bishop]

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST 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 Houston, TX this 18th Day of March, 2020.



BY

[Signature of Leslie K. Shaunty]

Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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.