

MEMORANDUM



To: Ed Hunzeker
County Administrator

Thru: Chas Butzow, Interim Director
Public Works Department

A handwritten signature in blue ink, appearing to read "Chas Butzow".

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

Two handwritten signatures in blue ink, one for Carmen Mosley and one for Jane Oliver.

Date: December 18, 2018

Subject: **VILLAGES OF GLEN CREEK, PHASE IA**
PDR-15-24/17-S-25/FSP-17-47
ACCEPT DEFECT SECURITY PORTION OF AGREEMENT
ACCEPT SURETY BOND

The developer, Villages of Glen Creek Community Development District, is requesting that Manatee County accept for County maintenance paving and drainage improvements associated with this project. The developer has provided the *Agreement for Private Subdivision with Public Improvements* which warrants these improvements for three (3) years from County Administrator acceptance. The developer has provided all necessary documentation; and completed and passed all inspections for those required public improvements for acceptance by Manatee County. We therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Accept, Execute and Record *Agreement for Private Subdivision with Public Improvements* warranting the defect portion of this agreement securing paving and drainage improvements;**
- **Accept and Execute Surety Bond in conjunction with the above referenced agreement;**
 - **Surety Bond No. 1160560 issued through Lexon Insurance Company;**
 - **Amount of Defect Security \$26,609.34;**

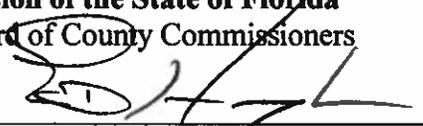
Public Works Department
Fiscal Division
1022 26th Avenue East, Bradenton, FL 34208
Phone number: (941) 708-7450

Instructions to Board Records

Copies of release request to: Julie Jensvold (Julie.jensvold@manateeclerk.com), Danielle Heaton (Danielle.heaton@manateeclerk.com), Robin Hamilton (Robin.hamilton@manateeclerk.com), Denise Greer (DGreer@kingengineering.com), and Jane Oliver (jane.oliver@mymanatee.org).

**MANATEE COUNTY, a political
subdivision of the State of Florida**

By: Board of County Commissioners

By: 
County Administrator, per R-14-86

CB/CM/jo

cc: Records Management
Claudia Campos, General Accounting - Finance
Sia Mollanazar, P.E., Deputy Director – Engineering Services
Myra Prater, Maintenance Operations Division Manager
Ken LaBarr, Infrastructure Inspections Division Manager
Denise Greer, Agent for the Developer

Attachments

Villages of Glen Creek, Ph I-A
Private Project w/Public Improvement
DEFECT – Paving, Drainage

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
VILLAGES OF GLEN CREEK, PHASE I-A**

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 VILLAGES OF GLEN CREEK COMMUNITY DEVELOPMENT DISTRICT, a COMMUNITY DEVELOPMENT DISTRICT (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 VILLAGES OF GLEN CREEK, PHASE IA (PDR-15-24/17-S-25/FSP-17-47) ;

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

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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 PDR-15-24/17-S-25/FSP-17-47 (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

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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.

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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 (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

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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

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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

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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 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: Villages of Glen Creek Community Development District
15310 Amberly Drive, Suite 175
Tampa, FL 33647
Attention: Paul Cusmano, District Manager
Facsimile: (813)418-7473

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]

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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**

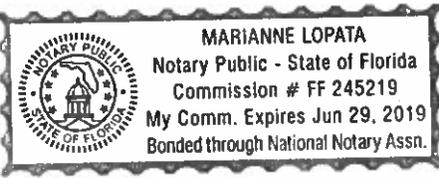
By: Board of County Commissioners

By: 
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1 day of December,
20 18, by Ed Hunzeker (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.

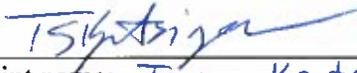

NOTARY PUBLIC Signature
Marianne Lopata
Printed Name



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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:


Print name: Lauren Parson

Print name: Tyson Krutsinger

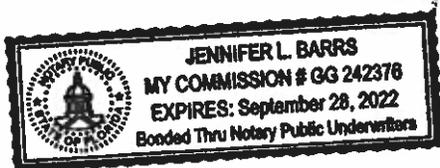
Villages of Glen Creek, CDD
a Community Development District
By: 
Print Name: Mike Lawson
as its: Chairman
2502 N. Rocky Point Dr, #1050
Postal Address
Tampa, FL 33607
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4 day of Oct,
2018, by Mike Lawson as Chairman [name and title of signatory] of
Villages of Glen Creek CDD [name of company signing], a FL CDD [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 _____ as identification.


NOTARY PUBLIC Signature
Jennifer Barrs
Printed Name



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EXHIBIT “A”
DESCRIPTION OF PROPERTY

EXHIBIT "A"
DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 1, 2, 7 AND 8, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°09'23" EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 31, A DISTANCE OF 1,342.59 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89°49'01" WEST, A DISTANCE OF 31.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY OF 27TH STREET EAST ACCORDING TO ROAD PLAT BOOK 12, PAGE 157 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE SOUTH 00°25'04" EAST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 469.04 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, SOUTH 89°54'26" WEST, A DISTANCE OF 22.61 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 169.46 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 170.00 FEET, A CENTRAL ANGLE OF 57°06'48", AND A CHORD BEARING AND DISTANCE OF SOUTH 61°21'02" WEST 162.53 FEET; THENCE SOUTH 32°47'38" WEST, A DISTANCE OF 46.05 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 188.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF 13°52'52", AND A CHORD BEARING AND DISTANCE OF SOUTH 39°44'04" WEST 188.51 FEET; THENCE SOUTH 46°40'30" WEST, A DISTANCE OF 119.60 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 114.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 505.00 FEET, A CENTRAL ANGLE OF 13°00'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 53°10'52" WEST 114.44 FEET; THENCE SOUTH 59°41'14" WEST, A DISTANCE OF 24.30 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 108.89 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 22°41'16", AND A CHORD BEARING AND DISTANCE OF SOUTH 71°01'52" WEST 108.18 FEET; THENCE SOUTH 01°57'15" WEST, A DISTANCE OF 62.47 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 39.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°21'21", AND A CHORD BEARING AND DISTANCE OF SOUTH 46°46'35" WEST 35.46 FEET; THENCE SOUTH 01°35'54" WEST, A DISTANCE OF 68.25 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 14.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 42°50'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°49'06" EAST 14.61 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 37.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°50'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°49'06" EAST 36.51 FEET; THENCE SOUTH 01°35'54" WEST, A DISTANCE OF 51.88 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 37.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°50'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°00'54" WEST 36.51 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 14.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 42°50'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 23°00'54" WEST 14.61 FEET; THENCE SOUTH 01°35'54" WEST, A DISTANCE OF 9.05 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 55.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°39'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 43°43'47" EAST 49.78 FEET; THENCE SOUTH 89°03'28" EAST, A DISTANCE OF 612.28 FEET TO THE POINT OF INTERSECTION WITH THE AFORESAID WEST RIGHT-OF-WAY OF 27TH STREET EAST; THENCE ALONG SAID WEST RIGHT-OF-WAY OF 27TH STREET EAST AND THE NORTH RIGHT-OF-WAY OF 26TH AVENUE EAST ACCORDING TO ROAD PLAT BOOK 12, PAGE 159 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, RESPECTIVELY, THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°12'37" WEST, A DISTANCE OF 6.97 FEET; (2) SOUTH 41°38'26" WEST, A DISTANCE OF 27.42 FEET; (3) NORTH 88°42'33" WEST, A DISTANCE OF 621.06 FEET; (4) SOUTH 88°53'08" WEST, A DISTANCE OF 152.75 FEET; (5) SOUTH 89°39'26" WEST, A DISTANCE OF 148.91 FEET; (6) NORTH 88°29'44" WEST, A DISTANCE OF 512.85 FEET; THENCE NORTH 88°57'05" WEST, A DISTANCE OF 425.98 FEET; THENCE LEAVING SAID

NORTH RIGHT-OF-WAY, NORTH 00°19'42" EAST, A DISTANCE OF 15.19 FEET; THENCE SOUTH 89°02'42" EAST, A DISTANCE OF 940.41 FEET; THENCE NORTH 79°36'29" EAST, A DISTANCE OF 20.33 FEET; THENCE SOUTH 89°03'28" EAST, A DISTANCE OF 152.60 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 54.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°20'37", AND A CHORD BEARING AND DISTANCE OF NORTH 46°16'13" EAST 49.21 FEET; THENCE NORTH 01°35'54" EAST, A DISTANCE OF 235.37 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 37.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°59'03", AND A CHORD BEARING AND DISTANCE OF NORTH 40°53'37" WEST 33.77 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY 66.02 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 37°49'26", AND A CHORD BEARING AND DISTANCE OF NORTH 64°28'26" WEST 64.82 FEET; THENCE NORTH 45°33'43" WEST, A DISTANCE OF 114.15 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 24.21 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 713.00 FEET, A CENTRAL ANGLE OF 01°56'43", AND A CHORD BEARING AND DISTANCE OF NORTH 46°32'04" WEST 24.21 FEET; THENCE NORTH 47°30'25" WEST, A DISTANCE OF 36.37 FEET; THENCE SOUTH 42°29'35" WEST, A DISTANCE OF 79.13 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 62.19 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 47°30'25", AND A CHORD BEARING AND DISTANCE OF SOUTH 66°14'47" WEST 60.42 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 372.84 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 294.89 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 56.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 32°24'36", AND A CHORD BEARING AND DISTANCE OF NORTH 16°12'18" EAST 55.82 FEET; THENCE NORTH 32°24'36" EAST, A DISTANCE OF 50.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 109.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 93°35'37", AND A CHORD BEARING AND DISTANCE OF NORTH 44°45'22" EAST 97.68 FEET; THENCE NORTH 62°00'13" EAST, A DISTANCE OF 16.88 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE EASTERLY 56.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 47.93 FEET, A CENTRAL ANGLE OF 67°48'48", AND A CHORD BEARING AND DISTANCE OF SOUTH 84°05'23" EAST 53.48 FEET; THENCE NORTH 39°49'01" EAST, A DISTANCE OF 11.60 FEET; THENCE NORTH 45°23'38" WEST, A DISTANCE OF 73.99 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 63.58 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 08°05'43", AND A CHORD BEARING AND DISTANCE OF NORTH 49°26'30" WEST 63.53 FEET; THENCE NORTH 53°29'21" WEST, A DISTANCE OF 469.29 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHWESTERLY 74.59 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 12°12'38", AND A CHORD BEARING AND DISTANCE OF NORTH 59°35'41" WEST 74.45 FEET; THENCE NORTH 17°44'45" EAST, A DISTANCE OF 104.28 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 143.31 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 483.00 FEET, A CENTRAL ANGLE OF 17°00'00", AND A CHORD BEARING AND DISTANCE OF NORTH 09°14'45" EAST 142.78 FEET; THENCE NORTH 00°44'45" EAST, A DISTANCE OF 114.31 FEET; THENCE NORTH 89°48'08" EAST, A DISTANCE OF 698.51 FEET; THENCE SOUTH 00°20'38" EAST, A DISTANCE OF 400.00 FEET; THENCE NORTH 89°45'56" EAST, A DISTANCE OF 600.00 FEET; THENCE NORTH 00°20'38" WEST, A DISTANCE OF 77.01 FEET; THENCE NORTH 89°49'01" EAST, A DISTANCE OF 407.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 33,329 ACRES.

Villages of Glen Creek, Ph I-A
Private Project w/Public Improvement
DEFECT – Paving, Drainage

**EXHIBIT “B-1”
IMPROVEMENTS**

	Improvement	Estimated Cost
1	<u>DEFECT</u> Paving, Drainage	<u>\$26,609.34</u>
2		\$
3		\$
4		\$
5		\$



Manatee County Public Works Department
Engineering Services
1022 26th Avenue East
Bradenton, FL 34208
Phone: (941) 708-7462
www.mymanatee.org

September 25, 2017

King Engineering
Attention: Mrs. Denise Greer, P.E.
2930 University Parkway
Sarasota, FL 34243

(DGreer@kingengineering.com)

RE: **VILLAGES OF GLEN CREEK, PHASE IA – Private Subdivision**
(PDR-15-24/17-S-25/(P)/FSP-17-47) (DTS #20170286) (MEPS-710)
Defect Security Cost Estimate
Required Public Improvements
Reason – (Paving, Drainage)

Dear Mrs. Greer:

Your cost estimate for the above referenced bond, dated February 23, 2017, for the completion of site improvements to serve the above referenced development, is approved for the appropriate surety.

A Defect Security in the amount of \$26,609.34 which is 10%, of the submitted actual cost, would be sufficient to assure the County correction of any defects or failures.

If we can be of further assistance, please contact me at (941) 708-7462.

Sincerely,


Sja Mollanazar, P.E.
Deputy Director – Engineering Services

SM/jp/jsh

cc: Record Management
Jane Oliver, Fiscal Analyst, Public Works Department
Carmen Mosley, Fiscal Operations Division Manager, Public Works Dept.
Kenneth LaBarr, Infrastructure Inspection Division Manager, Public Works Dept.
Karla Ripley, Senior Review Specialist, Public Works
Diana Lonergan, Planner, Building and Development Services

King

ENGINEERING ASSOCIATES, INC.

SERVICES

Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Pavement Management
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture
(FL #LC26000183)

OFFICE LOCATIONS

FLORIDA

Jacksonville
Miami
Sarasota
Tampa

TEXAS

Austin

February 23, 2017

John Pari
Project Engineer II
Manatee County Public Works Department
1022 26th Avenue East
Bradenton, FL 34208

Re: Villages of Glen Creek, Phase 1A
Revised Defect Security Bond Estimate
Right-of-Way Use Permit Application

Dear John,

I hereby certify that the Engineer Cost Estimate outlined herein represents our estimate of the cost of the Defect Security Bond for site work improvements to serve the above referenced project.

This cost estimate has been prepared in order for the appropriate bond to be posted with Manatee County. Upon completion of your review and approval of the performance bond estimate of \$26,609.34, please notify our office so that our client may obtain the bond.

If you have any questions or concerns, please do not hesitate to call.

Sincerely,
No 47979

Denise Greer
Denise Greer, P.E., LEED^{AP}
Vice President

ODG/bab

Enclosures: Defect Security Bond Estimate

cc: File 4957-000-001

2930 University Parkway
Sarasota, Florida 34243
phone 941.358.6500
fax 941.358.6540

www.kingengineering.com

RECEIVED

Feb 27 2017

Manatee County
ENGINEERING DIVISION

**VILLAGES OF GLEN CREEK, PHASE 1A
REVISED DEFECT SECURITY BOND FOR
MANATEE COUNTY RIGHT-OF-WAY USE PERMIT
February 23, 2017**

A. PAVING	\$	147,803.50
B. STORM DRAINAGE	\$	<u>118,289.90</u>
	TOTAL BID	\$ <u>266,093.40</u>
	BOND AMOUNT AT 10% OF COST =	\$ <u>26,609.34</u>
	TOTAL BOND =	\$ <u>26,609.34</u>

**VILLAGES OF GLEN CREEK, PHASE 1A
 REVISED DEFECT SECURITY BOND FOR
 MANATEE COUNTY RIGHT-OF-WAY USE PERMIT
 February 23, 2017**

PAVING

Description	Unit	Estimated Quantity	Unit Price	Item Amount
1" Type S-III Asphalt Overlay	SY	3,050	\$ 8.50	\$ 25,925.00
2" Type S-I Asphaltic Surface	SY	1,575	\$ 13.00	\$ 20,475.00
10" Crushed Concrete Base or Limerock Base	SY	1,600	\$ 18.50	\$ 29,600.00
12" Stab. Sub-base (LBR 60)	SY	1,625	\$ 17.50	\$ 28,437.50
Off-site Milling	LS	1	\$ 8,000.00	\$ 8,000.00
Concrete Sidewalk (4" Thick)	SF	4,150	\$ 3.10	\$ 12,865.00
ADA Sidewalk Ramp (complete)	EA	6	\$ 801.00	\$ 4,806.00
Concrete Curb and Gutter (Type F)	LF	950	\$ 13.50	\$ 12,825.00
Saw-Cut and Match Existing Pavement	LS	1	\$ 1,870.00	\$ 1,870.00
Signage and Striping	LS	1	\$ 3,000.00	\$ 3,000.00
PAVING TOTAL =				\$ 147,803.50

**VILLAGES OF GLEN CREEK, PHASE 1A
REVISED DEFECT SECURITY BOND FOR
MANATEE COUNTY RIGHT-OF-WAY USE PERMIT
February 23, 2017**

DRAINAGE

Description	Unit	Estimated Quantity	Unit Price	Item Amount
18" RCP	LF	80	\$ 45.00	\$ 3,600.00
30" RCP	LF	297	\$ 59.00	\$ 17,523.00
36" RCP	LF	522	\$ 85.00	\$ 44,370.00
Replace existing outlet w/ JB	LS	1	\$ 4,500.00	\$ 4,500.00
Curb Inlet	EA	1	\$ 5,000.00	\$ 5,000.00
Grate Inlet	EA	1	\$ 4,000.00	\$ 4,000.00
Junction Box	EA	3	\$ 4,030.00	\$ 12,090.00
Drainage Pipe TV	LF	899	\$ 3.10	\$ 2,786.90
18" MES	EA	1	\$ 950.00	\$ 950.00
Underdrain	LF	803	\$ 25.00	\$ 20,075.00
Underdrain Clean Out	EA	7	\$ 485.00	\$ 3,395.00
DRAINAGE TOTAL =				\$ 118,289.90

Villages of Glen Creek, Ph I-A
Private Project w/Public Improvement
DEFECT – Paving, Drainage

**EXHIBIT “B-2”
IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES (Master Utility Plan)
FOR THE ENTIRE DEVELOPMENT

REQUIRED AT TIME OF DEFECT

N/A

Villages of Glen Creek, Ph I-A
Private Project w/Public Improvement
DEFECT – Paving, Drainage

EXHIBIT “C”
PERFORMANCE SECURITIES

	Bond / LoC	Amount
1	<u>DEFECT</u> Surety Bond No. 1160560 Issued through Lexon Insurance Company	<u>\$26,609.34</u>
2		\$
3		\$
4		\$
5		\$

**SURETY BOND
FOR DEFECTS OF REQUIRED IMPROVEMENTS**

(Attachment "A")

BOND NO. 1160560

PROJECT NAME: Villages of Glen Creek Phase 1A

KNOW ALL MEN BY THESE PRESENT:

That the Developer, Villages of Glen Creek Community Development District as Principal, and Lexon Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of \$26,609.34 (Twenty-six thousand, six hundred nine dollars and thirty four cents) for which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents for the specific benefit of the County in accordance with the conditions set forth herein and in "Agreement for Public Subdivision Improvements".

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Villages of Glen Creek Phase 1A
(Name of Project)

BOND NO. 1160560

SIGNED AND SEALED this 14th day of September, 20 18

Lexon Insurance Company
Surety Company Name
By: Aimee R. Perondine
Signature - As its Agent
Aimee R. Perondine, Attorney-in-Fact
Print Name & Title
10002 Shelbyville Rd, Suite 100
Address
Louisville KY 40223
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Signature
Beth Stevenson, Witness
Print Name

[Signature]
Signature
Samuel Begun, Witness
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 14th day of September, 20 18, by Aimee R. Perondine as attorney-in-fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public

Danielle D. Johnson, Notary Public
Print Name of Notary

Commission No. 175556 My Commission Expires: 1/31/2023

DANIELLE D. JOHNSON
NOTARY PUBLIC - CT 175556
MY COMMISSION EXPIRES JAN. 31, 2023

DEVELOPER SIGNATURE FORM

FOR: Villages of Glen Creek Phase 1A
BOND NO. 1160560

SIGNED AND SEALED this 17th day of September, 2018.

WITNESSES OR CORPORATE SEAL:

Parsons
Witness
Lauren Parsons
Type or Print Name
Chairman
Witness
Chloe Crooks
Type or Print Name

Villages of Glen Creek CDD
Principal
BY: [Signature]
Signature
Michael Lawson
Type or Print Name
Chairman
Title (If attorney-in-fact Attach Power of Attorney)
250 International Parkway, Suite 280
Postal Address
Lake Mary, FL 32746
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: HILLSBOROUGH
The foregoing instrument was acknowledged before me this 17th day of September, 2018,
by Michael Lawson, as Chairman, (Title), on behalf of the corporation identified
herein as Principal and who is personally known to me or who has produced
(Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Lori Price
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: [Signature]
County Administrator

STATE OF: Florida
COUNTY OF: Manatee County

The foregoing instrument was acknowledged before me this 1 day of December, 2018,
by Ed Hunzeker, as County Administrator, (Title), for and on behalf of Manatee County Board of
County Commissioners, who is personally known to me or who has produced
(Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Marianne Lopata
Print Name of Notary

POWER OF ATTORNEY

LX- 288349

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Stacy Rivera, Jennifer M. Garten, Donna M. Planeta, Joshua Sanford, Nicole Ann Clark, Aimee R. Perondine, Aiza Lopez, Keri Ann Smith, Brian Peters, Danielle D. Johnson, Stephani A. Trudeau, Adam Martin, Ashley Sinclair, Michelle Anne McMahon its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature] David E. Campbell President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County Mv Commission Expires 07-08-19

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing 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 Seal at Mount Juliet, Tennessee this 14 Day of September, 20 18.



BY [Signature] Andrew Smith Assistant 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."