

# MEMORANDUM



To: Ed Hunzeker  
County Administrator

Thru: Ron Schulhofer, Director  
Public Works Department

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

Date: November 7, 2017

Subject: **HARRISON RANCH, PHASE II B-5B**  
**PDMU-01-04/07-S-21 (F)**  
**RELEASE PUBLIC IMPROVEMENTS AGREEMENT**  
**ACCEPT PUBLIC IMPROVEMENTS EXTENSION AGREEMENT**  
**ACCEPT VERIFICATION CERTIFICATE**

The developer has requested an extension on the public improvements for this project, which will be County maintained. The developer has started building homes in the development and is requesting the extension in order to complete the required infrastructure. The Public Works Department has reviewed the request and is in agreement with the developer. This action is to extend the agreement and security to ensure the developer is not in default with the agreement previously provided. We therefore respectfully request the County Administrator to approve the following form of action:

- **Authorization to release the *Required Improvements Agreement* in the amount of \$602,524.88 securing the public infrastructure improvements;**

**SURETY BOND NO. 1023720 WILL REMAIN IN PLACE.** This surety will be used to secure the one (1) year extension for the required public improvements agreement, (see below).

- **Acceptance of and authorization for County Administrator to execute the *Required Improvements Agreement*. This Agreement will be for a one (1) year extension, secured by a Surety Bond previously accepted by the Board of County Commissioners;**
- **Acceptance of, the Verification Certificate in conjunction with the above agreement;**
  - **Surety Bond No 1023720, Verification Certificate dated August 3, 2017 issued through Lexon Insurance Co.;**

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

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- **Expiration Date** – October 21, 2018;
- **Amount** of Performance Bond \$602,524.88.

RS/CM/jo

cc: Records Management  
Kenneth LaBarr, Infrastructure Inspections Div, Mgr., Public Works  
Karen Wilson, ZNS Engineering, Agent for the Developer

Attachments

**REQUIRED IMPROVEMENTS AGREEMENT**

(In conjunction with a Surety Bond as security guaranteeing completion of Required Improvements)

**WHEREAS, PULTE HOME CORPORATION** (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **HARRISON RANCH PHASE II B-5B** (Project); and

**WHEREAS,** the Manatee County Land Development Code (LDC), Ordinance 90-01, requires that a final subdivision plat not be approved for recording, and that a Certificate of Occupancy not be issued in accordance with final site plan approval, until certain improvements required by the Land Development Code or required as a condition of approval of the plat or site plan (Required Improvements) have been duly constructed, completed, and approved, unless the Developer has provided performance security guaranteeing to the satisfaction of the County that such improvements will be duly constructed, completed, and approved; and

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

**WHEREAS,** the developer desires to obtain approval of the Project prior to installation of the Required Improvements; and

**WHEREAS,** the developer has submitted a cost estimate certified by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Developer herewith tenders to the County a Surety Bond which is in an amount representing at least 130% of that estimated cost.

**WITNESSETH:**

1. The Developer, in consideration for the mutual covenants and conditions contained herein, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the LDC, any conditions of the Project approval, and all other applicable regulations, requirements, and agreements.
2. Developer and **LEXON INSURANCE COMPANY**, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of **SIX HUNDRED TWO THOUSAND FIVE HUNDRED TWENTY-FOUR & 88/100** Dollars (words) \$ **602,524.88** (numbers), and the Developer herewith tenders to the County a Surety Bond, No **1023720** dated **JUNE 29, 2009**, and **VERIFICATION CERTIFICATE** dated **AUGUST 3, 2017** with **LEXON INSURANCE COMPANY**. Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.

**3. CONDITIONS OF THE SECURITY FOR THE BENEFIT OF THE COUNTY:**

- (a) If the Developer should fail or refuse to complete, to the satisfaction of the County, all Required Improvements on or before the 21<sup>ST</sup> day of OCTOBER, 2018, in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements and will pay all costs thereof, including and without limitation all engineering, legal, and contingent costs.
  - (b) Alternatively, if the Developer should fail or refuse to complete all Required Improvements in the manner described above, the County, at its option, shall have the right to construct and complete or cause to be constructed the Required Improvements. In the event the County should exercise such right, the Developer and the Surety shall be jointly and severally liable hereunder to reimburse the County the total cost thereof from the proceeds of this Bond, and shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the County may sustain on account of the failure of the Developer to fulfill within the time specified its obligations as described herein. Cost expended on the construction of Required Improvements shall be at the sole discretion of the County.
- 4. 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 the Required Improvements without regard to the amount of this Bond.
  - 5. Should the Developer fail or refuse to complete the Required Improvements, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer and the Surety, including specific performance, to which the Developer hereby agrees.
  - 6. This Agreement shall become effective upon the execution hereof by both parties hereto.

(Req'd Impv Agreement)

For: Harrison Ranch Blvd., Ph II B-5

SIGNED AND SEALED this 12 day of October, 2017

**WITNESSES:**

Nicholas Becker

Witness

Nicholas Becker

Type or Print Name

[Signature]

Witness

Snezana Gurcinovska

Type or Print Name

PULTE HOME CORP.

Developer

BY: [Signature]

Signature

Bob Becker

Type or Print Name

Dev of [Signature]

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

2662 South Faulkenburg Rd

Postal Address

Riverview FL 33578

City State Zip

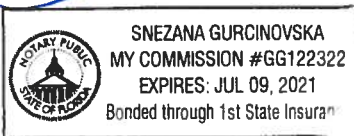
**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida

COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 12 day of October, 2017, by Robert Becker, as VP, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

Snezana Gurcinovska

Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 7th day of November, 2017.

**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 this 7th day of November, 2017, by Ed Hunzeker, as County Administrator, (Title), for and on behalf of the Manatee County Board of County Commissioners and **who is personally known to me** or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:



[Signature]

Notary Public

KATHLEEN C. ELLIS

Print Name of Notary



12890 Lebanon Road  
Mt. Juliet, TN 37122  
615-553-9500

### VERIFICATION CERTIFICATE

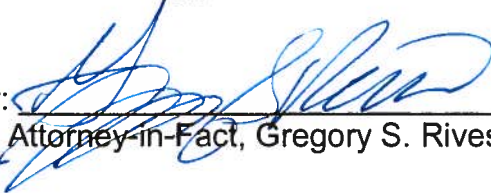
SURETY: Lexon Insurance Company  
PRINCIPAL: Pulte Home Corporation  
OBLIGEE: County of Manatee, State of Florida  
DESCRIPTION: Harrison Ranch, Phase II-B5  
BOND NO: 1023720  
BOND AMOUNT: \$602,524.88  
BOND EFFECTIVE DATE: June 29, 2009

We consent to the extension of this agreement to October 21, 2018.

This is to certify that this company has not terminated its suretyship under the above-described bond and that such bond according to its record is still in full force and effect.

Signed and Sealed this 3rd of August 2017

LEXON INSURANCE COMPANY

By:   
Attorney-in-Fact, Gregory S. Rives



STATE OF - GEORGIA  
COUNTY OF - FULTON

The foregoing instrument was acknowledged before me this 3rd of August 2017 by Gregory S. Rives, Attorney-in-Fact for Lexon Insurance Company.

My commission expires:  
April 17, 2018

  
NOTARY PUBLIC,  
SEAL



POWER OF ATTORNEY

LX-295199

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: Brien O'Meara, D. Bryce Langen, Ellen Padesky Maturen, James Ossowski, James Zeumer, Jean Marusak, Kelly Yoakam, KellyMarie Conlon, Kim Hill, Ross Irwin, Gregory S. Rives its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

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

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$2,000,000.00, Two Million dollars, 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 5th Day of August, 2015.



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.