

MEMORANDUM



To: Ed Hunzeker
County Administrator

Thru: Ron Schulhofer, Director
Public Works Department *R*

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

Date: July 25, 2017

Subject: **ARTISAN LAKES ESPLANADE, PHASE 1
SUBPHASE A, B, C, & D
PDMU-91-01/14-S-14 (F)
RELEASE PRIVATE IMPROVEMENTS AGREEMENT
SECURING FINAL LIFT OF ASPHALT
ACCEPT PRIVATE IMPROVEMENTS EXTENSION AGREEMENT
SECURING FINAL LIFT OF ASPHALT
ACCEPT VERIFICATION CERTIFICATE**

The developer has requested an extension on the final lift of asphalt for this project, which will be privately maintained. The developer has started building homes in the development and is requesting the extension in order to complete the project without marring the roadway. 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 and Temporary Construction Easement for Private Improvements* in the amount of \$306,366.45 securing the final lift of asphalt;

SURETY BOND NO. SU1128390 WILL REMAIN IN PLACE. This surety will be used to secure the one (1) year extension for the required private final lift of asphalt improvements agreement, (see below).

- **Acceptance of** and authorization for County Administrator to execute the *Required Improvements Agreement and Temporary Construction Easement for Private Improvements*. **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;

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

Artisan Lakes Esplanade, Ph I, Subph A, B, C & D

Page 2

July 25, 2017

- **Surety Bond No SU1128390**, Verification Certificate dated June 1, 2017 issued through Arch Insurance Co.;
- **Expiration Date** – September 4, 2018;
- **Amount of Performance Bond** \$306,366.45

RS/CM/mjo

cc: Records Management
Kenneth LaBarr, Infrastructure Inspections Div Mgr., Public Works
Danielle Ellis, Agent for the Developer

Attachments

For: Artisan Lakes Esplanade, Ph I, Subph A, B, C & D
(Name of Project)
Final Lift of Asphalt

**REQUIRED IMPROVEMENTS AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT FOR PRIVATE IMPROVEMENTS**

(Required with a Surety Bond (Attachment "B") as security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **ARTISAN LAKES ESPLANADE, PHASE I, SUBPHASE A, B, C & D** (Project), the legal description for which is more particularly described in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the Manatee County Land Development Code, 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.

WHEREAS, the developer has submitted a cost estimate certificate by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Surety Bond referred to below is in an amount which represents at least 130% of that estimated cost; and

WHEREAS, the Required Improvements shall be privately owned necessitating additional covenants and protections for the County and the public in the event that the Developer fails to complete the Required Improvements; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.

(Pvt Impv Agree)

For: Artisan Lakes Esplanade, Ph I, Subph A, B, C & D
(Name of Project)

2. Developer and ARCH 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 THREE HUNDRED SIX THOUSAND THREE HUNDRED SIXTY-SIX & 45/100 Dollars (words) \$ 306,366.45 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. SU1128390, dated AUGUST 1, 2014, and VERIFICATION CERTIFICATE dated JUNE 1, 2017 with ARCH INSURANCE COMPANY. Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.

3. That in consideration of the foregoing, it is hereby mutually AGREED as follows:
 - (a) The Developer shall complete to the satisfaction of the County all Required Improvements on or before the 4TH day of SEPTEMBER, 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 pay all costs, thereof, including without limitation all engineering, legal and contingent costs.

 - (b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, the County, at its option, shall have the right to enter upon that portion of the Project property, as determined necessary by the County and take all actions required to construct and complete, or cause to be constructed the Required Improvements. In the event the County should exercise such right, the County shall have the unqualified right to draw funds for the purpose of construction and completing the Required Improvements, or causing the same to be done, and for paying 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 terms of the Surety Bond. The Developer 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 its obligations as described herein.

 - (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.

 - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.

(Pvt Impv Agree)

For: Artisan Lakes Esplanade, Ph I, Subph A, B, C & D
(Name of Project)

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 for the life of the Project, without regard to the amount of the Surety Bond identified above. Should the Developer fail or refuse to complete the Required Improvements, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.
5. The Developer understands and agrees that in the event that the Required Improvements are not constructed or installed in the manner or time consistent with this Agreement, the County shall withhold further permits or approvals for the Project until the Required Improvements have been completed or adequate progress, as determined by the Board of County Commissioners, toward completion of the Required Improvements has been demonstrated.
6. Upon the County's completion of private improvements, the improvement shall be transferred to the Homeowner's Association or that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the County.

(Pvt Imp./Surety)

For: Artisan Lakes Esplanade, Ph I, Subph A, B, C & D

SIGNED AND SEALED this 19TH day of JUNE, 20 17

WITNESSES:

[Signature]

Witness

GIOVANNI DE CASTRO

Type or Print Name

[Signature]

Witness

TONY BURDETT

Type or Print Name

Taylor Woodrow Communities

At Artisan Lakes, LLC

Developer

BY: [Signature]

Signature

Tony J. Squitieri

Type or Print Name

Vice President

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

551 N. Cattlemen Rd, Ste 200

Postal Address

Sarasota FL 34232

City State Zip

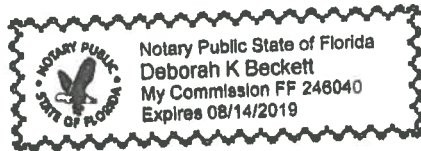
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me this 19TH day of JUNE, 2017, by Tony J. Squitieri, as Vice President, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Deborah K. Beckett
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 25TH day of JULY, 2017.

MANATEE COUNTY

A political subdivision of the State of Florida

By: [Signature] Board of County Commissioners

By: [Signature] County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this 25TH day of JULY, 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
MYRA JANE OLIVER-MASON
Print Name of Notary

**VERIFICATION CERTIFICATE FOR
INDEFINITE TERM SURETY BOND**

**“Artisan Lakes Esplanade, Phase 1, Subphase A, B, C & D”
Private Final Lift of Asphalt**

THIS IS TO CERTIFY that Bond No. SU1128390 issued by Arch Insurance Company dated this 1st day of August, 2014, in the amount of Three Hundred Six Thousand Three Hundred Sixty Six and 45/100 Dollars (\$306,366.45), on behalf of Taylor Woodrow Communities at Artisan Lakes, LLC (as Principal), and in favor of County of Manatee, State of Florida (as Obligee), covers a term which began on the 1st day of August, 2014, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated this 1st day of June, 2017.

Arch Insurance Company _____

BY: _____

**Anett Cardinale, Attorney-in-Fact &
Florida Licensed Resident Agent**

Current Renewal Term through August 2018

**c/o Willis of Florida, Inc.
4211 W. Boy Scout Blvd., Ste. 1000
Tampa, FL 33607
Inquiries: (813) 281-2095**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anett Cardinale, Brandy Baich, David H. Carr, Eileen C. Heard and Margaret A. Ginem of Tampa, FL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 27th day of April, 2017.

Attested and Certified

Arch Insurance Company

Patrick K. Nails
Patrick K. Nails, Secretary



David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Helen Szafran
Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 27, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of June, 2017.

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

