

Summerwoods Phase IB – Private Project w/Public Improvements

1. Earthwork, Paving, Sanitary Sewer, Potable Water, Reclaimed Water
2. Final Lift of Asphalt

**AGREEMENT FOR PRIVATE SUBDIVISION
WITH PUBLIC IMPROVEMENTS
Summerwoods Phase IB**

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 VK Summerwoods, LLC, a Limited Liability Company (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 **Summerwoods Phase IB PLN1905-0096**;

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

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

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

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

WHEREAS, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by this reference (hereinafter, individually a “Performance Security”, and

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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 PLN1905-0096 (hereinafter, the “Development Order”), this Agreement and the Code.

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

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

1.4 Completion of Improvements; Draws on Performance Securities. The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County

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is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

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

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

1.7 Specifications. The Improvements shall be designed, constructed and maintained in

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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 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

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Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

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

Article II
TERM AND TERMINATION

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

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

Article III
AMENDMENTS; ENFORCEMENT

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

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

Article IV
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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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: VK Summerwoods, LLC
105 NE 1st Street
Delray Beach, FL 33444
Attention: James P. Harvey
Facsimile: (561)682-1050

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 ____ day of _____, 20____, by Cheri Coryea (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced _____ N/A _____ as identification.

NOTARY PUBLIC Signature

Printed Name

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(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

[Signature]
 Print name: JARED LYBBERT

[Signature]
 Print name: BOY E. SIMBON

VK Summerwoods, LLC
 a Delaware Limited Liability Company

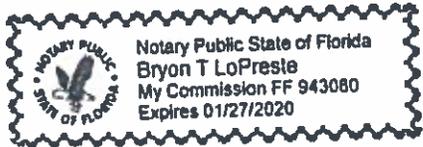
By: [Signature]
 Print Name: JAMES P. HARVEY
 as its: Authorized Signatory

105 NE 1st Street
 Postal Address
Delray Beach FL 33444
 City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 2019,
 by JAMES P. HARVEY as AUTH. SIGNATORY [name and title of signatory] of
VK SUMMERWOODS LLC [name of company signing], a DELAWARE [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.



[Signature]
 NOTARY PUBLIC Signature
Bryon T. LoPreste
 Printed Name

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EXHIBIT "A"
DESCRIPTION OF PROPERTY

DESCRIPTION: A portion of SUMMERWOODS - PHASE IA, according to the plat thereof, as recorded in Plat Book 64, Pages 62 through 78, inclusive, of the Public Records of Manatee County, Florida, being a portion of public right-of-way, and being more particularly described as follows:

BEGIN at the Northeast corner of TRACT "F-IB-4" of said SUMMERWOODS - PHASE IA, run thence along the Easterly boundary of said TRACT "F-IB-4", S.00°10'54"E., a distance of 924.49 feet to the Southerly boundary thereof; thence along said Southerly boundary the following eleven (11) courses: 1) S.89°49'04"W., a distance of 75.06 feet; 2) Northwesterly, 158.35 feet along the arc of a non-tangent curve to the left having a radius of 455.00 feet and a central angle of 19°56'25" (chord bearing N.36°50'03"W., 157.55 feet); 3) S.43°11'45"W., a distance of 130.00 feet; 4) Northwesterly, 57.31 feet along the arc of a non-tangent curve to the left having a radius of 325.00 feet and a central angle of 10°06'15" (chord bearing N.51°51'22"W., 57.24 feet); 5) N.56°54'30"W., a distance of 132.88 feet; 6) S.33°05'30"W., a distance of 50.00 feet; 7) Westerly, 36.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 82°38'03" (chord bearing S.81°46'29"W., 33.01 feet); 8) Southwesterly, 98.91 feet along the arc of a reverse curve to the right having a radius of 365.00 feet and a central angle of 15°31'34" (chord bearing S.48°13'14"W., 98.61 feet); 9) S.34°00'59"E., a distance of 33.46 feet; 10) S.56°54'30"E., a distance of 103.03 feet; 11) Westerly, 446.47 feet along the arc of a non-tangent curve to the right having a radius of 495.00 feet and a central angle of 51°40'44" (chord bearing S.77°10'45"W., 431.49 feet); thence S.84°38'56"W., a distance of 1148.11 feet to the Easternmost corner of TRACT "F-IB-2" of said SUMMERWOODS - PHASE IA; thence along the Southerly and Westerly boundary of said TRACT "F-IB-2" the following three (3) courses: 1) S.57°20'04"W., a distance of 120.45 feet; 2) Southwesterly, 365.35 feet along the arc of a tangent curve to the right having a radius of 1640.00 feet and a central angle of 12°45'51" (chord bearing S.63°43'00"W., 364.60 feet); 3) N.19°54'05"W., a distance of 280.00 feet; N.09°55'04"W., a distance of 711.91 feet to the Southwest corner of TRACT "F-IB-1" of SUMMERWOODS - PHASE IA; thence along the Westerly boundary of said TRACT "F-IB-1" the following twenty-four (24) courses: 1) N.11°00'55"W., a distance of 42.09 feet; 2) Northerly, 9.57 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 18°16'52" (chord bearing N.20°09'21"W., 9.53 feet); 3) N.29°17'47"W., a distance of 35.51 feet; 4) Northwesterly, 11.76 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 22°28'09" (chord bearing N.40°31'52"W., 11.69 feet); 5) N.51°45'56"W., a distance of 25.43 feet; 6) Northwesterly, 8.84 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 16°52'39" (chord bearing N.60°12'16"W., 8.81 feet); 7) N.68°38'35"W., a distance of 41.93 feet; 8) N.66°36'00"W., a distance of 22.78 feet; 9) N.22°44'08"E., a distance of 49.48 feet; 10) Northerly, 12.64 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 24°08'07" (chord bearing N.10°40'04"E., 12.54 feet); 11) N.01°24'00"W., a distance of 51.27 feet; 12) N.38°41'55"E., a distance of 50.83 feet; 13) Northeasterly, 9.96 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 19°01'48" (chord bearing N.29°11'01"E., 9.92 feet); 14) N.19°40'07"E., a distance of 60.88 feet; 15) Northerly, 23.49 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 44°51'52" (chord bearing N.02°45'49"W., 22.90 feet); 16) N.25°11'45"W., a distance of 14.11 feet; 17) N.44°30'37"E., a distance of 5.46 feet; 18) N.52°32'15"E., a distance of 71.87 feet; 19) Northeasterly, 19.92 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 38°02'55" (chord bearing N.33°30'48"E., 19.56 feet); 20) N.14°29'20"E., a distance of 29.69 feet; 21) Northerly, 9.26 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 17°41'13" (chord bearing N.05°38'43"E., 9.22 feet); 22)

N.03°11'53"W., a distance of 47.36 feet; 23) Northerly, 12.10 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 23°06'29" (chord bearing N.14°45'08"W., 12.02 feet); 24) N.26°18'22"W., a distance of 12.69 feet to the Northwest corner of said TRACT "F-IB-1"; thence along the Northerly boundary of said TRACT "F-IB-1", Easterly, 378.85 feet along the arc of a non-tangent curve to the left having a radius of 2989.93 feet and a central angle of 07°15'35" (chord bearing S.80°14'51"E., 378.59 feet) to the Northeast corner thereof; thence S.88°14'55"E., a distance of 809.48 feet to the Northwest corner of TRACT "F-IB-3" of SUMMERWOODS - PHASE IA; thence along the Northerly boundary of said TRACT "F-IB-3", S.89°08'28"E., a distance of 429.53 feet to the Northeast corner thereof; thence S.89°08'28"E., a distance of 1023.84 feet to the POINT OF BEGINNING.

LESS & EXCEPT

DESCRIPTION: A portion of SUMMERWOODS - PHASE IA, according to the plat thereof, as recorded in Plat Book 64, Pages 62 through 78, inclusive, of the Public Records of Manatee County, Florida, being a portion of public right-of-way, and being more particularly described as follows:

BEGIN at the Northeast corner of TRACT "F-IB-1" of said SUMMERWOODS - PHASE IA, run thence S.88°14'55"E., a distance of 809.48 feet to the Northwest corner of TRACT "F-IB-3" of said SUMMERWOODS - PHASE IA; thence the Westerly, Southerly and Easterly boundary of said TRACT "F-IB-3" the following twenty (20) courses: 1) S.00°26'14"E., a distance of 457.21 feet; 2) Southerly, 11.05 feet along the arc of a tangent curve to the left having a radius of 485.00 feet and a central angle of 01°18'19" (chord bearing S.01°05'24"E., 11.05 feet); 3) S.01°44'34"E., a distance of 76.40 feet; 4) Southerly, 11.73 feet along the arc of a tangent curve to the right having a radius of 515.00 feet and a central angle of 01°18'19" (chord bearing S.01°05'24"E., 11.73 feet); 5) S.00°26'14"E., a distance of 83.66 feet; 6) N.89°33'46"E., a distance of 140.79 feet; 7) S.81°10'10"E., a distance of 155.00 feet; 8) S.08°49'50"W., a distance of 19.52 feet; 9) S.81°10'10"E., a distance of 169.50 feet; 10) N.08°49'50"E., a distance of 188.74 feet; 11) N.03°00'45"E., a distance of 135.74 feet; 12) N.08°37'26"W., a distance of 135.74 feet; 13) N.14°26'31"W., a distance of 52.79 feet; 14) N.03°42'40"E., a distance of 54.30 feet; 15) N.22°46'46"W., a distance of 22.86 feet; 16) Northwesterly, 0.40 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 00°45'27" (chord bearing N.22°24'02"W., 0.40 feet); 17) N.22°01'19"W., a distance of 44.13 feet; 18) N.23°38'42"W., a distance of 50.21 feet; 19) Northerly, 26.20 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 50°02'17" (chord bearing N.01°22'26"E., 25.38 feet); 20) N.26°23'34"E., a distance of 7.05 feet to the Northeast corner thereof; thence S.89°08'28"E., a distance of 871.04 feet; thence Southerly, 230.79 feet along the arc of a non-tangent curve to the right having a radius of 189.00 feet and a central angle of 69°57'56" (chord bearing S.16°53'02"W., 216.72 feet); thence Southerly, 119.21 feet along the arc of a reverse curve to the left having a radius of 90.00 feet and a central angle of 75°53'23" (chord bearing S.13°55'18"W., 110.68 feet); thence Southerly, 196.45 feet along the arc of a reverse curve to the right having a radius of 380.00 feet and a central angle of 29°37'15" (chord bearing S.09°12'46"E., 194.27 feet); thence N.84°24'09"W., a distance of 130.00 feet; thence N.85°45'24"W., a distance of 50.02 feet; thence N.84°03'49"W., a distance of 148.25 feet to a point on the Westerly boundary of TRACT "F-IB-4" of said SUMMERWOODS - PHASE IA; thence along said Westerly boundary the following twenty-one (21) courses: 1) S.00°03'05"W., a distance of 35.49 feet; 2) Southerly, 23.27 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 44°26'14" (chord bearing S.22°16'11"W., 22.69 feet); 3) S.44°29'18"W., a distance of 35.34 feet; 4) S.27°26'34"W., a distance of 15.01 feet; 5) S.18°31'33"E., a distance of 19.81 feet; 6) Southerly, 28.85

feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 55°06'31" (chord bearing S.09°01'43"W., 27.76 feet); 7) S.36°34'58"W., a distance of 39.73 feet; 8) S.17°59'09"W., a distance of 25.59 feet; 9) Southwesterly, 6.22 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 11°53'08" (chord bearing S.23°55'43"W., 6.21 feet); 10) S.29°52'17"W., a distance of 48.21 feet; 11) Southwesterly, 7.26 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 13°52'02" (chord bearing S.36°48'19"W., 7.24 feet); 12) S.43°44'20"W., a distance of 39.29 feet; 13) Southwesterly, 19.84 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 37°53'10" (chord bearing S.62°40'55"W., 19.48 feet); 14) S.81°37'30"W., a distance of 49.01 feet; 15) Westerly, 3.99 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 07°36'40" (chord bearing S.85°25'50"W., 3.98 feet); 16) S.89°14'10"W., a distance of 46.20 feet; 17) Westerly, 13.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 26°34'50" (chord bearing N.77°28'25"W., 13.79 feet); 18) N.68°10'10"W., a distance of 27.72 feet; 19) S.24°03'55"W., a distance of 189.62 feet; 20) Easterly, 89.21 feet along the arc of a non-tangent curve to the left having a radius of 365.00 feet and a central angle of 14°00'13" (chord bearing S.72°56'11"E., 88.99 feet); 21) S.21°13'45"W., a distance of 131.84 feet; thence S.84°38'56"W., a distance of 1148.11 feet to the Easternmost corner of TRACT "F-IB-2" of said SUMMERWOODS - PHASE IA; thence along the Easterly and Northerly boundary of said TRACT "F-IB-2" the following five (5) courses: 1) N.32°39'56"W., a distance of 140.00 feet; 2) N.57°20'04"E., a distance of 7.13 feet; 3) N.32°39'56"W., a distance of 140.00 feet; 4) S.57°20'04"W., a distance of 127.59 feet; 5) Southwesterly, 302.98 feet along the arc of a tangent curve to the right having a radius of 1360.00 feet and a central angle of 12°45'51" (chord bearing S.63°43'00"W., 302.35 feet); thence N.09°55'04"W., a distance of 711.91 feet to the Southwest corner of TRACT "F-IB-1" of said SUMMERWOODS - PHASE IA; thence along the Southerly and Easterly boundary of said TRACT "F-IB-1" the following nine (9) courses: 1) S.82°31'42"E., a distance of 98.11 feet; 2) S.67°56'47"E., a distance of 115.00 feet; 3) Northerly, 22.80 feet along the arc of a non-tangent curve to the left having a radius of 390.00 feet and a central angle of 03°20'56" (chord bearing N.20°22'45"E., 22.79 feet); 4) N.81°02'54"E., a distance of 40.88 feet; 5) N.04°07'17"E., a distance of 232.96 feet; 6) Easterly, 83.00 feet along the arc of a non-tangent curve to the left having a radius of 3290.79 feet and a central angle of 01°26'42" (chord bearing S.83°03'48"E., 83.00 feet); 7) N.06°12'50"E., a distance of 140.00 feet; 8) Easterly, 4.48 feet along the arc of a non-tangent curve to the left having a radius of 3150.79 feet and a central angle of 00°04'53" (chord bearing S.83°49'36"E., 4.48 feet); 9) N.06°07'57"E., a distance of 161.15 feet to the POINT OF BEGINNING.

Summerwoods Phase IB – Private Project w/Public Improvements

1. Earthwork, Paving, Sanitary Sewer, Potable Water, Reclaimed Water
2. Final Lift of Asphalt

**EXHIBIT ‘B-1’
IMPROVEMENTS**

	Improvement	Estimated Cost
1	Earthwork, Paving, Sanitary Sewer, Potable Water, Reclaimed Water	\$734,247.80
2	Final Lift of Asphalt	\$27,144.26
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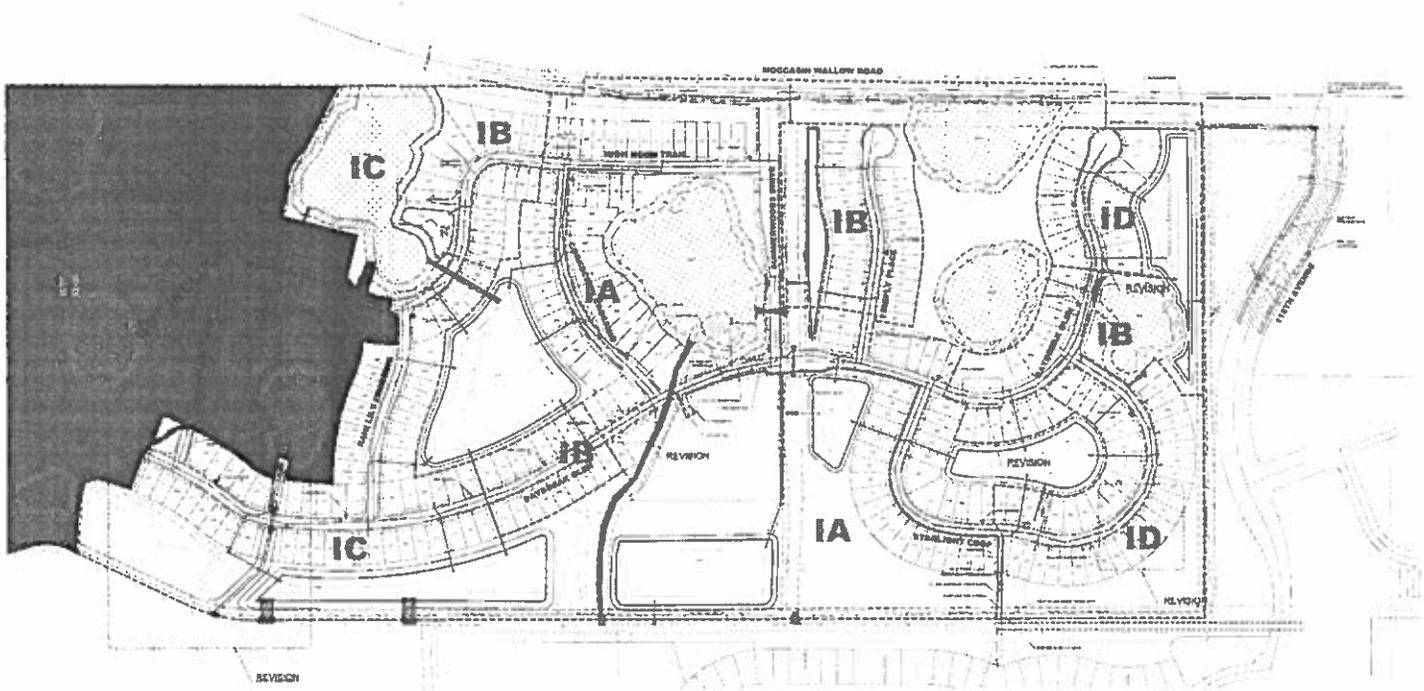
Summerwoods Phase IB – Private Project w/Public Improvements

1. Earthwork, Paving, Sanitary Sewer, Potable Water, Reclaimed Water
2. Final Lift of Asphalt

**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



UTILITY NOTES

1. ALL UTILITIES SHOWN ARE BASED ON THE MOST RECENT RECORD DRAWINGS AND FIELD SURVEY DATA.
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- 439. 2640" WATER MAIN
- 440. 2646" WATER MAIN
- 441. 2652" WATER MAIN
- 442. 2658" WATER MAIN
- 443. 2664" WATER MAIN
- 444. 2670" WATER MAIN
- 445. 2676" WATER MAIN
- 446. 2682" WATER MAIN
- 447. 2688" WATER MAIN
- 448. 2694" WATER MAIN
- 449. 2700" WATER MAIN
- 450. 2706" WATER MAIN
- 451. 2712" WATER MAIN
- 452. 2718" WATER MAIN
- 453. 2724" WATER MAIN
- 454. 2730" WATER MAIN
- 455. 2736" WATER MAIN
- 456. 2742" WATER MAIN
- 457. 2748" WATER MAIN
- 458. 2754" WATER MAIN
- 459. 2760" WATER MAIN
- 460. 2766" WATER MAIN
- 461. 2772" WATER MAIN
- 462. 2778" WATER MAIN
- 463. 2784" WATER MAIN
- 464. 2790" WATER MAIN
- 465. 2796" WATER MAIN
- 466. 2802" WATER MAIN
- 467. 2808" WATER MAIN
- 468. 2814" WATER MAIN
- 469. 2820" WATER MAIN
- 470. 2826" WATER MAIN
- 471. 2832" WATER MAIN
- 472. 2838" WATER MAIN
- 473. 2844" WATER MAIN
- 474. 2850" WATER MAIN
- 475. 2856" WATER MAIN
- 476. 2862" WATER MAIN
- 477. 2868" WATER MAIN
- 478. 2874" WATER MAIN
- 479. 2880" WATER MAIN
- 480. 2886" WATER MAIN
- 481. 2892" WATER MAIN
- 482. 2898" WATER MAIN
- 483. 2904" WATER MAIN
- 484. 2910" WATER MAIN
- 485. 2916" WATER MAIN
- 486. 2922" WATER MAIN
- 487. 2928" WATER MAIN
- 488. 2934" WATER MAIN
- 489. 2940" WATER MAIN
- 490. 2946" WATER MAIN
- 491. 2952" WATER MAIN
- 492. 2958" WATER MAIN
- 493. 2964" WATER MAIN
- 494. 2970" WATER MAIN
- 495. 2976" WATER MAIN
- 496. 2982" WATER MAIN
- 497. 2988" WATER MAIN
- 498. 2994" WATER MAIN
- 499. 3000" WATER MAIN

APPROVE

MANATEE COUNTY ENGINEERING BOARD

DATE: _____

SCALE: 1" = 40'

- Summerwoods Phase IB – Private Project w/Public Improvements
1. Earthwork, Paving, Sanitary Sewer, Potable Water, Reclaimed Water
 2. Final Lift of Asphalt

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. LICX1177625 issued through Lexon Insurance Company	\$734,247.80
2	Surety Bond No. LICX1177626 issued through Lexon Insurance Company	\$27,144.26
3		\$ _____
4		\$ _____
5		\$ _____

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A") **BOND NO. LICX1177625**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Summerwoods LLC 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 \$ 734,247.80 (Numbers) Seven Hundred Thirty-Four Thousand Two Hundred Forty-Seven and 80/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Summerwoods - Phase IB (Subdivision).

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Summerwoods - Phase IB
(Name of Project)

BOND NO. LICX1177625

SIGNED AND SEALED this 1st day of August, 20 19

Lexon Insurance Company
Surety Company Name

By: [Signature]
Signature - As its Agent

Brook T. Smith, Attorney-in-Fact
Print Name & Title

10002 Shelbyville Road, Suite 100
Address

Louisville KY 40223
City State Zip



WITNESSES OR CORPORATE SEAL

Signature

Print Name

Signature

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of August, 20 19, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public

Sandra L. Fusinetti
Print Name of Notary

Commission No. 549253 My Commission Expires: February 13, 2020

DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:

[Signature]
 Witness
JARED LYBBERT
 Type or Print Name
[Signature]
 Witness
GREG MEATH
 Type or Print Name

FOR: Summerwoods - Phase IB
 BOND NO. LICX1177625
 VK Summerwoods LLC
 a Delaware limited liability company

BY: [Signature]
 Developer
 Signature
James P. Harvey
 Type or Print Name
its Authorized Signatory

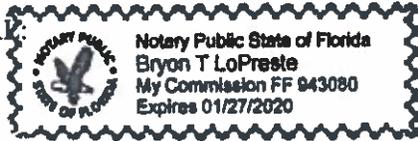
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
 Postal Address
Delray Beach FL 33444
 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
 COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2019, by JAMES P. HARVEY as AUTHORIZED SIGNATORY, (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
Bryon T. LoPreste
 Print Name of Notary

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

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

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
 COUNTY OF: MANATEE

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

NOTARY SEAL:

 Notary Public

 Print Name of Notary

POWER OF ATTORNEY

11078

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter 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 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs 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
My Commission Expires 5-9-2023

BY Amy Taylor
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 1st Day of August, 2019.



BY Andrew Smith
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."

SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A")

BOND NO. LICX1177626

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Summerwoods LLC 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 \$ 27,144.26 (Numbers) Twenty-Seven Thousand One Hundred Forty-Four and 26/100 (Words) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the "Agreement for Public Subdivision Improvements" which is hereby incorporated herein by reference.

THE CONDITION of the above obligation is such that, whereas the Principal has entered into a contract, dated _____ (LEAVE BLANK Manatee County approval date) with the obligation to do and perform certain work relating to Summerwoods - Phase IB (Subdivision).

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

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

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

INSURANCE COMPANY SIGNATURE FORM

FOR: Summerwoods - Phase IB
(Name of Project)

BOND NO. LICX1177626

SIGNED AND SEALED this 1st day of August, 20 19

Lexon Insurance Company

Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

10002 Shelbyville Road, Suite 100

Address

Louisville KY 40223

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of August, 2019, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:

Sandra L. Fusinetti
Notary Public

Sandra L. Fusinetti
Print Name of Notary

Commission No. 549253 My Commission Expires: February 13, 2020

DEVELOPER SIGNATURE FORM

FOR: Summerwoods - Phase IB
BOND NO. LICX1177626

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness
JARED LYBERT
Type or Print Name
[Signature]
Witness
TROY E. SIMPSON
Type or Print Name

VK Summerwoods LLC
a Delaware limited liability company
Developer

BY: [Signature]
Signature
[Signature]
Type or Print Name
its Authorized Signatory

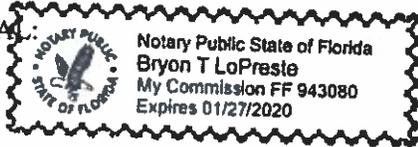
Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street
Postal Address
Delray Beach FL 33444
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2019, by JAMES P. HARVEY, as AUTH. SIGNATORY, (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
BRYON T. LOPRESTE
Print Name of Notary

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

MANATEE COUNTY

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

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

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

NOTARY SEAL:

Notary Public

Print Name of Notary

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter 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:

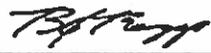
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature 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 22nd day of June, 2018.

LEXON INSURANCE COMPANY



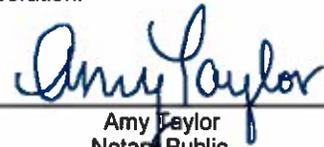
BY 
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs 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
My Commission Expires 5-9-2023

BY 
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 1st Day of August, 2019



BY 
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."

Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer
2. Final Lift of Asphalt

**AGREEMENT FOR PRIVATE
SUBDIVISION IMPROVEMENTS
Summerwoods Phase IB**

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 VK Summerwoods, 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 **Summerwoods Phase IB PLN1905-0096**; 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

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

Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer

2. Final Lift of Asphalt

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 PLN1905-0096 (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 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

Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer

2. Final Lift of Asphalt

Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

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

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

Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer

2. Final Lift of Asphalt

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 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

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

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

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

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

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

1.13 No Limitation of Liability. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse

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to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be constructed 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.

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Article IV

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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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 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: VK Summerwoods, LLC
105 NE 1st Street
Delray Beach, FL 33444
Attention: James P. Harvey
Facsimile: (561)682-1050

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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1. General Conditions, Earthwork, Paving, Storm Sewer
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WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

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

By: Board of County Commissioners

By: _____
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

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

NOTARY PUBLIC Signature

Printed Name

Summerwoods Phase IB – Private Project w/Private Improvement

- 1. General Conditions, Earthwork, Paving, Storm Sewer
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(DEVELOPER)

Signed, sealed and delivered in the presence of Witnesses:

[Signature]
 Print name: JARED LYBDEAR

[Signature]
 Print name: TROY E. SIMPSON

VK Summerwoods, LLC
a Delaware Limited Liability Company

By: [Signature]
Print Name: JAMES P. HARVEY
as its: Authorized Signatory

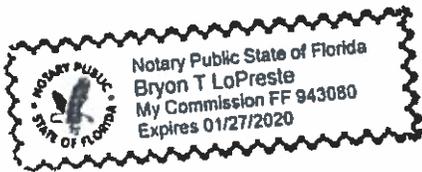
105 NE 1st Street
 Postal Address
Delray Beach FL 33444
 City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of AUGUST, 2019, by JAMES P. HARVEY as Auth. Signatory [name and title of signatory] of VK SUMMERWOODS LLC [name of company signing], a DELAWARE [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.

[Signature]
 NOTARY PUBLIC Signature
BRYON T. LOPRESTE
 Printed Name



Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer
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EXHIBIT "A"
DESCRIPTION OF PROPERTY

DESCRIPTION: A portion of SUMMERWOODS - PHASE IA, according to the plat thereof, as recorded in Plat Book 64, Pages 62 through 78, inclusive, of the Public Records of Manatee County, Florida, being a portion of public right-of-way, and being more particularly described as follows:

BEGIN at the Northeast corner of TRACT "F-IB-4" of said SUMMERWOODS - PHASE IA, run thence along the Easterly boundary of said TRACT "F-IB-4", S.00°10'54"E., a distance of 924.49 feet to the Southerly boundary thereof; thence along said Southerly boundary the following eleven (11) courses: 1) S.89°49'04"W., a distance of 75.06 feet; 2) Northwesterly, 158.35 feet along the arc of a non-tangent curve to the left having a radius of 455.00 feet and a central angle of 19°56'25" (chord bearing N.36°50'03"W., 157.55 feet); 3) S.43°11'45"W., a distance of 130.00 feet; 4) Northwesterly, 57.31 feet along the arc of a non-tangent curve to the left having a radius of 325.00 feet and a central angle of 10°06'15" (chord bearing N.51°51'22"W., 57.24 feet); 5) N.56°54'30"W., a distance of 132.88 feet; 6) S.33°05'30"W., a distance of 50.00 feet; 7) Westerly, 36.06 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 82°38'03" (chord bearing S.81°46'29"W., 33.01 feet); 8) Southwesterly, 98.91 feet along the arc of a reverse curve to the right having a radius of 365.00 feet and a central angle of 15°31'34" (chord bearing S.48°13'14"W., 98.61 feet); 9) S.34°00'59"E., a distance of 33.46 feet; 10) S.56°54'30"E., a distance of 103.03 feet; 11) Westerly, 446.47 feet along the arc of a non-tangent curve to the right having a radius of 495.00 feet and a central angle of 51°40'44" (chord bearing S.77°10'45"W., 431.49 feet); thence S.84°38'56"W., a distance of 1148.11 feet to the Easternmost corner of TRACT "F-IB-2" of said SUMMERWOODS - PHASE IA; thence along the Southerly and Westerly boundary of said TRACT "F-IB-2" the following three (3) courses: 1) S.57°20'04"W., a distance of 120.45 feet; 2) Southwesterly, 365.35 feet along the arc of a tangent curve to the right having a radius of 1640.00 feet and a central angle of 12°45'51" (chord bearing S.63°43'00"W., 364.60 feet); 3) N.19°54'05"W., a distance of 280.00 feet; N.09°55'04"W., a distance of 711.91 feet to the Southwest corner of TRACT "F-IB-1" of SUMMERWOODS - PHASE IA; thence along the Westerly boundary of said TRACT "F-IB-1" the following twenty-four (24) courses: 1) N.11°00'55"W., a distance of 42.09 feet; 2) Northerly, 9.57 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 18°16'52" (chord bearing N.20°09'21"W., 9.53 feet); 3) N.29°17'47"W., a distance of 35.51 feet; 4) Northwesterly, 11.76 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 22°28'09" (chord bearing N.40°31'52"W., 11.69 feet); 5) N.51°45'56"W., a distance of 25.43 feet; 6) Northwesterly, 8.84 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 16°52'39" (chord bearing N.60°12'16"W., 8.81 feet); 7) N.68°38'35"W., a distance of 41.93 feet; 8) N.66°36'00"W., a distance of 22.78 feet; 9) N.22°44'08"E., a distance of 49.48 feet; 10) Northerly, 12.64 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 24°08'07" (chord bearing N.10°40'04"E., 12.54 feet); 11) N.01°24'00"W., a distance of 51.27 feet; 12) N.38°41'55"E., a distance of 50.83 feet; 13) Northeasterly, 9.96 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 19°01'48" (chord bearing N.29°11'01"E., 9.92 feet); 14) N.19°40'07"E., a distance of 60.88 feet; 15) Northerly, 23.49 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 44°51'52" (chord bearing N.02°45'49"W., 22.90 feet); 16) N.25°11'45"W., a distance of 14.11 feet; 17) N.44°30'37"E., a distance of 5.46 feet; 18) N.52°32'15"E., a distance of 71.87 feet; 19) Northeasterly, 19.92 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 38°02'55" (chord bearing N.33°30'48"E., 19.56 feet); 20) N.14°29'20"E., a distance of 29.69 feet; 21) Northerly, 9.26 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 17°41'13" (chord bearing N.05°38'43"E., 9.22 feet); 22)

N.03°11'53"W., a distance of 47.36 feet; 23) Northerly, 12.10 feet along the arc of a tangent curve to the left having a radius of 30.00 feet and a central angle of 23°06'29" (chord bearing N.14°45'08"W., 12.02 feet); 24) N.26°18'22"W., a distance of 12.69 feet to the Northwest corner of said TRACT "F-IB-1"; thence along the Northerly boundary of said TRACT "F-IB-1", Easterly, 378.85 feet along the arc of a non-tangent curve to the left having a radius of 2989.93 feet and a central angle of 07°15'35" (chord bearing S.80°14'51"E., 378.59 feet) to the Northeast corner thereof; thence S.88°14'55"E., a distance of 809.48 feet to the Northwest corner of TRACT "F-IB-3" of SUMMERWOODS - PHASE IA; thence along the Northerly boundary of said TRACT "F-IB-3", S.89°08'28"E., a distance of 429.53 feet to the Northeast corner thereof; thence S.89°08'28"E., a distance of 1023.84 feet to the POINT OF BEGINNING.

LESS & EXCEPT

DESCRIPTION: A portion of SUMMERWOODS - PHASE IA, according to the plat thereof, as recorded in Plat Book 64, Pages 62 through 78, inclusive, of the Public Records of Manatee County, Florida, being a portion of public right-of-way, and being more particularly described as follows:

BEGIN at the Northeast corner of TRACT "F-IB-1" of said SUMMERWOODS - PHASE IA, run thence S.88°14'55"E., a distance of 809.48 feet to the Northwest corner of TRACT "F-IB-3" of said SUMMERWOODS - PHASE IA; thence the Westerly, Southerly and Easterly boundary of said TRACT "F-IB-3" the following twenty (20) courses: 1) S.00°26'14"E., a distance of 457.21 feet; 2) Southerly, 11.05 feet along the arc of a tangent curve to the left having a radius of 485.00 feet and a central angle of 01°18'19" (chord bearing S.01°05'24"E., 11.05 feet); 3) S.01°44'34"E., a distance of 76.40 feet; 4) Southerly, 11.73 feet along the arc of a tangent curve to the right having a radius of 515.00 feet and a central angle of 01°18'19" (chord bearing S.01°05'24"E., 11.73 feet); 5) S.00°26'14"E., a distance of 83.66 feet; 6) N.89°33'46"E., a distance of 140.79 feet; 7) S.81°10'10"E., a distance of 155.00 feet; 8) S.08°49'50"W., a distance of 19.52 feet; 9) S.81°10'10"E., a distance of 169.50 feet; 10) N.08°49'50"E., a distance of 188.74 feet; 11) N.03°00'45"E., a distance of 135.74 feet; 12) N.08°37'26"W., a distance of 135.74 feet; 13) N.14°26'31"W., a distance of 52.79 feet; 14) N.03°42'40"E., a distance of 54.30 feet; 15) N.22°46'46"W., a distance of 22.86 feet; 16) Northwesterly, 0.40 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 00°45'27" (chord bearing N.22°24'02"W., 0.40 feet); 17) N.22°01'19"W., a distance of 44.13 feet; 18) N.23°38'42"W., a distance of 50.21 feet; 19) Northerly, 26.20 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 50°02'17" (chord bearing N.01°22'26"E., 25.38 feet); 20) N.26°23'34"E., a distance of 7.05 feet to the Northeast corner thereof; thence S.89°08'28"E., a distance of 871.04 feet; thence Southerly, 230.79 feet along the arc of a non-tangent curve to the right having a radius of 189.00 feet and a central angle of 69°57'56" (chord bearing S.16°53'02"W., 216.72 feet); thence Southerly, 119.21 feet along the arc of a reverse curve to the left having a radius of 90.00 feet and a central angle of 75°53'23" (chord bearing S.13°55'18"W., 110.68 feet); thence Southerly, 196.45 feet along the arc of a reverse curve to the right having a radius of 380.00 feet and a central angle of 29°37'15" (chord bearing S.09°12'46"E., 194.27 feet); thence N.84°24'09"W., a distance of 130.00 feet; thence N.85°45'24"W., a distance of 50.02 feet; thence N.84°03'49"W., a distance of 148.25 feet to a point on the Westerly boundary of TRACT "F-IB-4" of said SUMMERWOODS - PHASE IA; thence along said Westerly boundary the following twenty-one (21) courses: 1) S.00°03'05"W., a distance of 35.49 feet; 2) Southerly, 23.27 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 44°26'14" (chord bearing S.22°16'11"W., 22.69 feet); 3) S.44°29'18"W., a distance of 35.34 feet; 4) S.27°26'34"W., a distance of 15.01 feet; 5) S.18°31'33"E., a distance of 19.81 feet; 6) Southerly, 28.85

feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 55°06'31" (chord bearing S.09°01'43"W., 27.76 feet); 7) S.36°34'58"W., a distance of 39.73 feet; 8) S.17°59'09"W., a distance of 25.59 feet; 9) Southwesterly, 6.22 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 11°53'08" (chord bearing S.23°55'43"W., 6.21 feet); 10) S.29°52'17"W., a distance of 48.21 feet; 11) Southwesterly, 7.26 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 13°52'02" (chord bearing S.36°48'19"W., 7.24 feet); 12) S.43°44'20"W., a distance of 39.29 feet; 13) Southwesterly, 19.84 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 37°53'10" (chord bearing S.62°40'55"W., 19.48 feet); 14) S.81°37'30"W., a distance of 49.01 feet; 15) Westerly, 3.99 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 07°36'40" (chord bearing S.85°25'50"W., 3.98 feet); 16) S.89°14'10"W., a distance of 46.20 feet; 17) Westerly, 13.92 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 26°34'50" (chord bearing N.77°28'25"W., 13.79 feet); 18) N.68°10'10"W., a distance of 27.72 feet; 19) S.24°03'55"W., a distance of 189.62 feet; 20) Easterly, 89.21 feet along the arc of a non-tangent curve to the left having a radius of 365.00 feet and a central angle of 14°00'13" (chord bearing S.72°56'11"E., 88.99 feet); 21) S.21°13'45"W., a distance of 131.84 feet; thence S.84°38'56"W., a distance of 1148.11 feet to the Easternmost corner of TRACT "F-IB-2" of said SUMMERWOODS - PHASE IA; thence along the Easterly and Northerly boundary of said TRACT "F-IB-2" the following five (5) courses: 1) N.32°39'56"W., a distance of 140.00 feet; 2) N.57°20'04"E., a distance of 7.13 feet; 3) N.32°39'56"W., a distance of 140.00 feet; 4) S.57°20'04"W., a distance of 127.59 feet; 5) Southwesterly, 302.98 feet along the arc of a tangent curve to the right having a radius of 1360.00 feet and a central angle of 12°45'51" (chord bearing S.63°43'00"W., 302.35 feet); thence N.09°55'04"W., a distance of 711.91 feet to the Southwest corner of TRACT "F-IB-1" of said SUMMERWOODS - PHASE IA; thence along the Southerly and Easterly boundary of said TRACT "F-IB-1" the following nine (9) courses: 1) S.82°31'42"E., a distance of 98.11 feet; 2) S.67°56'47"E., a distance of 115.00 feet; 3) Northerly, 22.80 feet along the arc of a non-tangent curve to the left having a radius of 390.00 feet and a central angle of 03°20'56" (chord bearing N.20°22'45"E., 22.79 feet); 4) N.81°02'54"E., a distance of 40.88 feet; 5) N.04°07'17"E., a distance of 232.96 feet; 6) Easterly, 83.00 feet along the arc of a non-tangent curve to the left having a radius of 3290.79 feet and a central angle of 01°26'42" (chord bearing S.83°03'48"E., 83.00 feet); 7) N.06°12'50"E., a distance of 140.00 feet; 8) Easterly, 4.48 feet along the arc of a non-tangent curve to the left having a radius of 3150.79 feet and a central angle of 00°04'53" (chord bearing S.83°49'36"E., 4.48 feet); 9) N.06°07'57"E., a distance of 161.15 feet to the POINT OF BEGINNING.

Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer

2. Final Lift of Asphalt

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

	Improvement	Estimated Cost
1	General Conditions, Earthwork, Paving, Storm Sewer	\$767,493.03
2	Final Lift of Asphalt	\$47,881.34
3		
4		
5		
6		

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2. Final Lift of Asphalt

EXHIBIT "B-2"
UTILITY IMPROVEMENTS

	Improvement	Estimated Cost
1		
2		
3		
4		
5		

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1. General Conditions, Earthwork, Paving, Storm Sewer
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**EXHIBIT ‘B-3’
UTILITY IMPROVEMENTS**

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

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Summerwoods Phase IB – Private Project w/Private Improvement

1. General Conditions, Earthwork, Paving, Storm Sewer

2. Final Lift of Asphalt

**EXHIBIT “C”
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond No. LICX1177628 issued through Lexon Insurance Company	\$767,493.03
2	Surety Bond No. LICX1177627 issued through Lexon Insurance Company	\$47,881.34
3		
4		
5		
6		

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. LICX1177628**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Summerwoods LLC 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 \$ 767,493.03 (Numbers) Seven Hundred Sixty-Seven Thousand Four Hundred Ninety-Three and 03/100 (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 Summerwoods - Phase IB (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: Summerwoods - Phase IB

(Name of Project)

BOND NO. LICX1177628

SIGNED AND SEALED this 1st day of August, 20 19

Lexon Insurance Company

Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

10002 Shelbyville Road, Suite 100

Address

Louisville KY 40223

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

Print Name

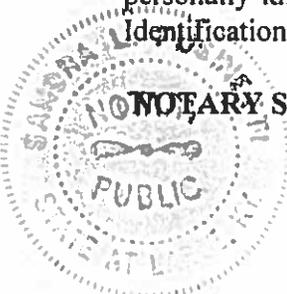
NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of August, 20 19, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.

NOTARY SEAL:



Sandra L. Fusinetti
Notary Public

Sandra L. Fusinetti
Print Name of Notary

Commission No. 549253 My Commission Expires: February 13, 2020

FOR: Summerwoods - Phase IB

BOND NO. LICX1177628

WITNESSES OR CORPORATE SEAL:

[Signature]
Witness

JARED LYBERT
Type or Print Name

[Signature]
Witness

TROY E. SIMBOW
Type or Print Name

VK Summerwoods LLC
a Delaware limited liability company
Developer

BY: [Signature]
Signature

Type or Print Name
its Authorized Signatory

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

105 NE 1st Street

Postal Address

Delray Beach FL 33444

City State Zip

NOTARY ACKNOWLEDGMENT

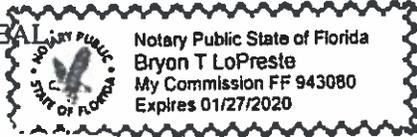
STATE OF: FLORIDA

COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22nd day of AUGUST, 2019,
by JAMES P. HARVEY, as Auth. Signatory, (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

Bryon T. LoPRESTE

Print Name of Notary

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

MANATEE COUNTY

A political subdivision of the State of Florida

By: Board of County Commissioners

By: _____

County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: _____

COUNTY OF: _____

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

NOTARY SEAL:

Notary Public

Print Name of Notary

POWER OF ATTORNEY

11078

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter 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 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs 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
My Commission Expires 5-9-2023

BY Amy Taylor
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 1st Day of August, 20 19.



BY Andrew Smith
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."

SURETY BOND
FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS
(Attachment "B") **BOND NO. LICX1177627**

KNOW ALL MEN BY THESE PRESENT:

That the Developer, VK Summerwoods LLC 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 \$ 47,881.34 (Numbers) Forty-Seven Thousand Eight Hundred Eighty-One and 34/100 (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 Summerwoods - Phase IB (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: Summerwoods - Phase IB

(Name of Project)

BOND NO. LICX1177627

SIGNED AND SEALED this 1st day of August, 20 19

Lexon Insurance Company

Surety Company Name

By: [Signature]

Signature - As its Agent

Brook T. Smith, Attorney-in-Fact

Print Name & Title

10002 Shelbyville Road, Suite 100

Address

Louisville KY 40223

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

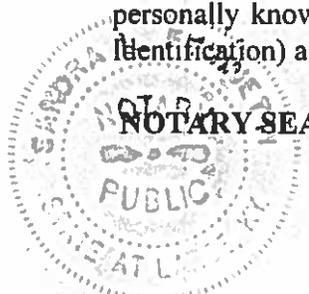
Print Name

NOTARY ACKNOWLEDGMENT

STATE OF: Kentucky

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 1st day of August, 2019, by Brook T. Smith as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced personally known (Type of Identification) as identification.



NOTARY SEAL:

Sandra L. Fusinetti

Notary Public

Sandra L. Fusinetti

Print Name of Notary

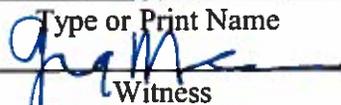
Commission No. 549253 My Commission Expires: February 13, 2020

DEVELOPER SIGNATURE FORM

WITNESSES OR CORPORATE SEAL:



 Witness
JARED LYBBERT

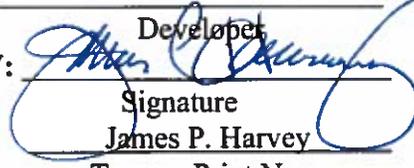
 Type or Print Name


 Witness
GREG MEATH

 Type or Print Name

FOR: Summerwoods - Phase IB
 BOND NO. LICX1177627

VK Summerwoods LLC
 a Delaware limited liability company

BY: 

 Developer
 Signature
James P. Harvey

 Type or Print Name
its Authorized Signatory

Title (If attorney-in-fact Attach Power of Attorney)
105 NE 1st Street

 Postal Address
Delray Beach FL 33444

 City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
 COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2019, by JAMES P. HARVEY as AUTHORIZED SIGNATORY, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:





 Notary Public
Bryon T. LoPreste

 Print Name of Notary

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

MANATEE COUNTY

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

NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA
 COUNTY OF: MANATEE

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

NOTARY SEAL:

 Notary Public

 Print Name of Notary

POWER OF ATTORNEY

11078

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter 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 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs 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
My Commission Expires 5-9-2023

BY Amy Taylor
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 1st Day of August, 2019.



BY Andrew Smith
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."