MEMORANDUM

To: Cheri Coryea
    County Administrator

Thru: Chad Butzow, Interim Director
       Public Works Department

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

Date: June 18, 2019

Subject: GENOA AT THE LAKE CLUB
         (MAJOR EARTHMOVING PROJECT)
         ACCEPT AGREEMENT FOR PERFORMANCE SECURITY
         ACCEPT SURETY BOND

The Landowner, SD TLC Holdings, LLC, is requesting that Manatee County accept for County maintenance haul route restoration improvements associated with this project. The landowner has provided the Agreement in Conjunction with Surety Bonds as security insuring Compliance with Haul Route Restoration which warranties these improvements for one (1) year from County Administrator acceptance. The developer has provided all necessary documentation required for public improvements in order for acceptance by Manatee County. A Bill of Sale is not required for this acceptance. We therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Accept and Execute** Agreement in Conjunction with Surety Bonds as security insuring Compliance with Haul Route Restoration warranting the performance portion of this agreement securing haul route restoration improvements;

- **Accept and Execute** Surety Bond in conjunction with the above referenced agreement;
  - **Surety Bond No.** LICX1166920 issued through Lexon Insurance Company;
  - **Amount** of Performance Security $321,852.27;


Instructions to Board Records
Copies of release request to: Julie Jensvold (julie.jensvold@manateeclerk.com), Danielle Heaton (danielle.heaton@manateeclerk.com), Robin Hamilton (robin.hamilton@manateeclerk.com), Keith Gelder (kgelder@stockdevelopment.com), and Brandy Wilkins (brandy.wilkins@mymanatee.org).

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

By: [Signature]
County Administrator, per R-14-86

cc: Records Management
    Chad Butzow, Interim Director, Public Works Department
    Keith Gelder, Stock Development

Attachments
AGREEMENT IN CONJUNCTION WITH SURETY BOND(S) AS SECURITY INSURING COMPLIANCE WITH HAUL ROUTE RESTORATION

This Agreement ("Agreement") is entered into as of April __, 2019, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the "County"), SD TLC Holdings, LLC, a Florida limited liability company (hereinafter, the "Landowner").

RECITALS

WHEREAS, Landowner 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, Landowner desires to haul excess fill material in connection with a previously-approved residential excavation on the Property, pursuant to Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the "Code"); and,

WHEREAS, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Code to regulate such operations; and

WHEREAS, the Landowner and Operator as part of its compliance with Section 702 of the Code desires to enter into this Agreement; and

WHEREAS, pursuant to Section 702 of the Code, the Landowner has tendered to the County one or more performance securities, more specifically described in Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter, individually a "Performance Security", and collectively the "Performance Securities"); and

WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County and Landowner agree as follows:

Article I

HAUL ROUTE RESTORATION

1.1 [INTENTIONALLY DELETED]

1.2 Haul Route Restoration. The Landowner shall complete any required repair and/or restoration of the haul route ("Haul Route") occasioned by Landowner’s hauling activities hereunder in accordance with the requirements of this Agreement and the Code (the "Haul Route Restoration").

1.3 No County Obligation for Restoration. The County shall not be required or obligated in any way to construct, or participate in any way in the Haul Route Restoration. The County shall not be required or obligated to maintain the Haul Route unless and until the County accepts the Haul Route Restoration 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 maintenance and restoration of the Haul Route of any nature whatsoever excepting expenses necessary to maintain Haul Route once accepted by the County.
1.4 Completion of Haul Route Restoration; Draws on Performance Securities. The Landowner shall complete the Haul Route Restoration according to County specifications and the requirements of the Code. Should the Landowner fail or refuse to complete any requirement of the Haul Route Restoration along said Haul Route in a timely manner and in accordance with the Code, the County standards, the County, after thirty (30) days written notice to the Landowner, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of the Haul Route Restoration, and use the proceeds to complete the Haul Route Restoration, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its reasonable discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable to assess the cost of completing the Haul Route Restoration 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 Landowner, for itself, its successors and assigns, hereby grants a temporary license for access over the Property as may be reasonably necessary to allow the County to complete the Haul Route Restoration.

1.5 Maintenance; Defects. Upon completion of the Haul Route Restoration, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the public right-of-way; provided that all such Haul Route Restoration shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such right-of-way caused by the Haul Route Restoration which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 910 of the Code (hereinafter, individually a “Defect Security”, and collectively the “Defect Securities”). Should the Landowner fail or refuse to correct any defect in the public right-of-way caused by the Haul Route Restoration, 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 public right-of-way caused by the Haul Route Restoration. 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 public right-of-way caused by the Haul Route Restoration, the County is hereby authorized to assess the cost of correcting defects in the public right-of-way caused by the Haul Route Restoration against the 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.

1.6 Right to Withhold Approvals. Failure of the Landowner to complete the Haul Route Restoration, or to correct defects in public right-of-way caused by the Haul Route Restoration during the three-year period specified in Section 1.5, or to perform the Haul Route Restoration in accordance with the requirements of the Code, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further phases or development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the Property. Upon default, no further County permits or approval shall be granted for the Property until adequate progress toward completion of the remaining Haul Route Restoration is shown as determined by the County Engineer.

1.7 Specifications. The Haul Route Restoration shall be performed 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 water resources, wetlands, property rights, road systems and drainage systems external to the Property. The design and function of the Property, as approved on the County-approved earthmoving site plan, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.
1.8 **Indemnification.** The Landowner shall indemnify, defend and hold the County harmless from and against all losses, damage actions, 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 Haul Route Restoration and/or the hauling activities conducted on the Haul Route.

1.9 **Recordation.** Agreement to Run with Land. This Agreement shall be recorded at the Landowner’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 written request of the Landowner and as the Landowner completes item(s) of Haul Route Restoration that represent at least twenty-five percent (25%) of the total obligation secured under this Agreement, or the total Haul Route Restoration, and upon determination by the County that same item(s) are complete and in compliance with the Code, and County standards, then the County shall, within thirty (30) days of said acceptance, reduce the stated amount of the security held to an amount equal to the incomplete item(s), provided that the County shall not be required to make such a reduction more than once in each calendar year of this Agreement.

1.11 **No Limitation of Liability.** The Landowner agree that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with the Haul Route Restoration, and correcting defects in the Haul Route Restoration, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Landowner fail or refuse to complete the Haul Route Restoration, and correct defects in the Haul Route Restoration, 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 Landowner, including specific performance, to which the Landowner hereby agrees.

1.12 **Exchange and Adjustment of Securities.** Subject to and in accordance with Section 910, Landowner 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) 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 Landowner 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 910 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 910 of the Code to exercise the County’s rights to draw upon a Performance Security or Defect Security to assure proper completion of the Haul Route Restoration, and correction of any defects in the Haul Route Restoration.

**Article II**

**TERMS 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 Landowner’s obligations hereunder, as evidenced by a release executed pursuant to Section 1.10 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 Landowner 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 the Florida law for enforcement hereof.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and Landowner 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. Landowner 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 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 the 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.

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

4.7 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.

4.8 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.

4.9 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 Dept.  
              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, FL 34205  
               Attention: County Attorney  
               Facsimile: (941) 749-3089  

If to Landowner:  SD TLC Holdings, LLC  
                   Attn: Keith Gelder  
                   2639 Professional Circle, Suite 101  
                   Naples, FL 34119  
                   email: kgelder@stockdevelopment.com  

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]
WHEREFORE, the County and Landowner have executed this Agreement as of the date and year first above written.

MANATEE County, a political Subdivision of the State of Florida
By: Board of County Commissioners
By: [Signature]
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 1 day of June, 2019, by [Signature] (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced [Identification] as identification.

[Notary Public Seal]
MARIANNE LOPATA
Notary Public - State of Florida
Commission # FF245219
My Comm. Expires Jun 29, 2019
Bonded through National Notary Assn

[Printed Name]
MARIANNE LOPATA
NOTARY PUBLIC
Signed, sealed and delivered in the presence of Witnesses.

SD TLC Holdings, LLC
a Florida limited liability company

By: Brian Stock
Print Name: Brian Stock

2639 Professional Circle, Suite 101
Postal Address
Naples, FL 34119
City State Zip

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8th day of May, 2019, by Brian K. Stock, as Manager of SD TLC Holdings, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced as identification.

JUDITH M SEALE
Notary Public - State of Florida
Commission # GG 027265
My Comm. Expires Sep 28, 2020
Bonded through National Notary Assn.

NOTARY PUBLIC Signature

Printed Name
EXHIBIT “A”

DESCRIPTION OF PROPERTY

COMMENCE AT THE SOUTHEAST CORNER OF “LAKE CLUB PHASE I”, A SUBDIVISION, AS RECORDED IN PLAT BOOK 47, PAGES 21 THROUGH 58, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THERE RUN THE FOLLOWING FIVE (5) COURSES ALONG THE EASTERLY PLATTED LINE OF SAID “LAKE CLUB PHASE I”: RUN (1) N03°37’27”W, 873.53 FT.; (2) THENCE N63°40’35”E, 788.70 FT.; (3) THENCE N03°35’00”E, 317.88 FT.; (4) THENCE N07°54’14”E, A DISTANCE OF 560.53 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N07°54’14”E, A DISTANCE OF 800.00 FT.; (5) THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°53’52”, A DISTANCE OF 333.68 FT. TO THE INTERSECTION WITH THE SOUTHEAST CORNER OF “LAKE CLUB PHASE II”, A SUBDIVISION, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 27, SAID PUBLIC RECORDS; THERE RUN THE FOLLOWING TWELVE (12) COURSES ALONG THE EASTERLY PLATTED LINE OF SAID “LAKE CLUB PHASE II”: RUN (1) N43°43’06”E, 523.55 FT.; (2) THENCE N05°50’45”E, 342.72 FT.; (3) THENCE N41°32’56”W, 286.08 FT.; (4) THENCE N08°33’33”W, 412.92 FT.; (5) THENCE S87°00’53”W, 210.41 FT.; (6) THENCE N03°43’27”W, 20.38 FT.; (7) THENCE N04°27’47”W, 209.13 FT.; (8) THENCE S85°32’13”W, 80.00 FT.; (9) THENCE N04°27’47”W, 232.05 FT.; (10) THENCE N60°06’02”W, 402.74 FT.; (11) THENCE N22°59’38”W, 1668.93 FT.; (12) THENCE N04°06’14”E, A DISTANCE OF 64.91 FT. TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF MASTERS AVENUE, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2391, PAGE 1937, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S04°06’14”W, A DISTANCE OF 2800.00 FT.; THERE RUN SOUTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°14’01”, A DISTANCE OF 206.89 FT. TO THE SOUTHEAST CORNER OF SAID MASTERS AVENUE, SAME BEING THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2492, PAGE 1003, SAID PUBLIC RECORDS; RUN THE FOLLOWING FOUR (4) COURSES ALONG THE SOUTHERLY LINE OF SAID CERTAIN PARCEL: (1) CONTINUE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°51’51”, A DISTANCE OF 433.18 FT. TO THE P.T. (POINT OF TANGENCY) OF SAID CURVE; (2) THENCE S72°47’54”E, A DISTANCE OF 1139.89 FT. TO THE P.C. (POINT OF CURVATURE) OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3060.00 FT.; (3) THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°21’44”, A DISTANCE OF 1674.96 FT. TO THE P.T. OF SAID CURVE; (4) THENCE N75°50’22”E, A DISTANCE OF 455.24 FT.; THENCE S40°41’02”E, 838.22 FT.; THENCE S00°01’28”W, 3162.12 FT.; THENCE S30°23’34”W, 365.46 FT.; THENCE S00°01’28”W, A DISTANCE OF 1100.00 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF UNIVERSITY PARKWAY, A 200 FT. WIDE PUBLIC RIGHT-OF-WAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2270, PAGE 944, SAID PUBLIC RECORDS, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S04°04’52”E, A DISTANCE OF 2404.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°57’22”, A DISTANCE OF 124.03 FT. TO THE P.T. OF SAID CURVE; THENCE S82°57’46”W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1478.53 FT. TO THE INTERSECTION WITH THE COUNTY LINE, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF UNIVERSITY PARKWAY, A 200 FT. WIDE PUBLIC RIGHT-OF-WAY, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS INSTRUMENT 2008098788, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE CONTINUE S82°57’46”W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 858.94 FT. TO THE P.C. OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 2204.00 FT.; THENCE RUN NORTHWESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF
26°03’42", A DISTANCE OF 1002.50 FT. TO THE P.T. OF SAID CURVE; THENCE N70°58’32”W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 6.87 FT. TO THE INTERSECTION WITH AFORESAID COUNTY LINE, SAID POINT LYING ON SOUTHERLY LINE OF AFORESAID “LAKE CLUB PHASE I”; THENCE S89°58’32”E, ALONG SAID COUNTY LINE AND SAID SOUTHERLY LINE OF “LAKE CLUB, PHASE I”, A DISTANCE OF 6.34 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 35 AND 36, TOWNSHIP 35 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA AND SECTION 2, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA.
EXHIBIT “B”
ENGINEER’S COST ESTIMATES
March 18, 2019

Opinion of Probable Cost for Lake Club Phase IV Dirt Hauling

This Opinion of Probable Cost is for the Maintenance and Repair of a 9,150 LF section of University Parkway that will be used as a haul route.

A. The length of the haul route is 10,000’ – 850’ currently requiring repair = 9,150’. Utilizing a 16’ wide width and a cost of $15.22 / SY the total cost would be $247,578.67.

B. Per Manatee County LDC Section 702.6.g., a Surety Bond of 130% of the total base cost estimate is typically posted with Manatee County.

Therefore, the total Haul Route Restoration Repair bond amount is calculated as follows:

Total Haul Route Restoration Repair Surety Bond Amount = A x B = (247,578.67 x 1.30) = $321,852.27.

Prepared by:

John R. Foley, P.E. #38630
FOLEY/KOLARIK, INC.
EXHIBIT “C”

PERFORMANCE SECURITIES

<table>
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<tr>
<td>Surety Bond No. LICX1166920 for Haul Route Restoration</td>
<td>$321,852.27</td>
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SURETY BOND
FOR PERFORMANCE OF REQUIRED IMPROVEMENTS
(Attachment "A")

KNOW ALL MEN BY THESE PRESENT:

That the Developer, __SD TLC Holdings, 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
$ 321,852.27 (Numbers) Three Hundred Twenty-One Thousand Eight Hundred Fifty-Two and 27/100
(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 Genoa at The Lake Club ____________ (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: Genoa at The Lake Club - Major Earthmoving
   (Name of Project)

BOND NO. LICX1166920

SIGNED AND SEALED this 10th day of May, 2019

Lexon Insurance Company
Surety Company Name

By: [Signature]
Signature - As its Agent

Sandra L. Fusinetti
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 10th day of May, 2019, by Sandra L. Fusinetti as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:

[Signature]
Notary Public

Theresa Pickerell
Print Name of Notary

Commission No. 54664 My Commission Expires: October 26, 2019
DEVELOPER SIGNATURE FORM

FOR: Genoa at the Lake Club - Major Earthmoving
BOND NO. LICX1166920
SD TLC Holdings, LLC
BY: Brian Stock

WITNESSES OR CORPORATE SEAL:

Witness
Keith Gold
Type or Print Name

Witness
Julie Malse
Type or Print Name

Witness
Judith Markle
Type or Print Name

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

Postal Address

City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee
The foregoing instrument was acknowledged before me this 13th day of May, 2019, by Brian Stock, as Developer and who is personally known to me or who has produced a proper form of identification as identification.

Judith Markle
Notary Public
Manatee County, Florida

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: Cheri Corsey
Acting County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee
The foregoing instrument was acknowledged before me this 7 day of June, 2019, by Cheri Corsey, Acting 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.

Marianne LoPata
Notary Public
Manatee County, Florida

Print Name of Notary

Page 3 of 3
POWER OF ATTORNEY

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: Brock T. Smith, Raymond M. Hundley, Jason D. Cronwell, James H. Martin, Barbara Duncan, Sandra L. Fusienni, 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 07-08-19

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 10th Day of May, 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."