

For: Forest Creek, Ph IIB, Subph B
(Name of Project)
Final Lift of Asphalt

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

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

WHEREAS, FOREST CREEK ASSOCIATES, LLC (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **FOREST CREEK, PHASE IIB, SUBPHASE B** (Project), the legal description for which is more particularly described in Exhibit "A", already on file with the Clerk of the Circuit Court; and

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

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

WHEREAS, the Developer desires to obtain approval of the Project prior to installation of the Required Improvements.

WHEREAS, the developer has submitted a cost estimate certificate by the Engineer of Record to be an accurate reflection of the cost to complete the remaining Required Improvements, and the Surety Bond referred to below is in an amount which represents at least 200% of that estimated cost with a 3% administrative fee; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

(Pvt Impv Agree)

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1. That the Developer, in consideration of the County's approval of the proposed Project, and for other valuable consideration, hereby agrees to duly construct and complete the Required Improvements and to otherwise comply fully with the Land Development Code, any conditions of the Project's approval, and all other applicable regulations, requirements and agreements.
2. Developer and BOND SAFEGUARD INSURANCE COMPANY, a Surety Company duly authorized to transact business in the State of Florida (Surety) are held and firmly bound unto the County as obligee/owner in the amount of SIXTEEN THOUSAND EIGHT HUNDRED TWENTY-FOUR & 11/100 Dollars (words) \$16,824.11 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 5039466, dated JULY 28, 2011 with BOND SAFEGUARD INSURANCE COMPANY, and VERIFICATION CERTIFICATE dated JULY 24, 2014 in the amount of SIXTEEN THOUSAND EIGHT HUNDRED TWENTY-FOUR & 11/100 Dollars (words) \$16,824.11 (numbers). Said Bond shall not expire until the Required Improvements guaranteed by this Bond has been accepted by the County.
3. That in consideration of the foregoing, it is hereby mutually AGREED as follows:
 - (a) The Developer shall complete to the satisfaction of the County all Required Improvements on or before the 23RD day of AUGUST, 2015 in accordance with the construction drawings or any amendments thereto approved by the County, and unless the County elects to proceed in accordance with Paragraph (b) below, the Surety, upon thirty (30) days written notice of the default from the County will cause to be completed the Required Improvements pay all costs, thereof, including without limitation all engineering, legal and contingent costs.
 - (b) In the event the Developer should fail or refuse to fulfill within the time specified its obligations under this Agreement, the County, at its option, shall have the right to enter upon that portion of the Project property, as determined necessary by the County and take all actions required to construct and complete, or cause to be constructed the Required Improvements. In the event the County should exercise such right, the County shall have the unqualified right to draw funds for the purpose of construction and completing the Required Improvements, or causing the same to be done, and for paying costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the terms of the Surety Bond. The Developer shall indemnify and save harmless the County against or from all claims, costs, expenses, damages, injury, or loss, either direct or consequential, including without limitation all engineering, legal, and contingent costs which the county may sustain on account of the failure of the Developer to fulfill its obligations as described herein.

(Pvt Impv Agree)

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- (c) The Developer, his successors and assigns, hereby grants a temporary easement over property in the Project as necessary to allow the County to complete the Required Improvements.
 - (d) Should it become necessary for the County to complete the Required Improvements, the Developer hereby appoints the County as its agent for the purposes of using the approvals granted for the required improvements.
4. The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing the Required Improvements for the life of the Project, without regard to the amount of the Surety Bond identified above. Should the Developer fail or refuse to complete the Required Improvements, as required, nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.
 5. The Developer understands and agrees that in the event that the Required Improvements are not constructed or installed in the manner or time consistent with this Agreement, the County shall withhold further permits or approvals for the Project until the Required Improvements have been completed or adequate progress, as determined by the Board of County Commissioners, toward completion of the Required Improvements has been demonstrated.
 6. Upon the County's completion of private improvements, the improvement shall be transferred to the Homeowner's Association or that entity set up in the deed restrictions to be responsible for ongoing maintenance of the improvements. In no event shall public funds be used for the maintenance of private improvements, unless they are dedicated to and accepted by the County.

(Pvt Imp./Surety- Developer is Corp.)

For: Forest Creek, Ph IIB, Subph B

SIGNED AND SEALED this 4 day of August, 2014

WITNESSES:

[Signature]
Witness

Kathy Frey

Type or Print Name

Cathy Collier

Witness

Cathy Collier

Type or Print Name

Forest Creek Associates, LLC

Developer

BY: [Signature]

Signature

James R. Schier

Type or Print Name

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

8210 Lakewood Ranch Blvd.

Postal Address

Lakewood Ranch FL 34202

City State Zip

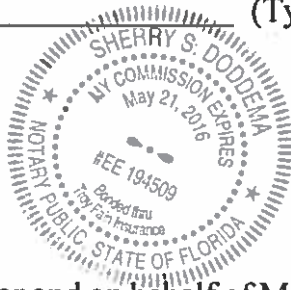
NOTARY ACKNOWLEDGMENT

STATE OF: Florida

COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me this 4th day of August, 2014, by JAMES R. SCHIER, as MANAGER, (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

SHERRY S. DODDEMA

Print Name of Notary

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

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

BY: _____

Chairman

ATTEST: _____ Deputy Clerk

R. B. Shore, Clerk of the Circuit Court