

For: Copperstone Ph II-C
(Name of Project)
Landscape & Irr

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

(Required with a Surety Bond (Attachment "B" on file with the Clerk of Court)
As security guaranteeing completion of Required Improvements, Form No. 8417)

WHEREAS, THE RYLAND GROUP, INC. a Maryland corporation (Developer) has made application to Manatee County, Florida (County), for approval of a proposed subdivision or final site plan identified as **COPPERSTONE PHASE II-C** (Project), the legal description for which is more particularly described in Exhibit "A", on file with the Clerk of 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:

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

(Pvt Impv Agree)

For: Copperstone Ph II-C
(Name of Project)

2. Developer and INTERNATIONAL FIDELITY 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 SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-TWO & 02/100 Dollars (words) \$ 65,852.02 (numbers), and the Developer herewith tenders to the County a Surety Bond, No. 0606964, dated JANUARY 10, 2013, and VERIFICATION CERTIFICATE dated NOVEMBER 18, 2013 with INTERNATIONAL FIDELITY INSURANCE COMPANY, in the amount of SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-TWO & 02/100 Dollars (words) \$ 65,852.02 (numbers), already on file with the Clerk of the Circuit Court. 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 9TH day of APRIL, 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.
 - (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.

(Pvt Impv Agree)

For: Copperstone Ph II-C
(Name of Project)

- (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: Copperstone Ph II-C

SIGNED AND SEALED this 21 day of November, 2013

WITNESSES:

Virginia Spencer
Witness
Virginia Spencer
Type or Print Name
Connie C. Holt
Witness
CONNIE C. HOLT
Type or Print Name

The Ryland Group, Inc.
a Maryland corporation

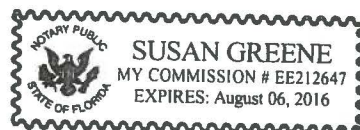
Developer
BY: X. D. Huff
Signature
Kevin D. Huff
Type or Print Name
Assistant Vice-President
Title (If attorney-in-fact Attach Power of Attorney)
9426 Camden Field Parkway
Postal Address
Riverview FL 33578
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Hillsborough

The foregoing instrument was acknowledged before me this 21 day of November, 2013, by KEVIN D. HUFF, as ASSISTANT VICE-PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Susan Greene
Notary Public
Susan Greene
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this 10th day of March, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

BY: Larry Bustle
Chairman

ATTEST: Juanita Rinkhold Deputy Clerk
R. B. Shore, Clerk of the Circuit Court





International Fidelity
INSURANCE COMPANY

International Fidelity Insurance
Company
Los Angeles Regional Office
233 Wilshire Boulevard,
Suite 820
Santa Monica, CA 90401

SURETY BOND VERIFICATION

Bond Number: 0606964

Type of Bond: SURETY BOND

Name of Principal: THE RYLAND GROUP, INC.

Obligee: COUNTY OF MANATEE, STATE OF FLORIDA

Carrier: INTERNATIONAL FIDELITY INSURANCE COMPANY

Effective Date: 1/10/2013

Limit: \$65,852.02

This Bond is continuous with no definite expiration date. Sufficient Premium has been paid to satisfy the requirements of the Carrier for this bond to January 10, 2015.

Signed and sealed this 18TH day of NOVEMBER, 2013 .

By:

Kari Davis, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

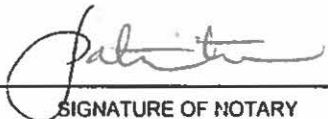
On NOV 18 2013 before me, Patricia Talavera, Notary Public

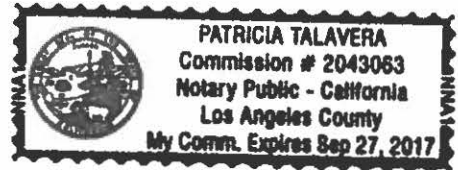
personally appeared, Kari Davis

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY



Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES: _____ DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

Signer's Name _____

☐ INDIVIDUAL

☐ CORPORATE OFFICER

Title(s) _____

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

PATRICIA TALAVERA, JEFFREY STRASSNER, CESAR F. JAVIER, BRENDA WONG,
NATALIE K. TROFIMOFF, TENZER V. CUNNINGHAM, KARI DAVIS

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this NOV 18 2013 day of

MARIA BRANCO, Assistant Secretary

The Ryland Group, Inc.

00230

JPMorgan Chase Bank, N.A

Stub 1 of 1

Check Date: 04/22/14

NO. 00521584

REORDER 901B • U.S. PATENT NO. 5538290, 5575508, 5641183, 5785353, 5984364, 6030000

| INVOICE NO. | DATE | PAYMENT ADVICE | GROSS | DISCOUNT | NET |
|--------------------------------------|----------|----------------|-------|----------|-------|
| 082186002C REC FEE LANDSC | 04/21/14 | | 35.50 | | 35.50 |
| Copperstone Ph. 2C - Landscape/Irrig | | | 35.50 | | 35.50 |

Vendor No. 8778837 Name Manatee County Clerk of C

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

RYLAND

56-1544/441

JPMorgan Chase Bank, N.A
Columbus, OH

NO. 00521584

DATE
04/22/14

AMOUNT
\$*****35.50

PAY THIRTY FIVE AND 50/100 *****

DOLLARS

TO
THE
ORDER
OF
Manatee County Clerk of Court
P.O. Box 25400
Bradenton FL 34206



REQUIRES TWO SIGNATURES FOR \$50,000 OR GREATER

00521584 044115443

936193960

Item 29-32

Greene, Suzi

From: Greene, Suzi
Sent: Wednesday, April 30, 2014 3:44 PM
To: 'jane.oliver@mymanatee.org'; Woodman, John
Cc: *To:* Katzman, Lori; quantana.acevedo@manateeclerk.com; carmen.mosley@mymanatee.org
Subject: RE: COPPERSTONE PROJECTS ON APRIL 22, 2014 AGENDA

Hi Jane ~ Sorry for my delay in response; I was on vacation. I'm sending four Copperstone recording fee checks out tonight for delivery to Quantana (FedEx delivery tomorrow by 10:30am).

Copperstone 2C Required Improvements (water/wastewater/reclaimed) - \$27.00

Copperstone 2C Required Improvements (landscape & irrigation) - \$35.50

Copperstone 2C Required Improvements (paving/drainage/earthwork) - \$35.50

Copperstone 2C Required Improvements (rec amenity bldg. / pool) - \$35.50

Also included in the package will be one check for the Old Mill Preserve Required Improvements (final lift of asphalt) - \$35.50

Thank you.

Thank you!

Suzi Greene – Land Admin
Ryland Homes – Tampa Division
9426 Camden Field Parkway
Riverview, FL 33578
Direct Line: 813-627-6139
sgreene@ryland.com

From: jane.oliver@mymanatee.org [mailto:jane.oliver@mymanatee.org]
Sent: Tuesday, April 29, 2014 8:39 AM
To: Greene, Suzi; Woodman, John
Cc: Katzman, Lori; quantana.acevedo@manateeclerk.com; carmen.mosley@mymanatee.org
Subject: COPPERSTONE PROJECTS ON APRIL 22, 2014 AGENDA

Hi Suzi

I've heard from Board Records the recording fees for Copperstone projects that went on the 4/22/14 agenda haven't been paid as of yet. Would you let me know when those will be paid? When paying by mail please address to:

Quantana Acevedo,
Clerk of Court, Board Records Division
1115 Manatee Avenue West
Bradenton, FL 34205

PLEASE BE SURE TO PUT THE NAME OF THE PROJECT ON THE RECORDING FEES.

Let me know if there's anything I can do to assist in this and when they can expect the money. Thanks!

Jane Oliver, Bond Coordinator
MANATEE COUNTY PUBLIC WORKS DEPT.

May 6, 2014 - Regular Meeting
Agenda Item #32

Subject

Bonds - Copperstone, Phase IIC - Accept Private Extension Agreement, Accept Surety Verification Certificate

Briefings

None

Contact and/or Presenter Information

Carmen Mosley, Sr. Fiscal Services Manager, 708-7450, Ext. 7209

Jane Oliver, Fiscal Analyst, 708-7450, Ext 7613

Action Requested

- Release *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* – Landscape and Irrigation; and
- Accept, Execute, and Record *Required Improvements Agreement and Temporary Construction Easement for Private Improvements* – Landscape and Irrigation, with The Ryland Group, Inc.; and
- Accept Surety Bond No. 0606964 Verification Certificate, in the Amount of \$65,852.02

Enabling/Regulating Authority

N/A

Background Discussion

The developer has requested an extension on the landscape and irrigation which will be privately maintained. The developer has started building the infrastructure for the development and is requesting the extension in order to complete those required improvements. The Public Works Department has reviewed the request and is in agreement with the Developer's request.

This agenda item is to extend the agreement and security to ensure the developer is not in default with the agreement previously provided. Per Resolution R-14-02 adopted March 25, 2014, we will contact the developer to obtain a new Engineer of Record's cost estimate reducing this private improvements agreement to the approved 130%.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

1. Please contact Jane Oliver at Ext. 7613 when all original, executed documents are ready for pickup.
2. Payment for recording fees (\$35.50) to be provided by the developer.

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Copperstone Ph 2C Pvt Ext Agreement.pdf](#)

Attachment: [Copperstone Ph 2C Surety Verification.pdf](#)

From: [Vicki Tessmer](#)
To: [Juanita Reinhold](#)
Subject: FW: RECORDING FEES FOR EXTENSION AGREEMENTS
Date: Friday, May 16, 2014 10:46:44 AM

From: jane.oliver@mymanatee.org [mailto:jane.oliver@mymanatee.org]
Sent: Monday, May 12, 2014 3:43 PM
To: Vicki Tessmer
Cc: Quantana Acevedo; Juanita Reinhold; Robin Liberty; carmen.mosley@mymanatee.org; ron.schulhofer@mymanatee.org
Subject: RECORDING FEES FOR EXTENSION AGREEMENTS

Hi Vicki

After a conversation between Ron Schulhofer and Bill Clague, Bill determined the extension agreements (projects plated before the adoption of R-14-02) would not pay recording fee. Recording fees already paid (Agenda dated April 22nd & May 6) should be returned. I've gone thru both agendas and listed the ones I think this would apply to:

APRIL 22, 2014

Central Park, Subphase A-1b
Central Park, Subphase B2a
Central Park Subphase B2c
Central Park Subphase Caa
Central Park Subphase D1aa
Copperstone Phase IIB (Public)
Copperstone Phase IIB (Private)
Copperstone Phase IIB (Private)

***Esplanade at Lakewood Rch, Ph 2 was not included in the above list. I'm pretty sure Darendia didn't pay those fees until Caleb received the opinion from Bill C.**

MAY 6, 2014

Central Park, Subphase B-2b
Copperstone, Phase 2C (Public)
Copperstone Phase 2C (Private)
Copperstone Phase 2C (Private)
Copperstone Phase 2C (Private)
Greyhawk Phase I
Old Mill Preserve

I believe this is all but I'm not absolutely sure. Please be advised the direction to return these funds came from Mr. Schulhofer after his conversation with Bill Clage in the County Attorney's Office. I'm not sure how I can help but if I can let me know and I'll do what I can. Sorry

Jane Oliver, Bond Coordinator
MANATEE COUNTY PUBLIC WORKS DEPT.
FISCAL SERVICES DIVISION
1022 26TH AVENUE EAST

BRADENTON, FL 34208
(941) 708-7450, Ext 7613
FAX (941) 708-7502
jane.oliver@mymanatee.org

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.