

**MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH BOND
(CORPORATION)**

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and BANK.

W I T N E S S E T H:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Pulte Home Company, LLC
Developer's Address: 6320 SW 89th Court Road
Ocala, FL 34481
Project Engineer: Gene Bruno Losito, P.E.
Engineer's Estimate of Costs of Improvements \$ 7,998,744.00
(totaling 120% of the outstanding improvements): _____
Developer's Estimate of Time to Complete All Improvements
(not to exceed 2 years from date of this Agreement): 1 Year
Subdivision Name: Stone Creek Del Webb Solaire Phase 2 & 3 (aka Pod 15 & 16)
Phase: _____
Plat Book _____ Page(s) _____
Bank: _____
Bank's Address: _____

WHEREAS, it is necessary in the public interest that subdivision improvements required by COUNTY be constructed in accordance with specifications hereinafter set forth, it is therefore mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by Article 2, Division 18, Sec. 2.18.4 of the Land Development Code (LDC) of Marion County, Florida, as provided herein, and as described in the COUNTY approved Project Engineer's Estimate of Costs of Improvements as set forth above (a copy of which is attached hereto as **Exhibit A**, and by this reference made a part hereof).

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations under this Agreement by arranging and agreeing with BANK for the issuance of a letter of credit as a performance guarantee.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY approved subdivision improvement plans dated May 21st, 2024 and on file with the COUNTY Office of the County Engineer (AR #30893), all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs, amenities, landscaping/buffering and irrigation associated therewith and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of approval of the subdivision improvement plans. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. [Special clauses, if any, for Improvements not covered by LOC. E.g. Amenities must be constructed before COs issued]

4. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as **Exhibit A**. A copy of the SURETY's surety bond is attached hereto as **Exhibit B**. The condition of the surety bond is such

that if DEVELOPER should fail to satisfactorily complete the Improvements, within Developer's Estimate of Time to Complete All Improvements as noted above, the COUNTY may draw upon the surety bond, pursuant to the terms of the surety bond, and the SURETY shall promptly and at Surety's expense: (i) Complete the improvements in accordance with the Agreement and Exhibit A, and (ii) Obtain a bid or bids for completing the improvements in accordance with the terms and conditions of the Agreement and Exhibit A, and upon determination by SURETY of the lowest responsible bidder, or if COUNTY elects, upon determination by COUNTY and SURETY jointly of the lowest responsible bidder, arrange for a contract (a "CONTRACT OF COMPLETION") between such bidder and COUNTY, and make available as the improvements progresses (even though there should be a default or a succession of defaults under the Agreement and Exhibit A or a CONTRACT OF COMPLETION) sufficient funds to pay the cost of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. COUNTY may also draw upon the surety bond upon receiving notification from SURETY that SURETY elects not to extend the expiration date of the surety bond if DEVELOPER has not provided a replacement surety bond satisfactory to COUNTY. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement.

5. Within ten (10) days after verification of the completion of construction of all Improvements, other than the Amenities and Landscaping/Buffering, the COUNTY Office of the County Engineer shall forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice of completion as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER'S obligation to complete all Improvements, other than the Amenities and Landscaping/Buffering. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements, other than the Amenities and Landscaping/Buffering, and for no other purpose or use.

6. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

7. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in

compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

8. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

9. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this Agreement.

10. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of-pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

12. After DEVELOPER has completed some of the Subdivision Improvements, DEVELOPER may request COUNTY to reduce the amount of the surety bond by providing to COUNTY a new Engineer's Estimate of Cost of Improvements for the cost to complete the remaining Improvements. Partial releases of the aggregate face value of this Letter of Credit will only be permitted, at the sole and absolute discretion of COUNTY, when accompanied by written approval from the COUNTY verifying completion of a portion of the improvements. The effect of partial releases will be to reduce the face value of the surety bond. No other terms will be affected or altered. If the COUNTY Administrator or its designee approves the new Engineer's Estimate of Cost of Improvements, COUNTY shall release the original Letter of Credit simultaneously with DEVELOPER's delivery of a new surety bond in the amount of the new Engineer's Estimate of Cost for the Improvements. No changes in the terms, conditions or other details of the surety bond are permitted except a reduction in amount. All provisions of this Agreement applicable to the original surety bond shall apply to the new surety bond. No formal amendment to this Agreement, or County Commission approval, is required to reduce the surety bond under this paragraph. DEVELOPER may request no more than two reductions in the surety bond pursuant to this paragraph 12.

13. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

14. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

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SIGNATURES START ON NEXT PAGE**

ATTEST:

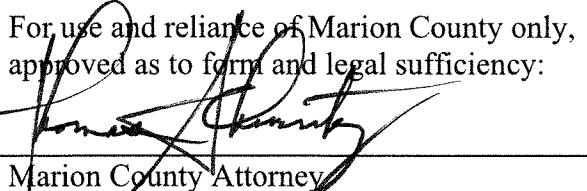
**MARION COUNTY, FLORIDA, a
political subdivision of the State of Florida,
by its Board of County Commissioners**

Gregory C. Harrell, Clerk of Court and
Comptroller

Kathy Bryant, Chairman

Date: _____

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

For: 

Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

DEVELOPER:

By:


(signature)

Print
name:

Gregory S. Rives
Assistant Treasurer

Title:

Date:

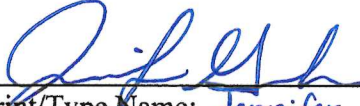
April 14th, 2025

STATE OF
COUNTY OF

FLORIDA Georgia
MARION Bartow

Before me by means of ☒ physical presence or ☐ online notarization this 14 day of April, 2025 personally appeared Gregory S. Rives, as assistant treasurer of Pulte Home Company, LLC, on behalf of company, who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.




Print/Type Name: Jennifer Gardea
Notary Public in and for the County and State
aforesaid.

My Commission Expires: April 3, 2029

Serial No., if any: _____

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

ASSURANCE PROVIDER:

Harco National Insurance Company
Surety

By: James I. Moore
James I. Moore as
Attorney-in-Fact

Date: April 14, 2025

STATE OF Illinois
COUNTY OF DuPage

Before me by means of ☒ physical presence or ☐ online notarization this 14th day of April, 2025 personally appeared James I. Moore, _____ of Harco National Insurance Company who is personally known to me or has produced drivers license (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that it did so as an authorized representative of such entity and with the authority of the person or entity that governs its affairs.



Alexa K Costello
Print/Type Name: Alexa K. Costello
Notary Public in and for County and State
aforesaid.
My Commission Expires: September 20, 2027
Serial No., if any: Commission No. 978152

POWER OF ATTORNEY

Bond # 3000145

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY B. WICKETT, DAWN L. MORGAN, KELLY A. GARDNER, JAMES I. MOORE, JENNIFER J. MC COMB, MELISSA SCHMIDT, STEPHEN T. KAZMER

Downers Grove, IL

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2020



STATE OF NEW JERSEY
County of Essex

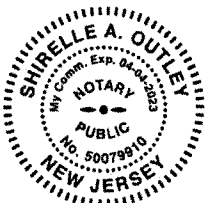
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2020, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 on this day, April 14, 2025

A00313

Irene Martins, Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF DU PAGE}

On April 14, 2025, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Harco National Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K Costello
Alexa K. Costello, Notary Public
Commission No. 978152

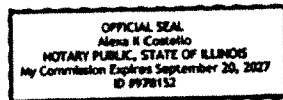


EXHIBIT A
ENGINEER'S ESTIMATE OF COSTS OF IMPROVEMENTS

EXHIBIT 'A'

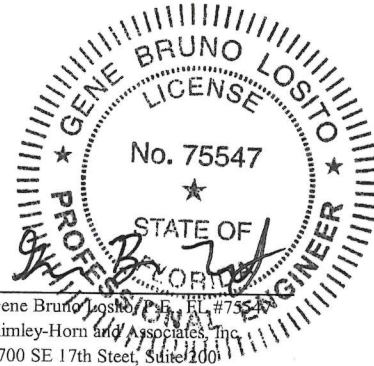
**ENGINEER'S ESTIMATE OF THE COST OF THE IMPROVEMENTS
STONE CREEK BY DEL WEBB SOLARIE PHASE 2 (POD 15)**

ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
I. CLEARING, GRUBBING AND EARTHWORK					
1	Sod (2' behind curb)	10428	3,100	SY	2.85
2	Inlet protection	10428	36	EA	300.00
CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL					\$ 19,635.00
II. UNDERGROUND					
II.a. DRAINAGE					
1	Connect to Existing Inlet	10442	3	EA	4,000.00
2	12" S.D.	10442	100	LF	49.00
3	15" S.D.	10442	1,460	LF	57.00
4	18" S.D.	10442	1,900	LF	65.00
5	24" S.D.	10442	1,900	LF	97.00
6	30" S.D.	10442	40	LF	135.00
7	36" S.D.	10442	680	LF	150.00
8	18" RCP	10442	344	LF	96.00
9	24" RCP	10442	520	LF	125.00
10	30" RCP	10442	176	LF	188.00
11	36" RCP	10442	184	LF	249.00
12	42" RCP	10442	56	LF	268.00
13	48" RCP	10442	160	LF	290.00
14	18" Mitered-End	10442	2	EA	1,000.00
15	24" Mitered-End	10442	4	EA	1,600.00
16	30" Mitered-End	10442	1	EA	2,000.00
17	36" Mitered-End	10442	1	EA	2,600.00
18	42" Mitered-End	10442	1	EA	3,200.00
19	Rip Rap Pads	10442	9	EA	2,000.00
20	FDOT Type "P" Valley Gutter Inlet	10442	27	EA	5,400.00
21	FDOT Type "J" Valley Gutter Inlet	10442	4	EA	8,500.00
22	FDOT Type "J" Storm Manhole	10442	2	EA	5,400.00
23	FDOT Type "P" Storm Manhole	10442	1	EA	3,500.00
24	FDOT Type "D" Inlet	10442	1	EA	7,700.00
25	FDOT Type "C" Inlet	10442	1	EA	3,800.00
26	Yard Drain	10442	21	EA	4,000.00
DRAINAGE SUBTOTAL					\$ 1,077,456.00
II.b. SANITARY SEWER					
1	Sanitary Manhole (4'-6' Depth)	10438	5	EA	3,800.00
2	Sanitary Manhole (6'-8' Depth)	10438	4	EA	4,200.00
3	Sanitary Manhole (8'-10' Depth)	10438	6	EA	5,100.00
4	Sanitary Manhole (10'-12' Depth)	10438	3	EA	5,700.00
5	Sanitary Manhole (12'-14' Depth)	10438	1	EA	6,300.00
6	Sanitary Manhole (14'-16' Depth)	10438	1	EA	7,100.00
7	Sanitary Manhole (16'-18' Depth)	10438	3	EA	7,700.00
8	8" PVC (SDR 26) Gravity Sewer	10438	6,524	LF	45.00
9	Single sewer service, includes all fittings (SDR 26)	10438	44	EA	1,400.00
10	Double sewer service, includes all fittings (SDR 26)	10438	61	EA	1,600.00
11	Testing of gravity sewer	10438	6,524	LF	2.00
SANITARY SEWER SUBTOTAL					585,828.00
II.c. WATER DISTRIBUTION					
1	Remove Cap & Connect	10444	2	EA	2,000.00
2	12" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	660	LF	115.00
3	8" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	4,140	LF	50.00
4	6" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	2,360	LF	40.00
5	8" Gate valve and box	10444	6	EA	3,200.00
6	6" Gate valve and box	10444	5	EA	2,900.00
7	12" x 8" M.J.D.I Tee	10444	1	EA	1,600.00
8	12"x8" Reducer	10444	1	EA	1,500.00
9	12" x 22.5° M.J.D.I Bend	10444	4	EA	1,500.00
10	12" x 45° M.J.D.I Bend	10444	2	EA	1,500.00
11	8" x 8" M.J.D.I Tee	10444	1	EA	1,400.00
12	8" x 6" M.J.D.I Tee	10444	5	EA	1,300.00
13	8" x 45° M.J.D.I Bend	10444	24	EA	1,000.00
14	6" x 45° M.J.D.I Bend	10444	2	EA	900.00
15	8"x2" Blowoff	10444	5	EA	3,000.00
16	Fire Hydrant Assembly	10444	11	EA	8,600.00
17	Single Water Service, including sleeving	10444	9	EA	1,200.00

**ENGINEER'S ESTIMATE OF THE COST OF THE IMPROVEMENTS
STONE CREEK BY DEL WEBB SOLARIE PHASE 2 (POD 15)**

ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
18	Double Water Service, including sleeving	10444	79	EA	1,400.00	110,600.00
19	Pressure Testing of Water Main	10444	7,160	LF	2.00	14,320.00
20	Chlorination and bacteriological clearance	10444	4	EA	500.00	2,000.00
WATER DISTRIBUTION SUBTOTAL						\$ 708,120.00
III. ROAD CONSTRUCTION						
1	Type "M" curb, includes all transitions and drop curb	10464	13,800	LF	19.50	269,100.00
2	5' Concrete Sidewalk	10466	350	SY	63.00	22,050.00
3	Type "D" Curb	10466	140	LF	15.00	2,100.00
4	12" Stabilized Subgrade (residential roads)	10458	20,000	SY	7.86	157,200.00
5	8" Limerock Base (residential roads)	10458	16,700	SY	19.41	324,147.00
6	Prime Coat (residential roads)	10458	16,700	SY	0.75	12,525.00
7	1.25" SP-9.5 Asphalt (residential roads)	10458	16,700	SY	13.87	231,629.00
8	Horizontal turn with advisory plaque sign, complete	10458	2	EA	550.00	1,100.00
9	Stop sign, street name sign, complete	10458	6	EA	770.00	4,620.00
10	24" white thermoplastic stop bar (residential roads)	10458	160	LF	10.00	1,600.00
11	12" white thermoplastic crosswalk	10458	680	LF	6.00	4,080.00
ROAD CONSTRUCTION SUBTOTAL						\$ 1,030,151.00
IV. POD 16 ITEMS (INSTALLED IN POD 15)						
1	8' ID Lift Station w/Generator (Complete)	10438	1	LS	530,000.00	530,000.00
2	Sanitary Manhole (6'-8' Depth)	10438	2	EA	4,200.00	8,400.00
3	Sanitary Manhole (10'-12' Depth)	10438	1	EA	5,700.00	5,700.00
4	Sanitary Manhole (12'-14' Depth)	10438	2	EA	6,300.00	12,600.00
5	Sanitary Manhole (14'-16' Depth)	10438	1	EA	7,100.00	7,100.00
6	Sanitary Manhole (14'-16' Depth)(Lined)	10438	1	EA	14,500.00	14,500.00
7	Sanitary Manhole (16'-18' Depth)	10438	1	EA	7,700.00	7,700.00
8	8" PVC (SDR 26) Gravity Sewer	10438	2,576	LF	45.00	115,920.00
9	Single sewer service, includes all fittings (SDR 26)	10438	14	EA	1,400.00	19,600.00
10	Double sewer service, includes all fittings (SDR 26)	10438	25	EA	1,600.00	40,000.00
11	4" DR 18 Force Main	10438	1,260	LF	20.00	25,200.00
12	4" x 45° M.J.D.I Bend	10438	12	EA	1,300.00	15,600.00
13	Air Release Valves	10438	2	EA	3,000.00	6,000.00
14	Testing of gravity sewer	10438	2,576	LF	2.00	5,152.00
15	8" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	1,800	LF	50.00	90,000.00
16	6" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	620	LF	40.00	24,800.00
17	8" Gate valve and box	10444	2	EA	3,200.00	6,400.00
18	6" Gate valve and box	10444	2	EA	2,900.00	5,800.00
19	8" x 6" M.J.D.I Tee	10444	2	EA	1,300.00	2,600.00
20	8" x 45° M.J.D.I Bend	10444	16	EA	1,000.00	16,000.00
21	8" x 22.5° M.J.D.I Bend	10444	4	EA	1,000.00	4,000.00
22	6" x 45° M.J.D.I Bend	10444	4	EA	900.00	3,600.00
23	Fire Hydrant Assembly	10444	3	EA	8,600.00	25,800.00
24	Pressure Testing of Water Main	10444	2,420	LF	2.00	4,840.00
25	Chlorination and bacteriological clearance	10444	2	EA	500.00	1,000.00
POD 16 ITEMS SUBTOTAL						\$ 998,312.00
V. MISCELLANEOUS						
1	Installed 2" SECO Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
2	Installed 2" CenturyLink Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
3	Furnished and Installed 6" Irrigation Sleeves	10468	1,000	LF	10.00	10,000.00
4	Compliance with Florida Trench Safety Act	10318	1	LS	1,000.00	1,000.00
5	Construction stakeout, including record drawings	10318	1	LS	85,000.00	85,000.00
6	Survey As-Built and Monumentation	10318	1	LS	80,000.00	80,000.00
7	Enhanced Landscape and Irrigation	10468	1	LS	100,000.00	100,000.00
MISCELLANEOUS TOTAL						\$ 291,000.00

ENGINEER'S ESTIMATE OF THE COST OF THE IMPROVEMENTS STONE CREEK BY DEL WEBB SOLARIE PHASE 2 (POD 15)					
ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
SUMMARY					
I. CLEARING AND EARTHWORK					
II. UNDERGROUND					19,635.00
	IIa. DRAINAGE				
	IIb. SANITARY SEWER				1,077,456.00
	IIc. WATER DISTRIBUTION				585,828.00
III. ROAD CONSTRUCTION					708,120.00
IV. POD 16 ITEMS (INSTALLED IN POD 15)					1,030,151.00
V. MISCELLANEOUS					998,312.00
					291,000.00
SUB TOTAL					4,710,502.00
BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%)					942,100.40
GRAND TOTAL					5,652,602.40



PREPARED BY:

Gene Bruno Losito, P.E., FL #75547
Kimley-Horn and Associates, Inc.
1700 SE 17th Street, Suite 200
Ocala, Florida 34471

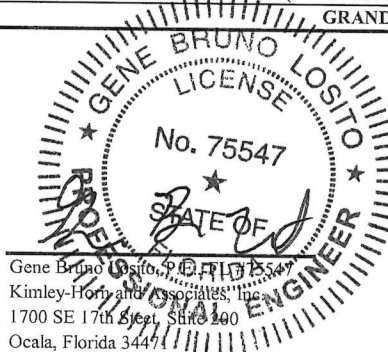
EXHIBIT 'A'

**ENGINEER'S ESTIMATE OF THE COST OF THE IMPROVEMENTS
STONE CREEK BY DEL WEBB - SOLAIRE PHASE 3 (POD 16)**

ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
I. CLEARING, GRUBBING AND EARTHWORK					
1	Sod (2' behind curb)	10428	1,800	SY	2.85
2	Inlet protection	10428	25	EA	300.00
CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL					\$ 12,630.00
II. UNDERGROUND					
II.a. DRAINAGE					
1	Connect to Existing Inlet	10442	1	EA	4,000.00
2	12" S.D.	10442	780	LF	49.00
3	15" S.D.	10442	1,400	LF	57.00
4	18" S.D.	10442	1,300	LF	65.00
5	24" S.D.	10442	480	LF	97.00
6	30" S.D.	10442	40	LF	135.00
7	36" S.D.	10442	260	LF	150.00
8	42" S.D.	10442	340	LF	190.00
9	18" RCP	10442	64	LF	96.00
10	24" RCP	10442	256	LF	125.00
11	30" RCP	10442	344	LF	188.00
12	42" RCP	10442	168	LF	268.00
13	18" Mitered-End	10442	2	EA	1,000.00
14	24" Mitered-End	10442	3	EA	1,600.00
15	30" Mitered-End	10442	2	EA	2,000.00
16	42" Mitered-End	10442	1	EA	3,200.00
17	Rip Rap Pads	10442	8	EA	2,000.00
18	FDOT Type "P" Valley Gutter Inlet	10442	19	EA	5,400.00
19	FDOT Type "J" Valley Gutter Inlet	10442	2	EA	8,500.00
20	FDOT Type "J" Storm Manhole	10442	2	EA	5,400.00
21	FDOT Type "P" Storm Manhole	10442	1	EA	3,500.00
22	FDOT Type "E" Inlet	10442	1	EA	8,500.00
23	Yard Drain	10442	22	EA	4,000.00
DRAINAGE SUBTOTAL					\$ 770,320.00
II.b. SANITARY SEWER					
1	Sanitary Manhole (4'-6' Depth)	10438	2	EA	3,800.00
2	Sanitary Manhole (6'-8' Depth)	10438	1	EA	4,200.00
3	Sanitary Manhole (8'-10' Depth)	10438	2	EA	5,100.00
4	8" PVC (SDR 26) Gravity Sewer	10438	1,064	LF	45.00
5	Single sewer service, includes all fittings (SDR 26)	10438	7	EA	1,400.00
6	Double sewer service, includes all fittings (SDR 26)	10438	16	EA	1,600.00
7	Testing of gravity sewer	10438	1,064	LF	2.00
SANITARY SEWER SUBTOTAL					107,408.00
II.c. WATER DISTRIBUTION					
1	Remove Cap & Connect	10444	5	EA	2,000.00
2	8" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	1,280	LF	50.00
3	6" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	920	LF	40.00
4	6" Gate valve and box	10444	1	EA	2,900.00
5	8" x 8" M.J.D.I Tee	10444	1	EA	1,400.00
6	8" x 6" M.J.D.I Tee	10444	1	EA	1,300.00
7	8" x 45° M.J.D.I Bend	10444	8	EA	1,000.00
8	6" x 45° M.J.D.I Bend	10444	7	EA	900.00
9	Fire Hydrant Assembly	10444	3	EA	8,600.00
10	Single Water Service, including sleeving	10444	11	EA	1,200.00
11	Double Water Service, including sleeving	10444	44	EA	1,400.00
12	Pressure Testing of Water Main	10444	2,200	LF	2.00
13	Chlorination and bacteriological clearance	10444	4	EA	500.00
WATER DISTRIBUTION SUBTOTAL					\$ 237,700.00
III. ROAD CONSTRUCTION					
1	Type "M" curb, includes all transitions and drop curb	10464	7,700	LF	19.50
2	5' Concrete Sidewalk	10466	150	SY	63.00
3	Type "D" Curb	10466	140	LF	15.00
4	12" Stabilized Subgrade (residential roads)	10458	11,300	SY	7.86
5	8" Limerock Base (residential roads)	10458	9,400	SY	19.41
6	Prime Coat (residential roads)	10458	9,400	SY	0.75
7	1.25" SP-9.5 Asphalt (residential roads)	10458	9,400	SY	13.87
8	Horizontal turn with advisory plaque sign, complete	10458	2	EA	550.00
9	Stop sign, street name sign, complete	10458	3	EA	770.00

ENGINEER'S ESTIMATE OF THE COST OF THE IMPROVEMENTS STONE CREEK BY DEL WEBB - SOLAIRE PHASE 3 (POD 16)						
ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
10	24" white thermoplastic stop bar (residential roads)	10458	45	LF	10.00	450.00
11	12" white thermoplastic crosswalk	10458	300	LF	6.00	1,800.00
ROAD CONSTRUCTION SUBTOTAL						\$ 576,060.00
IV. MISCELLANEOUS						
1	Installed 2" SECO Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
2	Installed 2" CenturyLink Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
3	Furnished and Installed 6" Irrigation Sleeves	10468	1,000	LF	10.00	10,000.00
4	Compliance with Florida Trench Safety Act	10318	1	LS	1,000.00	1,000.00
5	Construction stakeout, including record drawings	10318	1	LS	45,000.00	45,000.00
6	Survey As-Built and Monumentation	10318	1	LS	80,000.00	80,000.00
7	Enhanced Landscape and Irrigation	10468	1	LS	100,000.00	100,000.00
MISCELLANEOUS TOTAL						\$ 251,000.00
SUMMARY						
I. CLEARING AND EARTHWORK						12,630.00
II. UNDERGROUND						
	IIa. DRAINAGE					
	IIb. SANITARY SEWER					770,320.00
	IIc. WATER DISTRIBUTION					107,408.00
III. ROAD CONSTRUCTION						237,700.00
IV. MISCELLANEOUS						576,060.00
SUB TOTAL						1,955,118.00
BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%)						391,023.60
GRAND TOTAL						2,346,141.60

PREPARED BY:



SURETY BOND

EXHIBIT B

EXHIBIT B

Bond No. 3000145

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Company, LLC of 6320 SW 89th Court Road, Ocala FL 34481, as Principal, and Harco National Insurance Company a corporation organized and existing under the laws of the State of Delaware, and authorized to transact business in the state of Florida, as Surety, are held and firmly bound unto Marion County of 601 SE 25th Avenue, Ocala FL 34471 as Obligee, in the penal sum of SEVEN MILLION NINE HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED FORTY FOUR AND 00/100 (\$7,998,744.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or has constructed clearing, grubbing and earthwork, underground, road construction, miscellaneous and future phase/ common infrastructure improvements to the Stone Creek Del Webb Solaire Phase 2 & 3 (aka Pod 15 & 16) subdivision.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 14th day of April, 2025.

Pulte Home Company, LLC

By: 

Gregory S. Rives
Assistant Treasurer

Harco National Insurance Company

By: 

James I. Moore, Attorney-in-Fact
FL License #A183300

NOTARY ACKNOWLEDGEMENT

STATE OF GEORGIA)


) ss.

COUNTY OF FULTON)

This record was acknowledged before me on April 14th, 2025,
appeared Gregory S. Rives as Assistant Treasurer
of Pulte Home Company, LLC, who provided to me on the
basis of satisfactory evidence to be the person who appeared before me and is
personally known to me.

WITNESS my hand official seal.




Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: July 14, 2026