

**MARION COUNTY STANDARD FORM  
SUBDIVISION IMPROVEMENT AGREEMENT  
WITH SURETY BOND  
(CORPORATION)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and SURETY.

**WITNESSETH:**

**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 89<sup>th</sup> Court Road, Ocala, FL 34481

Project Engineer: Gene Bruno Losito, P.E.

Engineer's Estimate of Costs of Improvements: \$1,740,602.40

Developer's Estimate of Time to Complete All Improvements: 1 year

Subdivision Name: Stone Creek by Del Webb Sundance Phase 3

Plat Book: \_\_\_\_\_ Page(s): \_\_\_\_\_

Surety: Berkley Insurance Company

Surety's Address: 475 Steamboat Rd, Greenwich, CT 06830

**WHEREAS**, it is 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 the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

**WHEREAS**, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

**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 September 19, 2023, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs 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 recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. 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. 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 DEVELOPER should fail to satisfactorily complete the Improvements within 180 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to

instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, 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 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. 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. 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. 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 and for no other purpose or use.

5. 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.

6. 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.

7. 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. Any termination by the

COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

**ATTEST:**

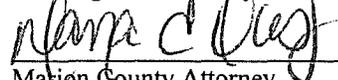
**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

\_\_\_\_\_  
Gregory C. Harrell, Clerk

\_\_\_\_\_  
MICHELLE STONE, CHAIR

Date: \_\_\_\_\_

Approved as to Form  
and Legal Sufficiency

  
\_\_\_\_\_  
Marion County Attorney

**ATTEST:**

By: [Signature]  
Print name: Ross Ripple  
Title: Sr. Treasury Analyst  
Date: 8/30/23

**DEVELOPER**

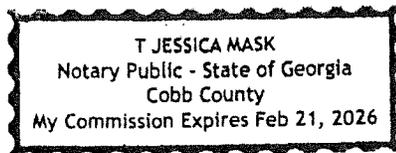
By: [Signature]  
Print Name: Gregory S. Rives  
Title: Assistant Treasurer  
Date: 8/30/2023

**STATE OF GEORGIA  
COUNTY OF COBB**

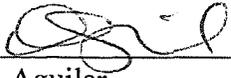
Before me this 30th day of August, 2023 personally appeared Gregory S. Rives of DEVELOPER who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Board of Directors of said DEVELOPER.

[Signature]  
Notary Public

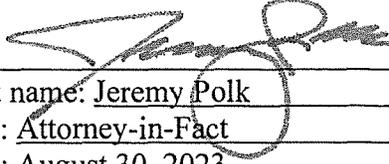
Print Name T. Jessica Mask  
Commission Number N/A  
Commission Expires 2/21/26



**ATTEST:**

By:   
Print name: Irma Aguilar  
Title: Account Manager  
Date: August 30, 2023

**SURETY:**

By:   
Print name: Jeremy Polk  
Title: Attorney-in-Fact  
Date: August 30, 2023

SEE ATTACHED ARIZONA NOTARY ACKNOWLEDGEMENT

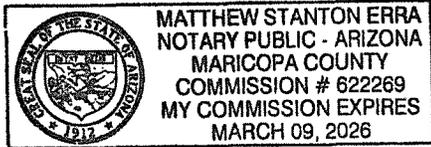
**ACKNOWLEDGEMENT**

**State of Arizona**

**County of Maricopa**

On 8/30/2023 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)



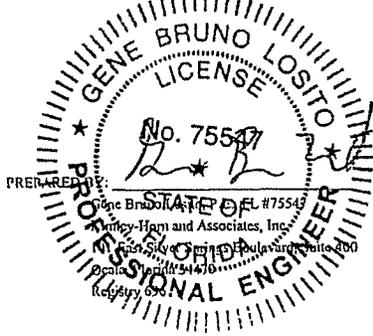
*[Handwritten Signature]*

Notary Signature

**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**



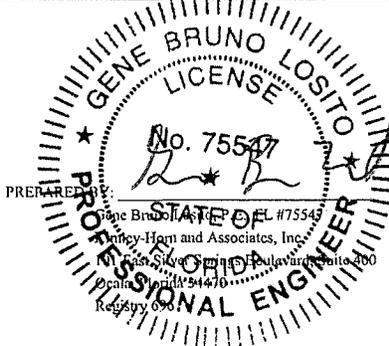
| SUMMARY                   |  |
|---------------------------|--|
| I. CLEARING AND EARTHWORK | 5,500.00   |
| II. UNDERGROUND           |  |
| II.a. DRAINAGE            | 385,888.00   |
| II.b. SANITARY SEWER      | 122,200.00   |
| II.c. WATER DISTRIBUTION  | 387,540.00   |
| III. ROAD CONSTRUCTION    | 286,374.00   |
| IV. MISCELLANEOUS         | 263,000.00   |
|                           | <b>SUB TOTAL</b> 1,450,502.00  |
|                           | <b>BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%)</b> 290,100.40 |
|                           | <b>GRAND TOTAL</b> 1,740,602.40  |



# EXHIBIT "A"

| ENGINEERS ESTIMATE OF THE COST OF IMPROVMENTS<br>STONE CREEK BY DEL WEBB<br>SUNDANCE PHASE 3 |  |                    |            |            |                      |
|--|--|--------------------|------------|------------|----------------------|
| ITEM   | DESCRIPTION  | ESTIMATED QUANTITY | UNIT PRICE | UNIT PRICE | AMOUNT               |
| <b>II. CLEARING, GRUBBING, EARTHWORK</b>   |  |                    |            |            |                      |
| 1  | Sod (2' behind curb)   | 1,000              | SY         | 2.70       | 2,700.00             |
| 2  | Inlet protection   | 14                 | EA         | 200.00     | 2,800.00             |
| <b>CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL</b>  |  |                    |            |            | <b>\$ 5,500.00</b>   |
| <b>III. UNDERGROUND</b>  |  |                    |            |            |                      |
| <b>III.a. DRAINAGE</b>   |  |                    |            |            |                      |
| 1  | 12" S.D.   | 1,680              | LF         | 50.00      | 84,000.00            |
| 2  | 18" S.D.   | 540                | LF         | 66.00      | 35,640.00            |
| 3  | 24" S.D.   | 440                | LF         | 97.00      | 42,680.00            |
| 4  | 30" S.D.   | 420                | LF         | 137.00     | 57,540.00            |
| 5  | 18" RCP  | 56                 | LF         | 93.00      | 5,208.00             |
| 6  | 30" RCP  | 72                 | LF         | 185.00     | 13,320.00            |
| 7  | 18" MES  | 1                  | EA         | 3,000.00   | 3,000.00             |
| 8  | 30" MES  | 1                  | EA         | 4,500.00   | 4,500.00             |
| 9  | Rip Rap Pad  | 2                  | EA         | 2,400.00   | 4,800.00             |
| 10   | Yard Drains  | 18                 | EA         | 3,000.00   | 54,000.00            |
| 11   | FDOT Type "P" Valley Gutter Inlet  | 14                 | EA         | 5,500.00   | 77,000.00            |
| 12   | FDOT Type "P" Storm Manhole  | 1                  | EA         | 4,200.00   | 4,200.00             |
| <b>DRAINAGE SUBTOTAL</b>   |  |                    |            |            | <b>\$ 385,888.00</b> |
| <b>III.b. SANITARY SEWER</b>   |  |                    |            |            |                      |
| 1  | Connect to Existing Manhole  | 1                  | EA         | 3,000.00   | 3,000.00             |
| 2  | Sanitary Manhole (6'-8' Depth)   | 1                  | EA         | 3,800.00   | 3,800.00             |
| 3  | Sanitary Manhole (8'-10' Depth)  | 3                  | EA         | 4,400.00   | 13,200.00            |
| 4  | Sanitary Manhole (10'-12' Depth)   | 1                  | EA         | 5,200.00   | 5,200.00             |
| 5  | Sanitary Manhole (14'-16' Depth)   | 1                  | EA         | 8,000.00   | 8,000.00             |
| 6  | 8" PVC (SDR 26) Gravity Sewer  | 1,274              | LF         | 48.00      | 61,152.00            |
| 7  | Single sewer service, includes all fittings (SDR 26)                     | 4                  | EA         | 1,250.00   | 5,000.00             |
| 8  | Double sewer service, includes all fittings (SDR 26)                     | 14                 | EA         | 1,450.00   | 20,300.00            |
| 9  | Testing of gravity sewer   | 1,274              | LF         | 2.00       | 2,548.00             |
| <b>SANITARY SEWER SUBTOTAL</b>   |  |                    |            |            | <b>122,200.00</b>    |
| <b>III.c. WATER DISTRIBUTION</b>   |  |                    |            |            |                      |
| 1  | Remove Cap & Connect (Potable Water)                                     | 1                  | EA         | 2,000.00   | 2,000.00             |
| 2  | 16" PVC DR-18, C900, Water Main including restrained joints and sleeving | 1,440              | LF         | 148.00     | 213,120.00           |
| 3  | 16" x 11.25" M.J.D.I Bend  | 3                  | EA         | 2,600.00   | 7,800.00             |
| 4  | 16" x 22.5" M.J.D.I Bend   | 5                  | EA         | 2,600.00   | 13,000.00            |
| 5  | 16" Butterfly Valve  | 2                  | EA         | 6,300.00   | 12,600.00            |
| 6  | 16"x2" Blowoff   | 1                  | EA         | 3,300.00   | 3,300.00             |
| 7  | 16"x8" MJ TEE  | 2                  | EA         | 3,500.00   | 7,000.00             |
| 8  | 8" PVC DR-18, C900, Water Main including restrained joints and sleeving  | 920                | LF         | 55.00      | 50,600.00            |
| 9  | 8" Gate valve and box  | 2                  | EA         | 3,300.00   | 6,600.00             |
| 10   | 8" x 22.5" M.J.D.I Bend  | 8                  | EA         | 1,100.00   | 8,800.00             |
| 11   | Fire Hydrant Assembly  | 3                  | EA         | 8,800.00   | 26,400.00            |
| 12   | Pressure Testing of Water Main   | 2,360              | LF         | 2.00       | 4,720.00             |
| 13   | Irrigation Service (including Sleeving)                                  | 3                  | EA         | 2,600.00   | 7,800.00             |
| 14   | Chlorination and bacteriological clearance                               | 4                  | EA         | 500.00     | 2,000.00             |
| 15   | Single Water Service, including sleeving                                 | 3                  | EA         | 1,200.00   | 3,600.00             |
| 16   | Double Water Service, including sleeving                                 | 14                 | EA         | 1,300.00   | 18,200.00            |
| <b>WATER DISTRIBUTION SUBTOTAL</b>   |  |                    |            |            | <b>\$ 387,540.00</b> |
| <b>III. ROAD CONSTRUCTION</b>  |  |                    |            |            |                      |
| 1  | Type "M" curb, includes all transitions and drop curb                    | 4,500              | LF         | 17.00      | 76,500.00            |
| 2  | 12" Stabilized Subgrade (residential roads)                              | 6,500              | SY         | 7.12       | 46,280.00            |
| 3  | 8" Limerock Base (residential roads)                                     | 5,300              | SY         | 16.86      | 89,358.00            |
| 4  | Prime Coat (residential roads)   | 5,300              | SY         | 0.80       | 4,240.00             |
| 5  | 1.25" SP-9.5 Asphalt (residential roads)                                 | 5,300              | SY         | 11.97      | 63,441.00            |
| 6  | Stop sign, street name sign, complete                                    | 2                  | EA         | 660.00     | 1,320.00             |
| 7  | 5' Concrete Sidewalk   | 50                 | SY         | 59.00      | 2,950.00             |
| 8  | Horizontal Turn w/Speed Limit Sign                                       | 2                  | EA         | 495.00     | 990.00               |
| 9  | 24" white thermoplastic stop bar (residential roads)                     | 25                 | LF         | 10.00      | 250.00               |
| 10   | 12" white thermoplastic crosswalk  | 100                | LF         | 5.50       | 550.00               |
| 11   | Speed Limit Sign   | 1                  | EA         | 495.00     | 495.00               |
| <b>ROAD CONSTRUCTION SUBTOTAL</b>  |  |                    |            |            | <b>\$ 286,374.00</b> |
| <b>IV. MISCELLANEOUS</b>   |  |                    |            |            |                      |
| 1  | Survey As-Builts and Monumentation                                       | 1                  | LS         | 50,000.00  | 50,000.00            |
| 2  | Installed 2" SECO Sleeves (Labor only)                                   | 1,500              | LF         | 5.00       | 7,500.00             |
| 3  | Installed 2" CenturyLink Sleeves (Labor only)                            | 1,500              | LF         | 5.00       | 7,500.00             |
| 4  | Furnished and Installed 6" Irrigation Sleeves                            | 1,000              | LF         | 10.00      | 10,000.00            |
| 5  | Stack-Block Retaining Wall   | 2,400              | SF         | 60.00      | 144,000.00           |
| 6  | Black Vinyl Fence for Retaining Wall (By Owner)                          |                    | LS         | NIC        | NIC                  |
| 7  | Compliance with Florida Trench Safety Act                                | 1                  | LS         | 1,000.00   | 1,000.00             |
| 8  | Construction stakout, including record drawings                          | 1                  | LS         | 43,000.00  | 43,000.00            |
| 9  | Geotechnical testing   |                    | LS         | NIC        | NIC                  |
| <b>MISCELLANEOUS TOTAL</b>   |  |                    |            |            | <b>\$ 263,000.00</b> |

| SUMMARY                   |  |
|---------------------------|--|
| I. CLEARING AND EARTHWORK | 5,500.00   |
| II. UNDERGROUND           |  |
| IIa. DRAINAGE             | 385,888.00   |
| IIb. SANITARY SEWER       | 122,200.00   |
| IIc. WATER DISTRIBUTION   | 387,540.00   |
| III. ROAD CONSTRUCTION    | 286,374.00   |
| IV. MISCELLANEOUS         | 263,000.00   |
|                           | SUB TOTAL  |
|                           | 1,450,502.00   |
|                           | BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%) |
|                           | 290,100.40   |
|                           | GRAND TOTAL  |
|                           | 1,740,602.40   |



**EXHIBIT B**

Bond No. 0255639

**PERFORMANCE BOND**

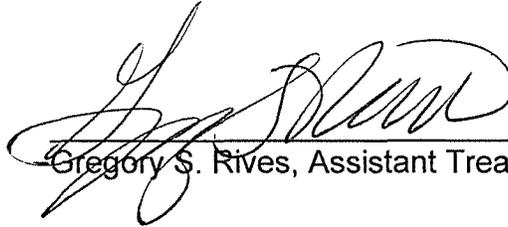
KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Company, LLC of 2662 S Falkenburg Rd, Riverview, FL 33578, as Principal, and Berkley Insurance Company, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the state of Florida, as Surety, are held and firmly bound unto Marion County of 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471, as Obligee, in the penal sum of One Million Seven Hundred Forty Thousand Six Hundred Two and 40/100 Dollars (\$1,740,602.40) 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 and miscellaneous infrastructure improvements to the Stone Creek by Del Webb Sundance Phase 3 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 30th day of August, 2023.

Pulte Home Company, LLC



\_\_\_\_\_  
Gregory S. Rives, Assistant Treasurer

Berkley Insurance Company  
Surety



\_\_\_\_\_  
Jeremy Polk, Attorney-in-Fact

**ACKNOWLEDGEMENT BY PRINCIPAL**

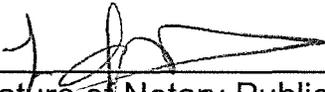
**STATE OF GEORGIA)**

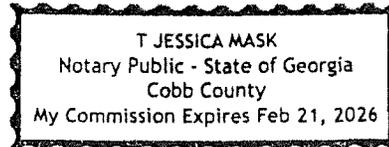
) ss.

**COUNTY OF COBB)**

This record was acknowledged before me on August 30<sup>th</sup>, 2023, appeared Gregory S. Rives, Pulle 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



(s  
T. JESSICA MASK  
Notary Public State of Georgia

*My Commission Expires: February 21, 2026*

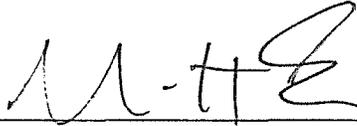
**ACKNOWLEDGEMENT**

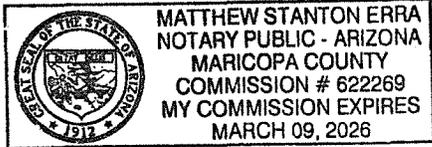
**State of Arizona**

**County of Maricopa**

On 8/30/2023 before me personally appeared Jeremy Polk whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.

(Seal)

  
\_\_\_\_\_



*Notary Signature*

**Matthew Stanton Erra**  
**Commission Expires March 9<sup>th</sup>, 2026**

