



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Baughner Monica (Dept) Office of the County Engineer - 1165
 Last First
 (Title) Development Review Staff Assistant (Phone) x8350
 Signature [Handwritten Signature] Date 4/23/2026

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: Draft Document Approve as to Form RESUBMIT LRM No. _____
 Legal Opinion Other

Description of Request

Please review the following Indemnification Agreement and the Subdivision Improvement Agreement with Bond for Calesa Chestnut Grove Phase 2.

For more information or discussion, contact: Same as above
 (Name) _____ (Title) _____ (Phone) _____
 Last First

Agenda Item? Yes No Agenda Date: 5/19/2026
 Agenda Deadline Date for Legal: 4/24/2026 Agenda Deadline Date for Admin: 5/7/2026

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2026-347

Assigned to: Matthew Guy Minter, County Attorney Dana E. Olesky, Chief Asst. County Attorney Linda Blackburn, Asst. County Attorney Thomas Schwartz, Asst. County Attorney Valdoston Shealey, Asst. County Attorney

Outcome:

Approved as to form and legal sufficiency
 Approved with revisions: Suggested Completed
 Other:

Date Received:

[Handwritten Signature]

RECEIVED
 By Marion County Attorney-WN at Apr 27, 2026

Attorney Signature: _____ Date: 4/27/26
 Staff Signature: [Handwritten Signature] Date: 4/27/26 Returned: Department Admin
 Completed

INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between Colen Built Development, LLC, “Developer”, and Marion County, a political subdivision of the State of Florida (“County”).

WITNESSETH:

WHEREAS, the Developer hereby represents to the County that:

- A. The preliminary plat for the Project has been approved, and
- B. All permits required by Federal, State, or Local governmental agencies including appropriate Water Management Districts, have been obtained and copies provided to the Marion County Engineering Department, and
- C. The improvement plans for the Project have been approved, and
- D. Compliance has been met and will be maintained with State Fire Code, and
- E. The Development is being serviced by a central sewer and central water system, and
- F. A bond has been provided in the amount of 120 percent of the approved estimated cost of remaining subdivision improvements, now therefore

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable considerations, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns:

1. **Building Permits.** Developer is developing certain real property in Marion County, Florida, as a residential community known as **Calesa Township Chestnut Grove Phase 2** (the “Project”). Developer has requested that the County issue up to 81 individual building permits, representing 50% of the total number of lots within the Project. The County has agreed to issue the requested building permits, subject to the releases and Developer’s indemnification obligations set forth in this Agreement. In consideration of the County’s agreement to issue the requested building permits, Developer agrees to provide the County with the releases and indemnification set forth below.
2. **Release.** Developer hereby releases the County and its agents and employees from any claims and damages, now existing or hereafter accruing, related in any way to the issuance of the building permits for residential homes at the Project prior to the recording of the plat of the Project. Developer agrees that the County shall incur no liability through the issuance of the referenced building permits. Developer acknowledges that it will not be able to obtain final Certificates of Occupancy with respect to the residential units for which the building permits are issued until the plat is recorded.
3. **Indemnity.** Developer does hereby agree to indemnify and hold the County harmless from and against any and all claims, damages, losses, expenses (including but not limited to attorneys’ fees), causes of action, judgments, liabilities arising out or resulting from, in any fashion, the issuance of building permits by the County described previously in this Agreement. This grant

of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require County to indemnify or insure Developer for Developer's negligence.

- 4. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorney's fees, specifically including any appellate or bankruptcy proceeding related thereto. This Section shall not be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes, with respect to actions in tort or contract.
- 5. **Binding Effect.** The Agreement shall be binding upon the parties and their respective successors and assigns.
- 6. **Authorization.** The undersigned representative of the Developer hereby represents to the County that he is fully authorized by the Developer to represent the Developer in agreeing to the terms and conditions of this Agreement.
- 7. **Changes.** County reserves the right to suspend issuance of building permits pursuant to this agreement in the event unexpected changes occur on the Project's site including but not limited to the presence of endangered or threatened species on the site.

IN WITNESS WHEREOF, the parties have executed this Indemnification Agreement on the year and date above stated.

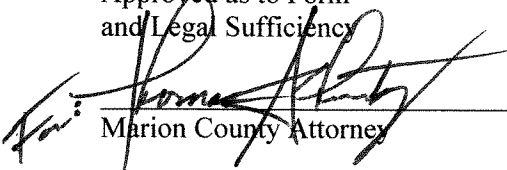
**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**

ATTEST:

Gregory C. Harrell, Clerk

Carl Zalak III, Chairman

Approved as to Form
and Legal Sufficiency



Marion County Attorney

WITNESSES:

DEVELOPER

Print Name: _____
Address: _____

By: _____
Print Name: _____

Print Name: _____
Address: _____

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

THIS AGREEMENT made and entered into this ____ day of _____, 20__, 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: COLEN BUILT DEVELOPMENT, L.L.C.
Developer's Address: 8445 SW 80TH ST.
OCALA, FL 34481
Project Engineer: TILLMAN & ASSOCIATES ENGINEERING, LLC.
Engineer's Estimate of Costs of Improvements \$ 1,752,385.00
(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): 06/01/2026
Subdivision Name: CHESTNUT GROVE
Phase: PH 2
Plat Book _____ Page(s) _____
Bank: MARSH USA
Bank's Address: 3560 LENOX RD, SUITE 2400
ATLANTA, GA 30326

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 06/27/2025 and on file with the COUNTY Office of the County Engineer (Plan No. 32357), 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]~~ N/A

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:

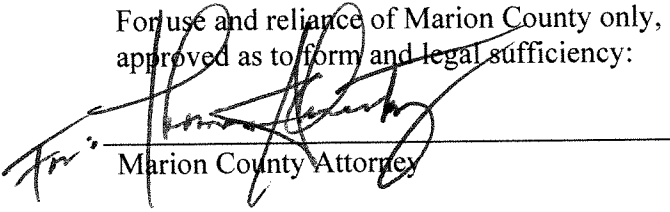
**MARION COUNTY, FLORIDA, a
political subdivision of the State of Florida,
by its Board of County Commissioners**

Gregory C. Harrell, Clerk of Court and
Comptroller

Carl Zalak, Chairman

Date: _____

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



Marion County Attorney

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DEVELOPER:

By: *C. Guy Walbright*
(signature)
Print name: C. Guy Walbright
Title: CFO
Date: 4.21.26

STATE OF FLORIDA
COUNTY OF MARION

Before me by means of physical presence or online notarization this 21st day of April, 2026 personally appeared C. Guy Walbright, as CFO of Chloro-Quint Development 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.

Lisa A. Lezaro
Notary Public State of Florida
Lisa A. Lezaro
My Commission HH 692859
Expires 8/7/2029
Type Name: LISA A. LEZARO
Public in and for the County and State
of Florida
My Commission Expires: 8/7/2029
Serial No., if any: 8/7/2029

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

EXHIBIT "A"

PROJECT	REMAINING ITEMS - CHESTNUT GROVE		
ADDRESS	Marion County, FL		
Submission			
Date of plans			
Total Cost Estimate	\$ 1,752,385 (w/ 20% Bond)		

Lot Count & Per lot Cost	N/A	-
Acreage & Per Ac Cost	-	-
LF of Roadway & Per LF Cos	-	-

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
PHASE 2						
Erosion Control - Internal						
1	Inlet Protection	55	EA	\$ 300.00	\$ 16,500	
2	Cut Roadways to Subgrade	0	CY	\$ 3.00	\$ -	
3	Fine Grade Lots	28	EA	\$ 300.00	\$ 8,400	
4	Fine Grade R/W & Utility Easement	3610	SY	\$ 0.75	\$ 2,707.5	
5					Sub Total	\$ 27,608
Grassing - Internal						
6	Sod BOC - Internal Roads - Bahia	4134	SY	\$ 2.85	\$ 11,781.9	
7	Sod BOC - Alleys - Bahia	885	SY	\$ 2.85	\$ 2,522	
8	Seed & Mulch - Utility Easement	17376	SY	\$ 0.50	\$ 8,688	
9	Seed & Mulch - Lots	102119	SY	\$ 0.50	\$ 51,060	
10					Sub Total	\$ 74,052
Drainage - Internal						
11	Type 'C' Inlet	0	EA	\$ 3,550.00	\$ -	
12	Type 'V' Inlet	0	EA	\$ 5,650.00	\$ -	
13	Type 'P' Storm Manhole	0	EA	\$ 3,050.00	\$ -	
14	18" ADS HP	0	LF	\$ 51.00	\$ -	
15	24" ADS HP	0	LF	\$ 76.00	\$ -	
16	30" ADS HP	0	LF	\$ 106.00	\$ -	
17	36" ADS HP	0	LF	\$ 118.00	\$ -	
18	30" MES	0	EA	\$ 2,000.00	\$ -	
19	36" MES	0	EA	\$ 2,600.00	\$ -	
20	SPLASH PADS	0	EA	\$ 1,600.00	\$ -	
21	Connect to existing inlet	0	EA	\$ 3,000.00	\$ -	
22					Sub Total	\$ -
Sanitary Sewer - Internal						
23	8" SDR26 PVC Sewer	0	LF	\$ 33.00	\$ -	
24	10" SDR26 PVC Sewer	0	LF	\$ 40.00	\$ -	
25	6" PVC Sanitary Single Service	0	EA	\$ 950.00	\$ -	
26	6" PVC Sanitary Double Service	0	EA	\$ 1,100.00	\$ -	
27	4' Dia. Sanitary Manhole (0'-6')	0	EA	\$ 2,900.00	\$ -	
28	4' Dia. Sanitary Manhole (6'-8')	0	EA	\$ 3,250.00	\$ -	
29	4' Dia. Sanitary Manhole (8'-10')	0	EA	\$ 3,900.00	\$ -	
30	Sanitary Testing	0	LF	\$ 2.00	\$ -	
31					Sub Total	\$ -

PROJECT	REMAINING ITEMS - CHESTNUT GROVE		
ADDRESS	Marion County, FL		
Submission			
Date of plans			
Total Cost Estimate	\$ 1,752,385 (w/ 20% Bond)		

Lot Count & Per lot Cost	N/A	-
Acreage & Per Ac Cost	-	-
LF of Roadway & Per LF Cos	-	-

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
Potable Water						
32	Remove Cap & Connect	0	EA	\$ 2,000.00	\$ -	
33	Remove Existing Water Main Stubs	0	EA	\$ 2,000.00	\$ -	
33	12" DR 18" Pipe (Blue)	0	LF	\$ 62.00	\$ -	
34	8" DR 18" Pipe (Blue)	0	LF	\$ 34.00	\$ -	
34	6" DR 18" Pipe (Blue)	0	LF	\$ 23.00	\$ -	
35	12" Gate Valve and Box	0	EA	\$ 4,200.00	\$ -	
36	8" Gate Valve and Box	0	EA	\$ 2,600.00	\$ -	
37	6" Gate Valve and Box	0	EA	\$ 1,900.00	\$ -	
38	MJ Fittings with Megalugs	0	EA	\$ 1,200.00	\$ -	
39	Temporary Jumper Connection	0	EA	\$ 2,100.00	\$ -	
40	Fire Hydrant Assembly	0	EA	\$ 5,600.00	\$ -	
41	Single Water Service	0	EA	\$ 950.00	\$ -	
42	Double Water Service	0	EA	\$ 1,200.00	\$ -	
43	2" Irrigation Stub	0	EA	\$ 1,350.00	\$ -	
44	Pressure Testing of Water Main	0	LF	\$ 2.00	\$ -	
45	Chlorination & Bact	1	LS	\$ 10,000.00	\$ 5,000	
46					Sub Total	\$ 5,000
Roadway - Internal						
47	12" Ribbon Curb (Driveway & Alleys)	4598	LF	\$ 11.50	\$ 52,877	
48	Type "D" Curb	6620	LF	\$ 14.00	\$ 92,680	
49	Common Area Sidewalk	17546	SF	\$ 7.25	\$ 127,209	
50	ADA Ramps	6	EA	\$ 1,300.00	\$ 7,800	
51	12" Stabilized Subgrade	2926	SY	\$ 5.28	\$ 15,449	
52	8" Limerock Base	8830	SY	\$ 12.98	\$ 114,613	
53	Prime Coat	16385	SY	\$ 0.75	\$ 12,289	
54	1" SP-9.5 Asphalt (Interior) (1st Lift)	16385	SY	\$ 7.85	\$ 128,622	
55	1" SP-9.5 Asphalt (Interior) (2nd Lift)	16385	SY	\$ 8.60	\$ 140,911	
56	Signage & Striping	1	LS	\$ 16,590.00	\$ 16,590	
57					Sub Total	\$ 709,040
Sleeving - Internal						
58	2" Eletrical Sleeving (Labor Only)	0	LF	\$ 5.00	\$ -	
59	4" Eletrical Sleeving (Labor Only)	0	LF	\$ 5.00	\$ -	
60	8" Irrigation Sleeving (Labor & Materials)	0	LF	\$ 13.00	\$ -	
61	2" Irrigation Sleeving (Labor & Materials)	0	LF	\$ 6.00	\$ -	
62	4" Gas Sleeving (Labor & Materials)	0	LF	\$ 8.00	\$ -	
63	2" Street Light Sleeving (Labor only)	0	LF	\$ 5.00	\$ -	
64	2" DCM Sleeving (Labor & Materials)	0	LF	\$ 6.50	\$ -	
65	3" DCM Sleeving (Labor & Materials)	0	LF	\$ 7.00	\$ -	
66					Sub Total	\$ -

PROJECT REMAINING ITEMS - CHESTNUT GROVE
ADDRESS Marion County, FL
Submission
Date of plans
Total Cost Estimate \$ 1,752,385 (w/ 20% Bond)



Lot Count & Per lot Cost N/A -
Acreage & Per Ac Cost -
LF of Roadway & Per LF Cos -

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (352) 387-4540

SR #	DESCRIPTION	QTY.	UNIT	TOTAL UNIT COST	TOTAL COST	SUBTOTALS
Miscellaneous - Internal						
67	Mobilization	0	LS	\$ 4,402.00	\$ -	
68	Layout & Staking	1	LS	\$ 43,139.00	\$ 24,500	
69						Sub Total \$ 24,500
Landscape & Irrigation						
70	Landscape & Irrigation	1	LS	\$ 620,121.85	\$ 620,122	
71						Sub Total \$ 620,122
TOTAL					\$ 1,460,321.1	
120% OF COST ESTIMATE					\$ 1,752,385	

TOTAL AMOUNT TO BE BONDED (OR LETTER OF CREDIT PROVIDED) \$ 1,752,385

Notes: 1) Unless specified above, cost estimate excludes: Permits, Certified As-Builts, Rock Removal, Remove and Replace Unsuitables, Traffic Control, Fencing, Electrical Conduit, Telephone, and Cable.



This item has been digitally signed and sealed by Cameron M. Hines on the date adjacent to the seal. Signature must be verified on any electronic copies.

4/14/2026

**EXHIBIT B
SURETY BOND**



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Faith

Subdivision Bond
Faithful Performance

Bond No. PB02433600009

SUBDIVISION BOND

KNOW ALL MEN BY THESE PRESENTS: That Colen Built Development, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Florida, as Surety are held and firmly bound unto Marion County in the sum of One million seven hundred fifty-two thousand three hundred eighty five & 00/100 Dollars (\$1,752,385.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated June 1, 2025, with the Marion County to do and perform the following work, to wit:

Chestnut Grove - Phase 2

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Morristown, New Jersey this 20th day of April, 2026.

Colen Built Development, LLC

(Principal)

(Seal)

By: 

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

By: 

April D. Perez, Attorney-In-Fact, FL Non-Resident License #G047993

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Terry Ann Gonzales-Selman, April D. Perez, Kelly O'Malley, Annette Audinot, Jessica Iannotta, Ann Marie Keane, Allison D. Perez, Amanda R. Harvin and Kimberly Leonard of MARSH USA, Inc.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances, consents of surety and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$Unlimited**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in t

he nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 21ST DAY OF AUGUST 2025.



(Seal)

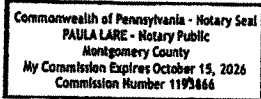
John Glomb
John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 21st day of August, 2025, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Paula Lare

Notary Public:



residing at: Bala Cynwyd

My commission expires: October 15, 2026

I, Angelique Cooper, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 21st day of August, 2025 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of April, 2026.



Angelique Cooper

Angelique Cooper, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



**Marion County
Board of County Commissioners**

Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Email: DevelopmentReview@marionfl.org

Date: February 16, 2026

To: Tillman & Associates
1720 SE 16th Avenue
Ocala, FL 34471

Subject: Status Letter - Approved - Signed/Sealed Plans Required
Case Type: Preliminary Plat
Case Name: CALESA TOWNSHIP - CHESTNUT GROVE (REVISION TO AR #32356)
Case #: #33543

Dear Tillman& Associates,

The above referenced Preliminary Plat was Approved - Signed/Sealed Plans Required by the Development Review Committee on 2/16/2026. If approved this case will expire on 2/16/2031

Expiration dates do not apply to statuses other than approvals. If the status does not indicate an approval and the case has been closed applicants may be required to reapply for consideration. Further, expiration dates do not apply to cases requiring drawings to be recorded.

Log into the online portal anytime at https://selfservice.marionfl.org/energov_prod/selfservice#/home to view comments (such as informational comments), recommendations, conditions, holds, fees, files and/or next steps, if any.

Any conditions or holds imposed must be satisfied and all fees paid prior to the final completion of this case.

Regarding next steps, the portal is where applicants may schedule inspections, comply with additional requirements or apply for sub records, as appropriate.

Feel free to contact us at (352) 671-8686 or DevelopmentReview@marionfl.org with questions.

Sincerely,

Your Development Review Team
Office of the County Engineer



**Marion County
Board of County Commissioners**

Office of the County Engineer
412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Email: DevelopmentReview@marionfl.org

Date: April 14, 2026

To: Tillman Associates
1720 SE 16th Avenue
Ocala, FL 34471

Subject: Status Letter - Approved - Signed/Sealed Plans Required
Case Type: Improvement Plan
Case Name: CALESA TOWNSHIP - CHESTNUT GROVE (REVISION TO 32357)
Case #: 33399

Dear Tillman & Associates,

The above referenced Improvement Plan was Approved - Signed/Sealed Plans Required by the County Engineer, or designee, on 03/06/2026. If approved this case will expire on 03/06/2031.

Expiration dates do not apply to statuses other than approvals. If the status does not indicate an approval and the case has been closed applicants may be required to reapply for consideration.

Log into the online portal anytime at https://selfservice.marionfl.org/energov_prod/selfservice#/home to view comments (such as informational comments), recommendations, conditions, holds, fees, files and/or next steps, if any.

Any conditions or holds imposed must be satisfied and all fees paid prior to the final completion of this case.

Regarding next steps, the portal is where applicants may schedule inspections, comply with additional requirements or apply for sub records, as appropriate.

Feel free to contact us at (352) 671-8686 or DevelopmentReview@marionfl.org with questions.

Sincerely,

Your Development Review Team
Office of the County Engineer