

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

THIS AGREEMENT made and entered into this 18 day of September, 2024, 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 SURETY.

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
(totaling 120% of the outstanding improvements): \$4,949,574.60

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 by Del Webb Solaire Phase 1

Phase: _____

Plat Book _____ Page(s) _____

Surety: _____

Surety'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 described in the County approved 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 under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond 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 December 15th, 2023, and on file with the COUNTY Office of the County Engineer (file # 30370), all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature, including landscaping, irrigation and amenities consisting of park and open space (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. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements plus 20% 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 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. COUNTY may also draw upon the surety bond for the funds necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor 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.

4. Within 10 days after verification of the completion of construction of all Improvements, 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. 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.

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:

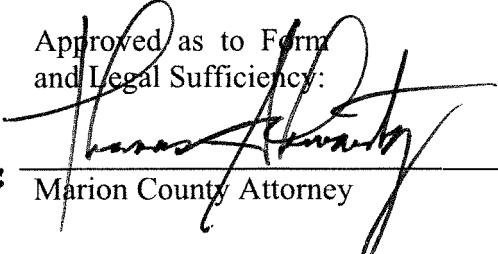
**BOARD OF COMMISSIONERS
MARION COUNTY, FLORIDA**

Gregory C. Harrell, Clerk

Kathy Bryant, Chairman

Date: _____

Approved as to Form
and Legal Sufficiency:

For: 

Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

EXHIBIT A

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS STONE CREEK BY DEL WEBB SOLAIRE PHASE 1						
ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. CLEARING, GRUBBING AND EARTHWORK						
1	Sod (2' behind curb)	10428	3,300	SY	2.85	9,405.00
2	Inlet protection	10428	52	EA	300.00	15,600.00
CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL						\$ 25,005.00
II. UNDERGROUND						
II.a. DRAINAGE						
1	Connect to Existing Inlet	10442	1	EA	4,000.00	4,000.00
2	12" S.D.	10442	1,709	LF	49.00	83,741.00
3	15" S.D.	10442	476	LF	57.00	27,132.00
4	18" S.D.	10442	1,648	LF	65.00	107,120.00
5	24" S.D.	10442	2,948	LF	97.00	285,956.00
6	30" S.D.	10442	442	LF	135.00	59,670.00
7	36" S.D.	10442	67	LF	150.00	10,050.00
8	18" RCP	10442	337	LF	96.00	32,352.00
9	24" RCP	10442	174	LF	125.00	21,750.00
10	30" RCP	10442	207	LF	188.00	38,916.00
11	36" RCP	10442	597	LF	249.00	148,653.00
12	18" ADS 22.5 Degree Bend	10442	1	EA	2,000.00	2,000.00
13	18" ADS 45 Degree Bend	10442	1	EA	2,100.00	2,100.00
14	12" ADS 22.5 Degree Bend	10442	2	EA	1,700.00	3,400.00
15	18" Mitered-End	10442	2	EA	1,000.00	2,000.00
16	24" Mitered-End	10442	1	EA	1,600.00	1,600.00
17	30" Mitered-End	10442	2	EA	2,000.00	4,000.00
18	36" Mitered-End	10442	3	EA	2,600.00	7,800.00
19	Rip Rap Pads	10442	8	EA	2,000.00	16,000.00
20	FDOT Type "P" Valley Gutter Inlet	10442	28	EA	5,400.00	151,200.00
21	FDOT Type "J" Valley Gutter Inlet	10442	3	EA	8,500.00	25,500.00
22	FDOT Type "J" Storm Manhole	10442	3	EA	5,400.00	16,200.00
23	FDOT Type "P" Storm Manhole	10442	4	EA	3,500.00	14,000.00
24	FDOT Type "D" Inlet	10442	1	EA	7,700.00	7,700.00
25	FDOT Type "C" Inlet	10442	2	EA	3,800.00	7,600.00
26	Yard Drain	10442	29	EA	4,000.00	116,000.00
DRAINAGE SUBTOTAL						\$ 1,196,440.00
II.b. SANITARY SEWER						
1	Connect to Existing Manhole	10438	2	EA	2,000.00	4,000.00
2	Sanitary Manhole (4'-6' Depth)	10438	2	EA	3,800.00	7,600.00
3	Sanitary Manhole (4'-6' Depth) Lined	10438	1	EA	6,800.00	6,800.00
4	Sanitary Manhole (6'-8' Depth)	10438	4	EA	4,200.00	16,800.00
5	Sanitary Manhole (8'-10' Depth)	10438	5	EA	5,100.00	25,500.00
6	Sanitary Manhole (10'-12' Depth)	10438	3	EA	5,700.00	17,100.00
7	Sanitary Manhole (12'-14' Depth)	10438	1	EA	6,300.00	6,300.00
8	Sanitary Manhole (14'-16' Depth)	10438	2	EA	7,100.00	14,200.00
9	Sanitary Manhole (16'-18' Depth)	10438	1	EA	7,700.00	7,700.00
10	Sanitary Manhole (18'-20' Depth)	10438	3	EA	8,500.00	25,500.00
11	8" PVC (SDR 26) Gravity Sewer	10438	5,880	LF	45.00	264,600.00
12	Single sewer service, includes all fittings (SDR 26)	10438	4	EA	1,400.00	5,600.00
13	Double sewer service, includes all fittings (SDR 26)	10438	73	EA	1,600.00	116,800.00
14	4" DR-18 Force Main	10438	216	LF	20.00	4,320.00
15	4" x 45° M.J.D.I Bend	10438	2	EA	1,300.00	2,600.00
16	4" x 90° M.J.D.I Bend	10438	1	EA	1,400.00	1,400.00
17	4" Cap	10438	1	EA	1,200.00	1,200.00
18	Testing of gravity sewer	10438	5,880	LF	2.00	11,760.00
SANITARY SEWER SUBTOTAL						539,780.00
II.c. WATER DISTRIBUTION						
1	Remove Cap & Connect	10444	2	EA	2,000.00	4,000.00
2	8" PVC DR-18, C900, Water Main including restrained joints and sleeving	10444	6,460	LF	50.00	323,000.00
3	8" Gate valve and box	10444	9	EA	3,200.00	28,800.00
4	8" x 8" M.J.D.I Tee	10444	4	EA	1,400.00	5,600.00
5	8" x 45° M.J.D.I Bend	10444	2	EA	1,000.00	2,000.00
6	8" x 22.5° M.J.D.I Bend	10444	13	EA	1,000.00	13,000.00
7	8"x2" Blowoff	10444	3	EA	3,000.00	9,000.00
8	Fire Hydrant Assembly	10444	12	EA	8,600.00	103,200.00
9	Single Water Service, including sleeving	10444	11	EA	1,200.00	13,200.00
10	Double Water Service, including sleeving	10444	70	EA	1,400.00	98,000.00

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS STONE CREEK BY DEL WEBB SOLAIRE PHASE 1						
ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
11	Pressure Testing of Water Main	10444	6,460	LF	2.00	12,920.00
12	Dog Park Water Service	10444	1	EA	2,600.00	2,600.00
13	Chlorination and bacteriological clearance	10444	6	EA	500.00	3,000.00
WATER DISTRIBUTION SUBTOTAL						\$ 618,320.00
III. ROAD CONSTRUCTION						
1	Type "M" curb, includes all transitions and drop curb	10464	10,865	LF	19.50	211,867.50
2	Type 'F' Curb	10464	1,325	LF	21.00	27,825.00
3	5' Concrete Sidewalk	10466	650	SY	63.00	40,950.00
4	Type "D" Curb	10466	227	LF	15.00	3,405.00
5	Type "A" Curb	10466	80	LF	15.00	1,200.00
6	12" Stabilized Subgrade (residential roads)	10458	19,250	SY	7.86	151,305.00
7	8" Limerock Base (residential roads)	10458	15,400	SY	19.41	298,914.00
8	Prime Coat (residential roads)	10458	15,400	SY	0.75	11,550.00
9	1.25" SP-9.5 Asphalt (residential roads)	10458	15,400	SY	13.87	213,598.00
10	Horizontal turn with advisory plaque sign, complete	10458	4	EA	550.00	2,200.00
11	Stop sign, street name sign, complete	10458	7	EA	770.00	5,390.00
12	Speed limit Sign	10458	1	EA	550.00	550.00
13	EOR Marker	10458	2	EA	880.00	1,760.00
14	24" white thermoplastic stop bar (residential roads)	10458	84	LF	10.00	840.00
15	12" white thermoplastic crosswalk	10458	541	LF	6.00	3,246.00
ROAD CONSTRUCTION SUBTOTAL						\$ 974,600.50
IV. MISCELLANEOUS						
1	Stack-Block Retaining Wall	10468	6,110	SF	50.00	305,500.00
2	Survey As-Builts and Monumentation	10318	1	LS	80,000.00	80,000.00
3	Code Required Landscape & Irrigation	10468	1	LS	136,000.00	136,000.00
4	Enhanced Landscape and Irrigation	10468	1	LS	204,000.00	204,000.00
5	Dog Park	10468	1	LS	45,000.00	45,000.00
MISCELLANEOUS TOTAL						\$ 770,500.00
SUMMARY						
I. CLEARING AND EARTHWORK						\$ 25,005.00
II. UNDERGROUND						
IIa. DRAINAGE						\$ 1,196,440.00
IIb. SANITARY SEWER						\$ 539,780.00
IIc. WATER DISTRIBUTION						\$ 618,320.00
III. ROAD CONSTRUCTION						\$ 974,600.50
IV. MISCELLANEOUS						\$ 770,500.00
SUB TOTAL						\$ 4,124,645.50
BOND IMPROVEMENT WITH MARION COUNTY (ADDITIONAL 20%)						\$ 824,929.10
GRAND TOTAL						\$ 4,949,574.60

PREPARED BY:

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

