# MARION COUNTY SUBDIVISION IMPROVEMENT AGREEMENT WITH SURETY BOND (LIMITED LIABILITY COMPANY)

THIS AGREEMENT made and entered into thisby, between and among MARION COUNTY, a political whose address is 601 SE 25 <sup>th</sup> Avenue, Ocala, Florida 34471, and the below-listed DEVELOPER and SURETY.	subdivision	of the State of Florida,
WITNESSETI	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: Sabana Owner, LLC, a Florida Limited Liability Company								
Developer's Address	s: 240 Crandon Blvd., Suite 201							
	Key Biscayne, FL 33149							
Project Engineer: Tillman and Associates Engineering, LLC								
0	of Costs of Improvements e outstanding improvements): \$1,896,835.80							
Developer's Estimat	te of Time to Complete All Improvements							
(not to exceed 2 year	rs from date of this Agreement): 1 Year							
Subdivision Name:	Sabana Reserve (a Planned Unit Development)							
Phase:	Phase 1							
Plat Book	Page(s)							
Surety:								
Surety's Address:	The Gray Casualty & Surety Company							
_	PO Box 6202, Metairie, LA 70009							

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) and in paragraphs 4 and 5.

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, and by agreeing to COUNTY not issuing certificates of occupancy as set forth in paragraphs 4 and 5.

**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 February 1, 2025, and on file with the COUNTY Office of the County Engineer (project file # 2024060071, application # 31716), all roads, pavement and other Improvements, including all catch basins and drainage facilities, monuments, street signs and other Improvements of any nature (including Amenities and Landscaping/Buffering which are the subject of paragraphs 4 and 5), (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 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, other than Amenities and Landscaping/Buffering, 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 may promptly remedy the default or 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 constructions of 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.

#### 4. Amenities.

- a. The Engineer's Estimate of Costs of Improvements, and DEVELOPER'S Estimate of Time to Complete All Improvements, do not include amenities as identified on **Exhibit "C"** ("Amenities") being constructed as part of the Improvements. Therefore, the surety bond posted by DEVELOPER and SURETY does not provide assurance for such Amenities.
- b. Developer agrees to (i) commence construction of the Amenities consistent with the approved PUD before the COUNTY has issued a fiftieth certificate of occupancy for Sabana Reserve; and (ii) complete construction of all the Amenities consistent with the approved PUD by the earlier of (a) the date that COUNTY has issued the one hundredth certificate of occupancy for Sabana Reserve; or (b) the date that is five (5) years from the County's issuance of the first certificate of occupancy for Sabana Reserve.
- c. As assurance of DEVELOPER'S obligation to construct the Amenities, DEVELOPER agrees that, if DEVELOPER fails to commence or complete construction of the Amenities by the date set forth in paragraph 4.b, COUNTY may withhold further certificates of occupancy for all phases of Sabana Reserve.

## 5. Landscaping/Buffering.

- a. The Engineer's Estimate of Costs of Improvements, and Developer's Estimate of Time to Complete All Improvements, do not include landscaping or buffering, and irrigation associated therewith described in **Exhibit "D"** (collectively "Landscaping/Buffering"). Therefore, the surety bond posted by DEVELOPER and SURETY does not provide assurance for such Landscaping/Buffering.
- b. DEVELOPER agrees to construct or install the Landscaping/Buffering concurrent with site clearing except to the extent that the installed Landscaping/Buffering would interfere with construction of other Subdivision Improvements, in which event

Developer shall install the same when such interference is no longer an issue as reasonably determined by the COUNTY.

- c. As assurance of DEVELOPER'S obligation to construct or install the Landscaping/Buffering, DEVELOPER agrees that, if DEVELOPER fails to construct or install the Landscaping/Buffering by the date set forth in paragraph 5.b, COUNTY may withhold further certificates of occupancy for Sabana Reserve.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.

- 11. 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.
- 12. 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.
- After DEVELOPER has completed some of the Subdivision Improvements, 13. 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 Subdivision Improvements other than Amenities and Landscaping/Buffering. Partial releases of the aggregate face value of this Bond 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 this 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 surety bond simultaneously with DEVELOPER's delivery of a new surety bond in the amount of the new Engineer's Estimate of Cost of 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 13.
- 14. 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.
- 15. 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.

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ATTEST:	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:  Matthew G. Minter	Dute.

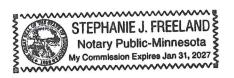
SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

### SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

Signed and delivered in our presence as witnesses:	DEVELOPER: SABANA OWNER LLC, A FLORIDA LIMITED LIABILITY COMPANY
Witness #1:  Print Name: Stubbanic Toulor	BY: SABANA MANAGER LLC, A FLORIDA LIMITED LIABILITY COMPANY
Address: 5449 J. Pine AVE	Its: Manager By:
Print Name: N'COLAS SAIG 400	Print name: Rafael Celis
Address: 1080 BRICKEU ME	Title: Manager
- MIPHON PL 33131.	Date: 06/04 25
Before me by means of physical presence or on the physical presence or of the physical presence or of the physical presence or on the physical	RAFAEL CELIS, MANAGER OF LIABILITY COMPANY MANAGER OF LIMITED LIABILITY COMPANY has producedexecuted the foregoing instrument, and who
JAMIE LYNN FERRIMAN LITTLE  MY COMMISSION # HH 611283  EXPIRES: July 23, 2026  My Col	ype Name: Jamo Lynnferrman L Ho Public in and for the County and State id. mmission Expires: July 33, 2020 mmission No: HH 1011283

## SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

Signed and delivered in our presence as witnesses:	SURETY: The Gray Casualty & Surety Company
Witness #1:	By:(signature)
Print Name: Sarah Theusch	Print name: Brad Quiri
Address: 1710 N. Douglas Dr, Ste 110	
Golden Valley, MN 55422	Title: Attorney-In-Fact
Witness #2:  Print Name: Abby Mitchell Address: 1710 N. Douglas Dr, Ste 110 Golden Valley, MN 55422	Date: <u>06/01/2025</u>
STATE OF Minnesota COUNTY OF Hennepin	 _
	or $\square$ online notarization his 1st day of June, 2025,
	of The Gray Casualty to me or has produced Personally Known (type of
	executed the foregoing instrument, and who
acknowledged that he/she did so as an officer	of The Gray Casualty & Surety Company all by and
with the authority of the Board of Directors o	
-	of war
	Print/Type Name: <u>Stephanie Freeland</u> Notary Public in and for the County and State
	aforesaid.
	My Commission Expires: Jan. 31st, 2027
	My Commission No.: 31049281



# EXHIBIT A ENGINEER'S ESTIMATE OF COST OF IMPROVEMENTS

ADDRESS

PROJECT

MARION COUNTY, FLORIDA

Submission

Date of plans

Total Cost Estimate Lot Count & Per lot Cost

\$3,655,788.12

N/A

Acreage & Per Ac Cost N/A



Website:

www.tillmaneng.com

Email:

permits@tillmaneng.com

(352) 387-4540

	F of Roadway & Per LF Co: N/A		REM.	KOA:	Contact: TOTAL UNIT	(352) 387-4540	V 153 ( 3 )
#	DESCRIPTION	QTY.	QTY.	UNIT	COST	TOTAL COST	SUBTOTALS
P	PHASE 1						
	GENERAL CONSTRUCTION						
1	Mobilization	1	10%	LS	\$ 10,450.00	\$ 1,045.00	
2	Survey & As-Builts	1	20%	LS	\$ 31,320.00	\$ 6,264.00	
3	Geotechnical Testing	1	20%	LS	\$ 29,750.00	\$ 5,950.00	
4	Maintenance of Traffic	1	50%	LS	\$ 3,220.00	\$ 1,610.00	
5	NPDES	1	30%	LS	\$ 2,650.00	\$ 795.00	
							\$ 15,664.
	EARTHWORK						
6	Fine Grade ROW	7553	53%	SY	\$ 0.50	\$ 1,996.50	
7	Grassing-Pond Slopes Only	11284	100%	SY	\$ 3.30	\$ 37,237.20	
8	Grassing-Slopes & Swales	13900	100%	SY	\$ 3.30	\$ 45,870.00	
9	Grassing-ROW 2' Back of Curb	3960	100%	SY	\$ 3.30	\$ 13,068.00	
10	Seed & Mulch- Lots/Dist Areas	167409	100%	SY	\$ 0.35	\$ 58,593.15	
							\$ 156,764.
	ASPHALT R.O.W.						
11	1.5" SP-12.5 Asphalt	8540	100%	SY	\$ 17.25	\$ 147,315.00	
12	8" Limerock Base	8540	100%	SY	\$ 14.55	\$ 124,257.00	
13	12" Stabilized Subgrade (LBR 40)	11005	100%	SY	\$ 6.35	\$ 69,881.75	
14	Miami Curb	5740	100%	LF	\$ 21.60	\$ 123,984.00	
15	Type D Curb	840	100%	LF	\$ 26.20	\$ 22,008.00	
16	Type F Curb	780	100%	LF	\$ 26.20	\$ 20,436.00	
17	4" Concrete Sidewalk	10985	100%	SF	\$ 7.25	\$ 79,641.25	
18	Handicap Ramps	12	100%	EA	\$ 977.50	\$ 11,730.00	
19	Concrete Driveway	1334	100%	SF	\$ 8.05	\$ 10,738.70	
20	Signage & Striping	1	100%	LS	\$ 6,220.00	\$ 6,220.00	
						•	\$ 616,211
	STORM						
-	18" MES	3	100%	EA	\$ 1,166.85	\$ 3,500.55	
21	24" MES	1	100%	EA	\$ 1,526.45	\$ 1,526.45	
	24 1915			EA	\$ 2,638.10	\$ 5,276.20	
22	30" MES	2	100%				t
23		2	100%	EA	\$ 3,286.40	\$ 6,572.80	
22	30" MES				\$ 3,286.40 \$ 3,895.95	-	
22 23 24	30" MES 36" MES	2	100%	EA		\$ 3,895.95	

ADDRESS

PROJECT

MARION COUNTY, FLORIDA

Submission

Date of plans

Total Cost Estimate

\$3,655,788.12

Lot Count & Per lot Cost

Acreage & Per Ac Cost

N/A N/A



Website:

www.tillmaneng.com

Email:

permits@tillmaneng.com

^	treage at Fet Ac cost				Linaii.	permission maneria,	2011
LI	of Roadway & Per LF Co: N/A				Contact:	(352) 387-4540	
SR#	DESCRIPTION	QTY.	REM. QTY.	UNIT	TOTAL UNIT	TOTAL COST	SUBTOTALS
27	Sanitary Testing	4612	100%	LF	\$ 5.55	\$ 25,596.60	
28	Lift Station Complete	1	50%	LS	\$ 465,378.90	\$ 232,689.45	
29	Connect to Existing (TSV)	1	100%	LS	\$ 5,269.45	\$ 5,269.45	
30	4" PVC C900 DR18 Forcemain	380	100%	LF	\$ 19.95	\$ 7,581.00	
31	Directional Drill	160	100%	LF	\$ 155.10	\$ 24,816.00	
32	4" Plug Valve & Box	4	100%	EA	\$ 2,154.50	\$ 8,618.00	
33	Fittings	1	100%	LS	\$ 5,276.50	\$ 5,276.50	
34	ROW Restoration	450	100%	SY	\$ 4.35	\$ 1,957.50	
35	Testing	540	100%	LF	\$ 2.30	\$ 1,242.00	
	•						\$ 313,046.50
	WATER						
36	8" Gate Valve & Box	8	100%	EA	\$ 3,393.55	\$ 27,148.40	
37	2" Blow Off Assy.	3	100%	EA	\$ 1,664.75	\$ 4,994.25	
38	Temp Jumper	1	100%	EA	\$ 2,795.55	\$ 2,795.55	
39	Lift Station Water Service	1	100%	EA	\$ 2,885.70	\$ 2,885.70	
40	Single Water Service	21	100%	EA	\$ 903.40	\$ 18,971.40	
41	Double Water Service	40	100%	EA	\$ 1,119.05	\$ 44,762.00	
42	1.5" Service	1	100%	EA	\$ 7,475.60	\$ 7,475.60	
43	Fittings	1	100%	LS	\$ 19,060.00	\$ 19,060.00	
44	Testing	3442	100%	LF	\$ 4.05	\$ 13,940.10	
							\$ 142,033.00
	ELECTRIC						
45	Sabana Farms City of Ocala Electrial Conduit	1	100%	LS	\$ 192,998.00	\$ 192,998.00	
	LANDSCAPE & IRRIGATION						
46	LANDSCAPE & IRRIGATION	1	100%	LS	\$ 100,000.00	\$ 100,000.00	
							\$ 100,000.00
P	HASE 2						
	GENERAL CONDITIONS						
47	Mobilization	1	100%	LS	\$ 9,865.00	\$ 9,865.00	
48	Survey & As-Builts	1	100%	LS	\$ 20,150.00	\$ 20,150.00	
49	Geotechnical Testing	1	100%	LS	\$ 18,550.00	\$ 18,550.00	
50	NPDES	1	100%	LS	\$ 1,520.00	\$ 1,520.00	
51	Construction Entrance	1	100%	EA	\$ 3,743.25	\$ 3,743.25	
31	Construction Entrance		10070	L.	¥ -7	2 000	

ADDRESS

PROJECT

MARION COUNTY, FLORIDA

Submission

Date of plans

Total Cost Estimate

\$3,655,788.12

Lot Count & Per lot Cost

LF of Roadway & Per LF Co:

N/A

N/A Co: N/A

Acreage & Per Ac Cost N/A

Tillman & Associates

ENGINEERING, LLC.

Contact:

Website: www.tillmaneng.com

(352) 387-4540

Email: permits@tillmaneng.com

SR#	DESCRIPTION	QTY.	REM. QTY.	UNIT	AL UNIT	TOTAL COST	SUBTOTALS
							\$ 55,990.05
	EARTHWORK						
53	Fine Grade Lots	26499	100%	SY	\$ 0.55	\$ 14,574.45	
54	Fine Grade Slopes & Swales	1860	100%	SY	\$ 0.50	\$ 930.00	
55	Fine Grade Dist Areas	2698	100%	SY	\$ 0.50	\$ 1,349.00	
56	Fine Grade ROW	2410	100%	SY	\$ 0.50	\$ 1,205.00	
							\$ 18,058.45
	GRASSING						
57	Grassing-Slopes & Swales	1860	100%	SY	\$ 3.30	\$ 6,138.00	
58	Grassing-ROW 2' Back of Curb	3960	100%	SY	\$ 3.30	\$ 13,068.00	
59	Seed & Mulch- Lots/Dist Areas	29197	100%	SY	\$ 0.55	\$ 16,058.35	
							\$ 35,264.35
	ROADWAY						
60	1.5" SP-12.5 Asphalt	3430	100%	SY	\$ 17.25	\$ 59,167.50	
61	8" Limerock Base	3430	100%	SY	\$ 14.55	\$ 49,906.50	
62	12" Stabilized Subgrade (LBR 40)	4116	100%	SY	\$ 6.35	\$ 26,136.60	
63	Miami Curb	2980	100%	LF	\$ 21.60	\$ 64,368.00	
64	4" Concrete Sidewalk	2018	100%	SF	\$ 7.25	\$ 14,630.50	
65	Handicap Ramps	2	100%	EA	\$ 977.50	\$ 1,955.00	
66	Signage & Striping	1	100%	LS	\$ 2,820.00	\$ 2,820.00	
							\$ 218,984.10
	DRAINAGE						
67	18" ADS HP	674	100%	LF	\$ 43.45	\$ 29,285.30	
68	24" ADS HP	242	100%	LF	\$ 64.95	\$ 15,717.90	
69	30" ADS HP	130	100%	LF	\$ 97.30	\$ 12,649.00	
70	36" ADS HP	242	100%	LF	\$ 109.95	\$ 26,607.90	
71	Curb Inlet	7	100%	EA	\$ 4,767.45	\$ 33,372.15	
72	Curb Inlet J-Bottom	4	100%	EA	\$ 7,788.30	\$ 31,153.20	
73	Type C Inlet	4	100%	EA	\$ 3,259.45	\$ 13,037.80	
74	Testing	1288	100%	LF	\$ 4.05	\$ 5,216.40	
							\$ 167,039.65
	WATERMAIN						
75	8" Watermain DR18	1510	100%	LF	\$ 36.25	\$ 54,737.50	
76	8" Gate Valve & Box	3	100%	EA	\$ 3,393.55	\$ 10,180.65	
77	2" Blow Off Assy.	1	100%	EA	\$ 1,664.75	\$ 1,664.75	
		1			\$ 2,795.55	\$ 2,795.55	

ADDRESS MARION COUNTY, FLORIDA

Submission

Date of plans

Total Cost Estimate

\$3,655,788.12

Lot Count & Per lot Cost N/A Acreage & Per Ac Cost

N/A



Website:

www.tillmaneng.com

Email:

permits@tillmaneng.com

Α	Acreage & Per Ac Cost N/A				Ema	il:	permits@tillmaneng	.com	
L	F of Roadway & Per LF Co: N/A				Cont		(352) 387-4540		
SR#	DESCRIPTION	QTY.	REM. QTY.	UNIT	то	TAL UNIT COST	TOTAL COST		SUBTOTALS
79	Fire Hydrant Assy.	2	100%	EA	\$	7,435.70	\$ 14,871.40		
80	Single Water Service	9	100%	EA	\$	903.40	\$ 8,130.60		
81	Double Water Service	18	100%	EA	\$	1,119.05	\$ 20,142.90		
82	Fittings	1	100%	LS	\$	6,945.00	\$ 6,945.00		
83	Testing	1510	100%	LF	\$	4.05	\$ 6,115.50		
								\$	125,583.8
	LANDSCAPE & IRRIGATION								
84	LANDSCAPE & IRRIGATION	1	100%	LS	\$	75,000.00	\$ 75,000.00		
								\$	75,000.00
P	PHASE 3								
	GENERAL CONDITIONS								
85	Mobilization	1	100%	LS	\$	11,500.00	\$ 11,500.00		
86	Survey & As-Builts	1	100%	LS	\$	29,850.00	\$ 29,850.00		
87	Geotechnical Testing	1	100%	LS	\$	27,450.00	\$ 27,450.00		
88	NPDES	1	100%	LS	\$	3,100.00	\$ 3,100.00		
89	Construction Entrance	1	100%	EA	\$	3,743.25	\$ 3,743.25	5	
90	Inlet Protection	11	100%	EA	\$	180.15	\$ 1,981.65	5	
								\$	77,624.90
	EARTHWORK								
91	Fine Grade Lots	33840	100%	SY	\$	0.55	\$ 18,612.00		
92	Fine Grade Slopes & Swales	645	100%	SY	\$	0.50	\$ 322.50		
93	Fine Grade Dist Areas	2914	100%	SY	\$	0.25	\$ 728.50		
94	Fine Grade ROW	2575	100%	SY	\$	0.50	\$ 1,287.50		
								\$	20,950.50
	GRASSING ,								
95	Grassing-Slopes & Swales	645	100%	SY	\$	3.30	\$ 2,128.50		
96	Grassing-ROW 2' Back of Curb	3960	100%	SY	\$	3.30	\$ 13,068.00		
97	Seed & Mulch- Lots/Dist Areas	36754	100%	SY	\$	0.35	\$ 12,863.90		
								\$	28,060.4
	ROADWAY								
-	1.5" SP-12.5 Asphalt	3330	100%	SY	\$	17.25	\$ 57,442.50	0	
98				1	1 .	77.45	40 454 5	.	
98 99		3330	100%	SY	\$	14.55	\$ 48,451.50	,	
99		3330 3996	100%	SY	\$	6.35		+	

ADDRESS

PROJECT

MARION COUNTY, FLORIDA

Tillman & Associates

Submission

Date of plans

Total Cost Estimate

\$3,655,788.12

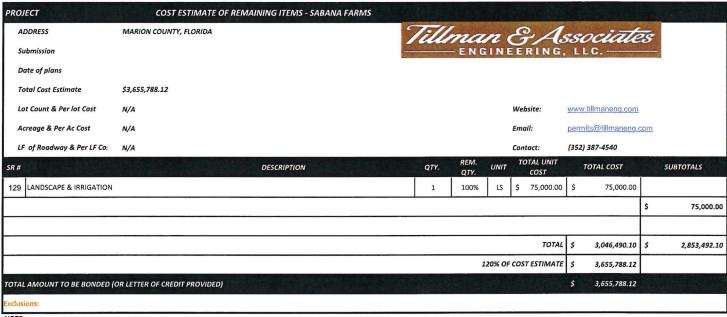
Lot Count & Per lot Cost

N/A

Website:

www.tillmaneng.com

Α	creage & Per Ac Cost N/A				Email:	pern	nits@tillmaneng.c	om	
L	F of Roadway & Per LF Co: N/A				Contact:	(352	387-4540		
R#	DESCRIPTION	QTY.	REM. QTY.	UNIT	TOTAL UNIT		TOTAL COST		SUBTOTALS
102	Handicap Ramps	2	100%	EA	\$ 977.50	0 \$	1,955.00		
103	Signage & Striping	1	100%	LS	\$ 4,250.00	\$	4,250.00		
								\$	199,897.6
	DRAINAGE								
104	18" ADS HP	620	100%	LF	\$ 43.4	5 \$	26,939.00		
105	24" ADS HP	296	100%	LF	\$ 64.9	5 \$	19,225.20		
106	30" ADS HP	160	100%	LF	\$ 97.3	0 \$	15,568.00		
107	Curb Inlet	10	100%	EA	\$ 4,767.4	5 \$	47,674.50		
108	Type C Inlet	1	100%	EA	\$ 3,259.4	5 \$	3,259.45		
109	P Manhole	1	100%	EA	\$ 3,092.3	0 \$	3,092.30		
110	Testing	1076	100%	LF	\$ 4.0	5 \$	4,357.80		
								\$	120,116.2
	GRAVITY SEWER								
111	8" SDR26 PVC Sewer (0' - 6')	202	100%	LF	\$ 29.4	0 \$	5,938.80		
112	8" SDR26 PVC Sewer (6' - 8')	464	100%	LF	\$ 31.3	5 \$	14,546.40		
113	8" SDR26 PVC Sewer (8' - 10')	272	100%	LF	\$ 32.5	5 \$	8,853.60		
114	8" SDR26 PVC Sewer (10' - 12')	396	100%	LF	\$ 33.9	5 \$	13,444.20		
115	Sewer Manhole 4' ID (6' - 8')	2	100%	EA	\$ 4,809.3	0 \$	9,618.60		
116	Sewer Manhole 4' ID (8' - 10')	1	100%	EA	\$ 5,363.5	0 \$	5,363.50		
117	Sewer Manhole 4' ID (10' - 12')	2	100%	EA	\$ 6,221.9	0 \$	12,443.80		
118	Single Sewer Service	4	100%	EA	\$ 1,267.6	0 \$	5,070.40		
118	Double Sewer Service	25	100%	EA	\$ 1,422.4	0 \$	35,560.00		
119	Sanitary Testing	1334	100%	LF	\$ 5.5	5 \$	7,403.70		
								\$	118,243.0
	WATERMAIN								10000000
120	8" Watermain DR18	1548	100%	LF	\$ 36.2	5 \$	56,115.00		
121	8" Gate Valve & Box	2	100%	EA	\$ 3,393.5	5 \$	6,787.10		
122	2" Blow Off Assy.	1	100%	EA	\$ 1,664.7	5 \$	1,664.75		
123	Temp Jumper	1	100%	EA	\$ 2,795.5	5 \$	2,795.55		
124	Fire Hydrant Assy.	2	100%	EA	\$ 7,435.7	0 \$	14,871.40		
125	Single Water Service	5	100%	EA	\$ 903.4	0 \$	4,517.00		
126	Double Water Service	26	100%	EA	\$ 1,119.0	5 \$	29,095.30		
127	Fittings	1	100%	LS	\$ 7,865.0	0 \$	7,865.00		
128	Testing	1548	100%	LF	\$ 4.0	5 \$	6,269.40		
								\$	129,980.5



NOTE:

1) Unless specific above, cost estimate excludes: Permits, Rock Removal, Remove and Replace Unsuitable, Fencing, Electrical Conduit, Telephone, and Cable.

2025.06.03 10:46:25 '00'04-



This item has been digitally signed and sealed by <code>Jeffrey M. McPherson</code> on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic

## **EXHIBIT B SURETY BOND**

## THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### GENERAL POWER OF ATTORNEY

Bond Number: GSA8301564 Principal: Sabana Owner LLC

Project: Sabana Reserve (a Planned Unit Development) - Phase 1

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jeremy Crawford, Michael D. Williams, Andrea Haight, Ethan Baker, and Brad Quiri of Golden Valley, Minnesota jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

SEAL By:

Michael T. Gray

President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the

voluntary act and deed, of their companies.

Leigh Anne Henican Notary Public Notary ID No. 92653 Orleans Parish, Louisiana

Leigh Anne Henican

Notary Public, Parish of Orleans State of Louisiana My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of June , 2025

Mark Mangans

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of June , 2025

Leigh Jume Henrican







# The Gray Insurance Company The Gray Casualty & Surety Company

#### **Subdivision Bond**

KNOW ALL PERSONS BY THESE PRESENTS, that we,	Sabana Owner LLC						
as Principal and The Gray Casualty & Surety Company							
firmly bound unto Marion County	, as Obligee, in th	ne sum of:					
One Million Eight Hundred Ninety Six Thousand Eight Hundred Th		\$ 1,896,835.80					
for the payment whereof said Principal and Surety bind the	hemselves, jointly and severally, a	as provided					
herein.							
WHEREAS, in order to file a plat or subdivision map, or to	o obtain a permit, the Principal ha	as entered into a					
contract with the Obligee which requires the Principal ma	ake certain improvements to the l	and as more					
particularly set forth in Sabana Reserve (a Planned Unit Deve	lopment) - Phase 1						

**NOW, THEREFORE,** the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract within time period granted by Obligee, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED**, **HOWEVER**, that this bond is subject to the following conditions:

1. The Principal is in Default under the contract;

(hereinafter referred to as the "Contract").

Bond Number: GSA8301564

., 2 1, ...

- 2. The Obligee has declared the Principal to be in Default and has given written notice to the Principal and Surety of such declarations;
- 3. The Obligee has performed its obligations under the Contract;

When the Obligee has satisfied the conditions above, the Surety shall have a reasonable time to take one of the following actions:

- 1. Complete or cause the completion of the Contract; or
- 2. Waive its right to perform and complete, or cause completion, and with reasonable promptness under the circumstances: (a) after investigation, determine the amount for which it may be liable to the Obligee and make payment to the Obligee; or (b) deny liability in whole or in part and notify the Obligee, citing reasons for denial.

This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond.

This bond is not a forfeiture obligation. The liability of the Surety shall in no event exceed either the penal sum of the bond or the reasonable cost of completing the improvements described in the Contract not completed by the Principal, whichever is less.

The Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of the said Contract or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alternations, additions, omissions, and other modifications.

Signed and sealed this 1st day of June,	2025	
Sabana Owner LLC	The Gray Casualty & Surety Company	
Principal	Surety	-
By: furl's	Ву:	
	Brad Quiri ,Attouney-in-Fact	