



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
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 REC FEES: \$146.00 INDEX FEES: \$0.00
 DDS: \$0 MDS: \$0 INT: \$0

Bond No. CMS0344903

**MARION COUNTY
 SUBDIVISION IMPROVEMENT AGREEMENT
 WITH SURETY BOND**

THIS AGREEMENT made and entered into this 6 day of June, 2023, 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.

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: Forestar (USA) Real Estate Group, Inc.

Developer's Address: 2221 E Lamar Blvd, Suite 790

Arlington, TX 76006

Project Engineer: Waldrop Engineering, P.A.

Engineer's Estimate of Costs of Improvements: \$6,617,358.00

Developer's Estimate of Time to Complete All Improvements: _____

Subdivision Name: Ocala Preserve – Phase 8

Plat Book 15 Page(s) 149-156

Surety: RLI Insurance Company

Surety's Address: 9025 N. Lindbergh Drive

Peoria, IL 61615

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 June 6, 2022, 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 if 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.

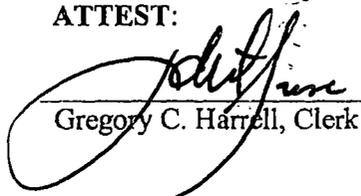
11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

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.

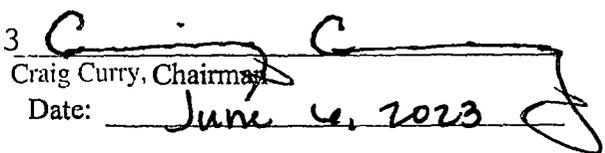
IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

ATTEST:

**BOARD OF COMMISSIONERS
MARION COUNTY, FLORIDA**


Gregory C. Harrell, Clerk

June 6, 2023


Craig Curry, Chairman
Date: June 4, 2023

Approved as to Form
and Legal Sufficiency:


Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

ATTEST:

By: [Signature]
(signature)
Print name: John Garrity

Title: Witness

Date: 11/29/2021

DEVELOPER: **Forestar (USA) Real Estate Group Inc.**

By: [Signature]
(signature)
Print name: Nicolas Aparicio

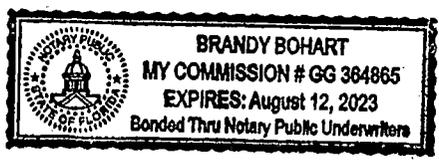
Title: Sr. Vice President

Date: 11/29/2021

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before me by means of physical presence or online notarization this 29th day of November, 2021 personally appeared Nicolas Aparicio, Sr. Vice President 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]
Print/Type Name: Brandy Bohart
Notary Public in and for the County and State aforesaid.
My Commission Expires: 8/12/2023
Serial No., if any: _____



SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

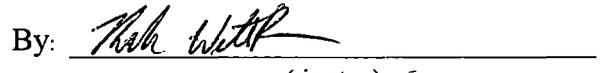
ATTEST:

By: 
(signature)
Print name: Joshua Sanford

Title: Witness

Date: 11/24/21

SURETY: RLI Insurance Company

By: 
(signature)
Print name: Noah William Pierce

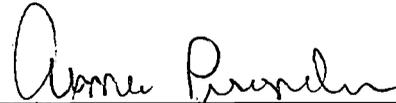
Title: Attorney-In-Fact

Date: 11/24/21

STATE OF Connecticut
COUNTY OF Hartford

Before me by means of physical presence or online notarization this 24th day of November, 2021 personally appeared Noah William Pierce, Attorney-In-Fact of RLI Insurance Company who is personally known to me or has produced n/a (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of RLI Insurance Company all by and with the authority of the Board of Directors RLI Insurance Company.





Print/Type Name: Aimee Perondine
Notary Public in and for the County and State
aforesaid.
My Commission Expires: May 31, 2021
Serial No., if any: _____

AIMEE PERONDINE
NOTARY PUBLIC - CT 174145
MY COMMISSION EXPIRES MAY 31, 2022

Ocala Preserve - Phase 8

EOPC

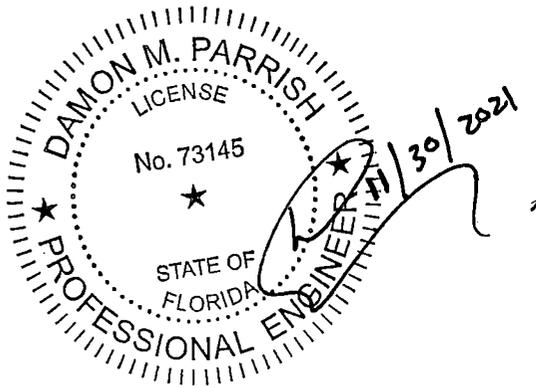
Outstanding Capital Improvements

SUMMARY

	Left to Complete
Erosion Control	\$ 43,850.00
Demolition / Clearing	\$ 105,400.00
Earthwork & Grading	\$ 954,200.00
Grassing	\$ 299,545.00
Drainage	\$ 1,664,040.00
Sanitary Sewer	\$ 781,710.00
Potable Water	\$ 740,820.00
Roadway	\$ 742,400.00
Miscellaneous	\$ 182,500.00
TOTAL	\$ 5,514,465.00

1. Unit costs based on information provided by Ciraco Underground Inc.

120% of the estimated cost of remaining improvements	\$ 6,617,358.00
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Damon Parrish, P.E.
Waldrop Engineering, P.A.
License No. 73145

EROSION CONTROL

Description	Quantity	% Complete	Unit	Unit Price	Left To Complete
Install Type-III Silt Fence	10,700	0%	LF	\$ 1.35	\$ 14,445.00
Silt Fence Maintenance	5,300	0%	LF	\$ 1.35	\$ 7,155.00
Tree Protection Fencing	1,100	0%	LF	\$ 2.50	\$ 2,750.00
Temporary Construction Entrance	1	0%	EA	\$ 2,500.00	\$ 2,500.00
Inlet Protection	85	0%	EA	\$ 200.00	\$ 17,000.00

EROSION CONTROL TOTAL = \$ 43,850.00

EXHIBIT 'A'

PAGE 3 OF 10

DEMOLITION / CLEARING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Clearing & Grubbing	1	0%	LS	\$ 50,000.00	\$ 50,000.00
Demo Existing Sanitary Sewer& Cleanouts	1	0%	LS	\$ 20,000.00	\$ 20,000.00
Demo Existing Drainage System	1	0%	LS	\$ 18,000.00	\$ 18,000.00
Disc Site	58	0%	AC	\$ 300.00	\$ 17,400.00

DEMOLITION / CLEARING TOTAL = \$ 105,400.00

EARTHWORK & GRADING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Earthwork, Cut to Fill	185,000	0%	CY	\$ 3.00	\$ 555,000.00
Over-Ex. & Replace Unsuitables (Per Report)	33,000	0%	CY	\$ 6.00	\$ 198,000.00
Fine Grade R/W & Utility Easement	35,000	0%	SY	\$ 1.00	\$ 35,000.00
Fine Grade Open Space Tracts	15,000	0%	SY	\$ 1.00	\$ 15,000.00
Fine Grade DRA's	81,600	0%	SY	\$ 1.00	\$ 81,600.00
Fine Grade Lots	232	0%	EA	\$ 300.00	\$ 69,600.00

EARTHWORK & GRADING TOTAL = \$ 954,200.00

GRASSING

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Sod 2' BOC (Bahia)	3,100	0%	SY	\$ 2.35	\$ 7,285.00
Sod DRA Slopes & Bottoms (Bahia)	81,600	0%	SY	\$ 2.35	\$ 191,760.00
Seed & Mulch R/W & Utility Easements	35,000	0%	SY	\$ 0.50	\$ 17,500.00
Seed & Mulch Open Space Tracts	15,000	0%	SY	\$ 0.50	\$ 7,500.00
Seed & Mulch Lots	151,000	0%	SY	\$ 0.50	\$ 75,500.00

GRASSING TOTAL = \$ 299,545.00

DRAINAGE

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Type "P" Valley Gutter Inlet	55	0%	EA	\$ 4,660.00	\$ 256,300.00
Type "J" Valley Gutter Inlet	34	0%	EA	\$ 6,560.00	\$ 223,040.00
Type "J" Storm Manhole	24	0%	EA	\$ 3,460.00	\$ 83,040.00
DFOT Type "C" Inlet	12	0%	EA	\$ 3,360.00	\$ 40,320.00
15" CL III RCP	744	0%	LF	\$ 49.00	\$ 36,456.00
18" CL III RCP	4056	0%	LF	\$ 58.00	\$ 235,248.00
24" CL III RCP	2,776	0%	LF	\$ 83.00	\$ 230,408.00
30" CL III RCP	592	0%	LF	\$ 114.00	\$ 67,488.00
36" CL III RCP	3,272	0%	LF	\$ 145.00	\$ 474,440.00
15" MES w/Rip Rap	1	0%	EA	\$ 2,100.00	\$ 2,100.00
18" MES w/ Rip Rap	2	0%	EA	\$ 2,300.00	\$ 4,600.00
24" MES w/ Rip Rap	2	0%	EA	\$ 3,000.00	\$ 6,000.00
26" MES w/ Rip Rap	1	0%	EA	\$ 4,600.00	\$ 4,600.00

DRAINAGE TOTAL = \$ 1,664,040.00

SANITARY SEWER

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Connect to Existing Manhole	1	0%	LS	\$ 5,000.00	\$ 5,000.00
4' ID Sanitary Manhole (0'-6' Depth)	4	0%	EA	\$ 3,160.00	\$ 12,640.00
4' ID Sanitary Manhole (6'-8' Depth)	3	0%	EA	\$ 3,660.00	\$ 10,980.00
4' ID Sanitary Manhole (8'-10' Depth)	5	0%	EA	\$ 4,170.00	\$ 20,850.00
4' ID Sanitary Manhole (10'-12' Depth)	11	0%	EA	\$ 4,680.00	\$ 51,480.00
4' ID Sanitary Manhole (12'-14' Depth)	7	0%	EA	\$ 7,490.00	\$ 52,430.00
4' ID Sanitary Manhole (14'-16' Depth)	7	0%	EA	\$ 8,100.00	\$ 56,700.00
4' ID Sanitary Manhole (16'-18' Depth)	6	0%	EA	\$ 8,650.00	\$ 51,900.00
4' ID Sanitary Manhole (18'-20' Depth)	1	0%	EA	\$ 9,300.00	\$ 9,300.00
4' ID Sanitary Manhole (20'-22' Depth)	1	0%	EA	\$ 10,000.00	\$ 10,000.00
Manhole Drop Connections	1	0%	EA	\$ 2,000.00	\$ 2,000.00
8" PVC (SDR 26)	6,804	0%	LF	\$ 39.00	\$ 265,356.00
Single Sewer Services	66	0%	EA	\$ 1,000.00	\$ 66,000.00
Double Sewer Services	83	0%	EA	\$ 1,250.00	\$ 103,750.00
Manhole Leak Testing	45	0%	EA	\$ 500.00	\$ 22,500.00
Video Inspect Gravity Sewer	6,804	0%	LF	\$ 4.00	\$ 27,216.00
Air Testing	6,804	0%	LF	\$ 2.00	\$ 13,608.00

SANITARY SEWER TOTAL = \$ 781,710.00

POTABLE WATER

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Remove Cap & Connect	1	0%	EA	\$ 2,000.00	\$ 2,000.00
12"x12" Wet Tap w/ Sleeve & Valve	1	0%	EA	\$ 6,500.00	\$ 6,500.00
Temporary Jumper Connection	1	0%	EA	\$ 2,700.00	\$ 2,700.00
12" DR 18 Pipe (Blue)	1440	0%	LF	\$ 90.00	\$ 129,600.00
8" DR 18 Pipe (Blue)	5980	0%	LF	\$ 46.00	\$ 275,080.00
8" Ductile Iron	20	0%	LF	\$ 48.00	\$ 960.00
12" Gate Valve and Box	4	0%	EA	\$ 3,450.00	\$ 13,800.00
8" Gate Valve and Box	9	0%	EA	\$ 2,000.00	\$ 18,000.00
MJ Fittings w/ Megalugs	56	0%	EA	\$ 850.00	\$ 47,600.00
Fire Hydrant Assembly	8	0%	EA	\$ 5,400.00	\$ 43,200.00
Single Water Services	24	0%	EA	\$ 850.00	\$ 20,400.00
Double Water Services	104	0%	EA	\$ 1,400.00	\$ 145,600.00
2" Irrigation Services	5	0%	EA	\$ 2,300.00	\$ 11,500.00
Blow-Off Assembly	1	0%	EA	\$ 3,000.00	\$ 3,000.00
Pressure Testing of Water Main	7440	0%	LF	\$ 2.00	\$ 14,880.00
Chlorination and Bacteriological Clearence	1	0%	LS	\$ 6,000.00	\$ 6,000.00

POTABLE WATER TOTAL = \$ 740,820.00

EXHIBIT "A"

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ROADWAY

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
12" Stabilized Subgrade	21,000	0%	SY	\$ 5.14	\$ 107,940.00
8" Limerock Base (Prime & Sand)	17,000	0%	SY	\$ 13.70	\$ 232,900.00
1.25" SP-9.5 Asphalt	17,000	0%	SY	\$ 9.33	\$ 158,610.00
Miami Curb	13,700	0%	LF	\$ 15.00	\$ 205,500.00
Type "D". Curb	100	0%	LF	\$ 12.00	\$ 1,200.00
Common Area Sidewalk	3,500	0%	SF	\$ 5.50	\$ 19,250.00
Handicap Ramps w/ Detectable Warning	8	0%	EA	\$ 1,300.00	\$ 10,400.00
Signage & Striping	1	0%	LS	\$ 6,600.00	\$ 6,600.00

ROADWAY TOTAL = \$ 742,400.00

EXHIBIT "A"
PAGE 10 OF 10

MISCELLANEOUS

Description	Quantity	% Complete	Unit	Unit Price	Left to Complete
Mobilization	1	0%	LS	\$ 20,000.00	\$ 20,000.00
Layout & Staking	1	0%	LS	\$ 75,000.00	\$ 75,000.00
Certified Asbuilts	1	0%	LS	\$ 5,000.00	\$ 5,000.00
Asphalt Trails (Complete)	3,300	0%	SY	\$ 25.00	\$ 82,500.00

MISCELLANEOUS TOTAL = \$ 182,500.00

SUBDIVISION BOND

Bond No. CMS0344903

KNOW ALL MEN BY THESE PRESENTS, that we Forestar (USA) Real Estate Group, Inc.

2221 E Lamar Blvd, Suite 790 Arlington, TX 76006

as Principal, and RLI Insurance Company

authorized to do business in the State of FL, as Surety, are held and firmly bound unto

Marion County

as Obligee, in the penal sum of Six Million Six Hundred Seventeen Thousand Three Hundred Fifty Eight Dollars and No

Cents (\$ 6,617,358.00) DOLLARS, lawful money of

the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Forestar (USA) Real Estate Group, Inc.

has agreed to construct in Ocala Preserve

the following improvements: Phase 8 - Earthwork, Utility, Drainage, Road construction infrastructure

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this 24th day of November, 2021.

Forestar (USA) Real Estate Group, Inc.

Principal

By:

Nicolas Aparicio Sr Vice President

RLI Insurance Company

By:

Noah William Pierce

Noah William Pierce

Attorney-in-Fact

Surety Phone No. 309-692-1000



S-3689/GEEF 2/98