



# 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 4/21/2026

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 attached Stone Creek by Del Webb Sundance Phase 4 Indemnification Agreement and Subdivision Improvement Agreement for approval.

- Improvement Plan was approved on 12/15/2023.
- Preliminary plat was approved on 7/17/2023

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. 2026-328

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 Attorne

### Outcome:

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

Date Received:

**RECEIVED**  
 By Marion County Attorney-WN at Apr 23, 2026

Attorney Signature: [Handwritten Signature] Date: April 24, 2026  
 Staff Signature: [Handwritten Signature] Date: 4/24/26 Returned:  Department  Admin  \_\_\_\_\_  
 Completed

**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 25<sup>th</sup> 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: Pulte Home Company, LLC

Developer's Address: 6320 SW 89<sup>th</sup> Court Road  
Ocala, FL 34481

Project Engineer: Gene Bruno Losito, P.E.

Engineer's Estimate of Costs of Improvements  
(totaling 120% of the outstanding improvements): \$1,153,432.80

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 Sundance Phase 4 (aka Pod 18)

Phase: \_\_\_\_\_

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

Bank: \_\_\_\_\_

Bank'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 Costs 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),

**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 December 15<sup>th</sup> 2023, and on file with the COUNTY Office of the County Engineer (AR # 30370), 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]

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 of 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 reduced 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 if a new surety bond in the amount of the new Engineer's Estimate of Costs 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:

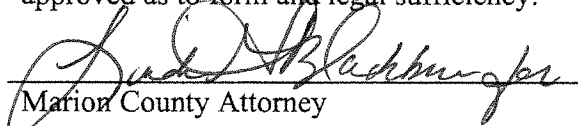
**MARION COUNTY, FLORIDA, a  
political subdivision of the State of Florida,  
by its Board of County Commissioners**

\_\_\_\_\_  
Gregory C. Harrell, Clerk of Court and  
Comptroller

\_\_\_\_\_  
Carl Zalak, III, Chairman

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

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

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

**SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE**

**DEVELOPER:**

By: [Signature]  
(signature)

Print name: Ray Aponre

Title: Director of Lead Development

Date: January 7, 2026

STATE OF Florida  
COUNTY OF Hillsborough

Before me by means of  physical presence or  online notarization this 7 day of January, 2026 personally appeared Ray Aponre, as Director of Lead Development of Pulte Home Company, 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.



Keeley Platt  
Print/Type Name: Keeley Platt  
Notary Public in and for the County and State aforesaid.  
My Commission Expires: 08/1/2028  
Serial No., if any: \_\_\_\_\_

**SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE**

**ASSURANCE PROVIDER:**

XL Specialty Insurance Company

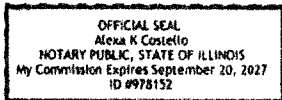
By: James I. Moore  
James I. Moore as  
Attorney-in-Fact

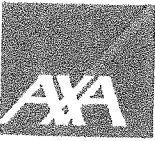
Date: March 11, 2026

STATE OF Illinois  
COUNTY OF DuPage

Before me by means of  physical presence or  online notarization this 11th day of March, 2026 personally appeared James I. Moore, Attorney-in-Fact of XL Specialty Insurance Company who is personally known to me or has produced himself (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that it did so as an authorized representative of such entity and with the authority of the person or entity that governs its affairs.

Alexa K. Costello  
Print/Type Name: Alexa K. Costello  
Notary Public in and for County and State  
aforesaid.  
My Commission Expires: September 20, 2027  
Serial No., if any: 978152





Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

BOND NUMBER US00162308SU26A  
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:  
**James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Dawn L. Morgan, Kelly A. Gardner, Martin Moss**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 19th, 2024.



XL SPECIALTY INSURANCE COMPANY

by:

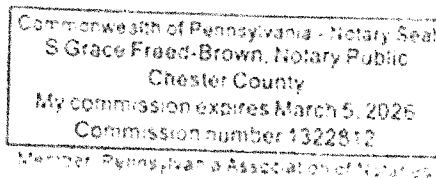
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 19th day of June, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of March, 2026



*Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 19th day of June, 2024.



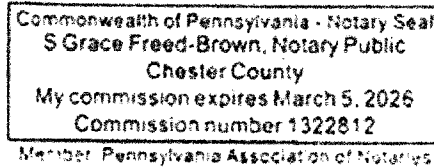
**XL REINSURANCE AMERICA INC.**

by: *Gregory Boal*  
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 19th day of June, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*  
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of March, 2026



*Kevin M Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 6/19/2026

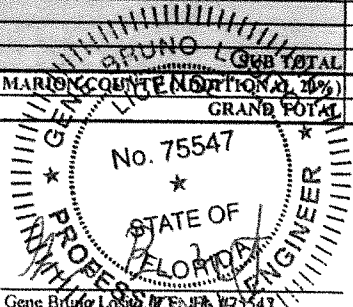
**EXHIBIT A**  
**ENGINEER'S ESTIMATE OF COSTS OF IMPROVEMENTS**

**EXHIBIT A**

**ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS  
STONE CREEK BY DEL WEBB SUNDANCE PHASE 4 (POD 18)**

ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT	
<b>I. CLEARING, GRUBBING AND EARTHWORK</b>						
1	Sod (2' behind curb)	10428	1,000	SY	2.85	2,850.00
2	Inlet protection	10428	17	EA	300.00	5,100.00
<b>CLEARING, GRUBBING, AND EARTHWORK SUBTOTAL</b>					<b>\$</b>	<b>7,950.00</b>
<b>II. UNDERGROUND</b>						
<b>II.a. DRAINAGE</b>						
1	Connect to Existing Inlet	10442	1	EA	4,000.00	4,000.00
2	15" S.D.	10442	162	LF	57.00	9,234.00
3	18" S.D.	10442	555	LF	65.00	36,075.00
4	24" S.D.	10442	458	LF	97.00	44,426.00
5	30" S.D.	10442	465	LF	135.00	62,775.00
6	FDOT Type "P" Valley Gutter Inlet	10442	12	EA	5,400.00	64,800.00
7	FDOT Type "J" Valley Gutter Inlet	10442	1	EA	8,500.00	8,500.00
8	FDOT Type "J" Manhole	10442	1	EA	5,400.00	5,400.00
9	FDOT Type "C" Inlet	10442	1	EA	3,800.00	3,800.00
<b>DRAINAGE SUBTOTAL</b>					<b>\$</b>	<b>239,010.00</b>
<b>II.b. SANITARY SEWER</b>						
1	Connect to Existing Manhole	10438	1	EA	2,000.00	2,000.00
2	Sanitary Manhole (6'-8' Depth)	10438	1	EA	4,200.00	4,200.00
3	Sanitary Manhole (8'-10' Depth)	10438	4	EA	5,100.00	20,400.00
4	Sanitary Manhole (10'-12' Depth)	10438	1	EA	5,700.00	5,700.00
5	8" PVC (SDR 26) Gravity Sewer	10438	1,638	LF	45.00	73,710.00
6	Single sewer service, includes all fittings (SDR 26)	10438	3	EA	1,400.00	4,200.00
7	Double sewer service, includes all fittings (SDR 26)	10438	31	EA	1,600.00	49,600.00
8	Testing of gravity sewer	10438	1,638	LF	2.00	3,276.00
<b>SANITARY SEWER SUBTOTAL</b>					<b>\$</b>	<b>163,086.00</b>
<b>II.c. WATER DISTRIBUTION</b>						
1	Remove Cap & Connect	10444	2	EA	2,000.00	4,000.00
2	8" PVC DR-18, C900 Water Main	10444	853	LF	50.00	42,650.00
3	6" PVC Water Main	10444	1,360	LF	36.00	48,960.00
4	6" Gate valve and box	10444	2	EA	2,300.00	4,600.00
5	8" Gate valve and box	10444	1	EA	3,200.00	3,200.00
6	8" x 6" M.J.D.I Tee	10444	1	EA	1,300.00	1,300.00
7	8" x 8" M.J.D.I Tee	10444	1	EA	1,400.00	1,400.00
8	8" x 45° M.J.D.I Bend	10444	2	EA	1,000.00	2,000.00
9	8" x 22.5° M.J.D.I Bend	10444	5	EA	1,000.00	5,000.00
10	8"x2" Blowoff	10444	1	EA	3,000.00	3,000.00
11	Fire Hydrant Assembly	10444	4	EA	8,600.00	34,400.00
12	Single Water Service, including sleeving	10444	9	EA	1,200.00	10,800.00
13	Double Water Service, including sleeving	10444	28	EA	1,400.00	39,200.00
14	Pressure Testing of Water Main	10444	2,213	LF	2.00	4,426.00
15	Chlorination and bacteriological clearance	10444	3	EA	500.00	1,500.00
<b>WATER DISTRIBUTION SUBTOTAL</b>					<b>\$</b>	<b>206,436.00</b>
<b>III. ROAD CONSTRUCTION</b>						
1	Type "M" curb, includes all transitions and drop curb	10464	3,800	LF	19.50	74,100.00
2	5' Concrete Sidewalk	10466	20	SY	61.00	1,220.00
3	12" Stabilized Subgrade (residential roads)	10458	6,000	SY	7.48	44,880.00
4	8" Limerock Base (residential roads)	10458	5,000	SY	18.92	94,600.00
5	Prime Coat (residential roads)	10458	5,000	SY	0.75	3,750.00
6	1.25" SP-9.5 Asphalt (residential roads)	10458	5,000	SY	13.67	68,350.00
7	Horizontal turn with advisory plaque sign, complete	10458	6	EA	550.00	3,300.00
8	Stop sign, street name sign, complete	10458	1	EA	770.00	770.00
9	24" white thermoplastic stop bar (residential roads)	10458	16	LF	10.00	160.00
10	12" white thermoplastic crosswalk	10458	97	LF	6.00	582.00
<b>ROAD CONSTRUCTION SUBTOTAL</b>					<b>\$</b>	<b>291,712.00</b>
<b>IV. MISCELLANEOUS</b>						
1	Installed 2" SECO Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
2	Installed 2" CenturyLink Sleeves (Labor only)	10468	1,500	LF	5.00	7,500.00
3	Furnished and Installed 6" Irrigation Sleeves	10468	1,000	LF	10.00	10,000.00
4	Compliance with Florida Trench Safety Act	10318	1	LS	1,000.00	1,000.00
5	Construction stakeout, including record drawings	10318	1	LS	27,000.00	27,000.00
6	Geotechnical testing	10322		LS	NIC	NIC
<b>MISCELLANEOUS TOTAL</b>					<b>\$</b>	<b>53,000.00</b>
<b>SUMMARY</b>						

ENGINEER'S ESTIMATE OF THE COST OF IMPROVEMENTS STONE CREEK BY DEL WEBB SUNDANCE PHASE 4 (POD 18)					
ITEM	DESCRIPTION	PULTE COST CODE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
I. CLEARING AND EARTHWORK					7,950.00
II. UNDERGROUND					
	IIa. DRAINAGE				239,010.00
	IIb. SANITARY SEWER				163,086.00
	IIc. WATER DISTRIBUTION				206,436.00
III. ROAD CONSTRUCTION					291,712.00
IV. MISCELLANEOUS					53,000.00
GRAND TOTAL					961,194.00
BOND IMPROVEMENT WITH MARION COUNTY (OPTIONAL 2.0%)					\$ 192,238.80
GRAND TOTAL					\$ 1,153,432.80



PREPARED BY: Gene Bruno Lombardi, P.E., No. 75547  
 Kimley-Horn and Associates, Inc.  
 1700 SE 17th Street, Suite 200  
 Ocala, Florida 34471

**SURETY BOND**

**EXHIBIT B**

**EXHIBIT B**

Bond No. US00162308SU26A

**PERFORMANCE BOND**

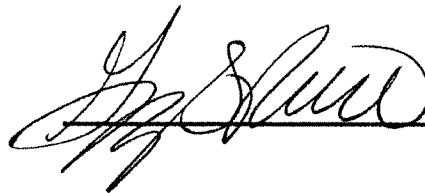
KNOW ALL MEN BY THESE PRESENTS, that Pulte Home Company, LLC of 6320 SW 89<sup>th</sup> Court Road, Ocala FL 34481, as Principal, and XL Specialty Insurance Company a corporation organized and existing under the laws of the State of Delaware, and authorized to transact business in the state of Florida, as Surety, are held and firmly bound unto Marion County of 601 SE 25<sup>th</sup> Avenue, Ocala FL 34471 as Obligee, in the penal sum of ONE MILLION ONE HUNDRED FIFTY THREE THOUSAND FOUR HUNDRED THIRTY TWO AND 80/100 (\$1,153,432.80) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct or has constructed clearing, grubbing and earthwork, underground, road construction, miscellaneous and common infrastructure improvements to the Stone Creek By Del Webb Sundance Phase 4 (aka Pod 18) subdivision.

**NOW, THEREFORE**, the condition of this obligation is such that if said Principal shall well and truly perform said work in accordance with said standards, then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this 11<sup>th</sup> day of March, 2026.

Pulte Home Company, LLC



**Gregory S. Rives  
Assistant Treasurer**

XL Specialty Insurance Company

By James I. Moore

**James I. Moore, Attorney-in-Fact**

**ACKNOWLEDGEMENT BY PRINCIPAL**

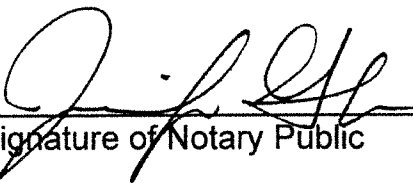
**STATE OF GEORGIA)**

**) ss.**

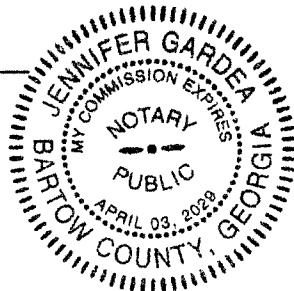
**COUNTY OF BARTOW)**

This record was acknowledged before me on March 11, 2026, appeared Gregory S. Rives as Assistant Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

  
\_\_\_\_\_  
Signature of Notary Public

Jennifer Gardea (s)  
Notary Public State of Georgia



My Commission Expires: April 3, 2029



Power of Attorney  
XL Specialty Insurance Company  
XL Reinsurance America Inc.

BOND NUMBER US00162308SU26A  
LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 677 Washington Blvd., 10th Floor, Stamford, CT 06901, do hereby nominate, constitute, and appoint:

**James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Dawn L. Morgan, Kelly A. Gardner, Martin Moss**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this June 19th, 2024.



XL SPECIALTY INSURANCE COMPANY

by:

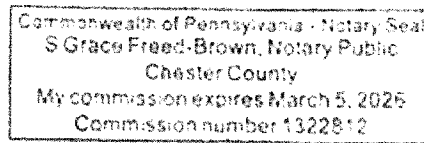
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 19th day of June, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of March, 2026



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 19th day of June, 2024.



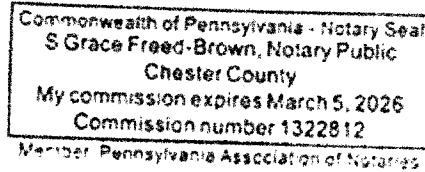
**XL REINSURANCE AMERICA INC.**

by: *Gregory Boal*  
Gregory Boal, VICE PRESIDENT

Attest: *Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

On this 19th day of June, 2024, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



*S. Grace Freed-Brown*  
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA  
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of March, 2026



*Kevin M. Mirsch*  
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 6/19/2026

STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On March 11, 2026, before me, Alexa K. Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of XL Specialty Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 20, 2027

Alexa K Costello  
Alexa K. Costello, Notary Public  
Commission No. 978152



# INDEMNIFICATION AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ PULTE HOME COMPANY, 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, 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 currently developing a parcel of real property in Marion County, Florida into a residential community identified as STONE CREEK BY DEL WEBB SUNDANCE PHASE 4 (the “Project”). Developer has requested that the County issue to it up to 20 individual permits for the construction of 10 building lots at the Project. County has agreed to issue the requested building permits, contingent upon the releases and indemnification obligation of Developer contained within this Agreement. In consideration for the agreement by the County to issue the requested building permits, Developer has agreed to provide to the County the releases and indemnity agreement 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.

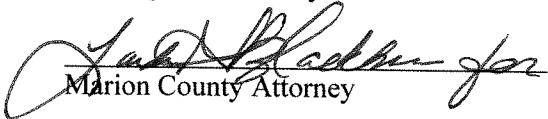
**BOARD OF COUNTY COMMISSIONERS  
MARION COUNTY, FLORIDA**

**ATTEST:**

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

\_\_\_\_\_  
Carl Zalak III, Chairman

Approved as to Form  
and Legal Sufficiency

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

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**DEVELOPER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



**Marion County  
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

December 15, 2023

KIMLEY-HORN AND ASSOCIATES, INC.  
GENE BRUNO LOSITO, P.E.  
1700 SE 17TH STREET, STE. 200  
OCALA, FL 34471

**SUBJECT: PLAN APPROVAL LETTER**

PROJECT NAME: STONE CREEK BY DEL WEBB - POD 17 & 18 IMPROVEMENT PLAN  
PROJECT #2023070014 APPLICATION #30370 PARCEL #

Dear Gene,

The above referenced Improvement Plan was approved by the Deputy County Engineer on December 14, 2023. The approval of this plan will expire on December 14, 2028. If an extension is needed in the future, please submit a written request to be considered by the Development Review Committee prior to the expiration date. The following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard:

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Copy of District Permit (County Interest)  
STATUS OF REVIEW: INFO  
REMARKS: Please provide a copy of the District permit prior to construction.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Additional Stormwater comments  
STATUS OF REVIEW: INFO  
REMARKS: If you have questions or would like to discuss the stormwater review comments, please contact Kevin Vickers, PE at 352-671-8695 or [kevin.vickers@marionfl.org](mailto:kevin.vickers@marionfl.org).

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.12.4.K - List of approved waivers, conditions, date of approval  
STATUS OF REVIEW: INFO  
REMARKS: 8/17/23 - add waivers if requested in the future

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.18.2.G - Easement requirements of each utility shall be indicated by the utility on a copy of the Preliminary Plat or by letter. (Letters/emails of easement acceptance due with improvement plan.)  
STATUS OF REVIEW: INFO  
REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: 2.19.4.C - No Final Plat shall be accepted for filing by the Clerk of the Circuit Court until...an MSBU, CDD, or other special district for the purposes of maintaining the improvements for this plat has been established

STATUS OF REVIEW: INFO

REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: 6.3.1.F(1) - A copy of the documents demonstrating the establishment of a corresponding MSBU, CDD, or other State recognized special district responsible for the maintenance and operation of the dedicated improvements

STATUS OF REVIEW: INFO

REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: Additional Development Review Comments

STATUS OF REVIEW: INFO

REMARKS: Establishment of an MSBU is required prior to final plat approval. Contact the MSTU Department at (352)438-2650 to create an MSBU or obtain a waiver from BCC via DRC.

DEPARTMENT: ZONE - ZONING DEPARTMENT

REVIEW ITEM: 2.12.27 - Show location of outside storage areas

STATUS OF REVIEW: INFO

REMARKS: No outside storage areas shown

DEPARTMENT: 911 - 911 MANAGEMENT

REVIEW ITEM: Additional 911 comments

STATUS OF REVIEW: INFO

REMARKS:

Notify Bert Yancey, Road Construction Project Manager, at (352) 671-8683 or [Bert.Yancey@marionfl.org](mailto:Bert.Yancey@marionfl.org), at least 72 hours prior to commencement of any site work.

No deviation from the approved set of plans will be allowed unless submitted by the project engineer for consideration and approved by the Office of the County Engineer or the Development Review Committee, as applicable.

A final site inspection will be scheduled upon receipt of the following: two signed and sealed As-Built plans, the Engineer's Certificate of Satisfactory Completion for non-subdivisions, digital files in both .dwg and .pdf format provided on disc, inspection and material testing report of all improvements, one copy of the survey field notes, and the Landscape and Irrigation As-Built Certification. This inspection must be completed and finalized prior to the issuance of a Certificate of Occupancy.

Feel free to contact the Office of the County Engineer at (352) 671-8686 or [DevelopmentReview@marionfl.org](mailto:DevelopmentReview@marionfl.org) should you have 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  
Fax: 352-671-8687

**AS-BUILT SUBMITTAL CHECKLIST**

The following items must be submitted to the Office of the County Engineer, Development Review, at the above address, before the 375 As-Built site inspection on the building permit, the site inspection without building permit, or the subdivision inspection will be scheduled. All signatures and seals must be originals:

1. Two 24"x 36" As-Built plans on paper (with original signatures & seals). LDC 2.18.4.F(1) & 2.21.4.F(1)
2. One CD with As-Built plans in both .pdf & .dwg Autocad 2000 or newer format. LDC 2.18.4.F(1) & 2.21.4.F(1)
3. Original Engineer's Certificate of Satisfactory Completion for non-subdivisions or subdivisions, as appropriate (with original signature & seal). This form can be obtained from the Office of the County Engineer, Development Review. LDC 2.18.4.F(3) & 2.21.4.G
  - ✓ For more information regarding the above three requirements, please the Office of the County Engineer, (352) 671-8686.
4. Inspection and material testing of all improvements shall be submitted in one report. LDC 2.18.4.F(2) & 2.21.4.F(2)
  - ✓ This information may be provided on the CD or on paper.
  - ✓ For more information, please contact Bert Yancey, Bert.Yancey@marionfl.org, at the Office of the County Engineer, (352) 671-8686.
5. One copy of the survey field notes shall be provided and shall detail survey methods used. LDC 6.4.8.
  - ✓ This information may be provided on the CD or on paper.
  - ✓ For more information, please contact Theresa Smail, Theresa.Smail@marionfl.org, or Zachary Stegall, Zachary.Stegall@marionfl.org, at the Office of the County Engineer, (352) 671-8686.
6. Concerning the 450/451 inspection on the building permit: Upon completion of the landscaping and/or irrigation installation, the contractor shall request an inspection by the design professional. Prior to the inspection, the contractor must provide a clear and legible as-built diagram of the irrigation system. A Landscape and Irrigation As-Built Certification shall be signed and sealed by the design professional and submitted to the County Landscape Architect prior to the issuance of a Certificate of Occupancy. LDC 6.8.12 & 6.9.6.B
  - ✓ For more information, please contact the Susan Heyen, Susan.Heyen@marionfl.org, in the Parks & Recreation Department, (352) 671-8560.

Revised 7/2020

Prepared by and After Recording Return to:  
James G. Kattelmann, Esq.  
Lowndes, Drosdick, Doster,  
Kantor & Reed, P.A.  
215 N Eola Drive  
Orlando, FL 32801  
407/843-4600

**SUPPLEMENTAL DECLARATION  
TO COMMUNITY DECLARATION  
FOR  
STONE CREEK  
(Sundance Phase 4)**

THIS SUPPLEMENTAL DECLARATION (the "**Supplement**") is made this 6 day of April, 2026, by PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation (the "**Declarant**") and joined by the STONE CREEK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**RECITALS**

WHEREAS, Declarant heretofore imposed certain covenants, conditions and restrictions upon real property in Marion County, Florida, by virtue of that certain COMMUNITY DECLARATION FOR STONE CREEK recorded July 21, 2006 in Official Records Book 4508, Page 1246, as same may be hereinbefore or hereinafter amended or supplemented (collectively, the "**Declaration**"), covering certain property located in Marion County, Florida more particularly described therein; and

WHEREAS, Declarant reserved the right in the Declaration, so long as the Declarant may add or withdraw property from the jurisdiction and control of the Association in the manner described the Declaration, to increase or decrease the Class A Property, Class B Property and Class C Property and/or the Common Area; and

WHEREAS, Article X, Section 4(b) of the Declaration provides that, prior to Turnover, Declarant shall have the right to amend the Declaration as it deems appropriate without the joinder or consent of any person or entity whatsoever, provided that such amendment does not destroy or substantially alter the PUD Master Plan or scheme of development of the Properties; and

WHEREAS, Turnover has not yet occurred and the amendments to the Declaration effected by this Supplement do not destroy or substantially alter the PUD Master Plan or scheme of development of the Properties; and

WHEREAS, Declarant wishes, in accordance with the Declaration, to file of record this Supplement for the purpose of increasing the Class A Property and the Common Area; and

NOW THEREFORE, the Declarant hereby declares that every portion of the Property (as defined in the Declaration) is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in text which are lined through (—) indicate deletions from the present text; words in text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Supplement.

2. In the event that there is a conflict between this Supplement and the Declaration, this Supplement shall control. Whenever possible, this Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Exhibit "D" is hereby amended by the addition of the Common Areas described on the attached **Schedule "A."**

5. Exhibit "F" is hereby amended the addition of the Class A Property described on the attached **Schedule "B."**

6. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

7. This Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in Marion County, Florida.

8. Notwithstanding anything to the contrary contained in this Supplement or in the Declaration, this Supplement and the terms herein shall in no event alter or impact membership rights and obligations of members of the Association and their guests, tenants and invitees to the Circle Square Ranch Master Association, Inc.

**[SIGNATURES ON THE FOLLOWING PAGES]**

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 6 day of April, 2026.

WITNESSES:

“DECLARANT”

PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation

Chase Morin  
Print Name: Chase Morin  
Witness Address:  
2662 S. Falkenburg Rd.  
Riverview, Florida 33578

By: [Signature]  
Name: Ray Aponso  
Title: Director of Land Development  
Date: April 6, 2026

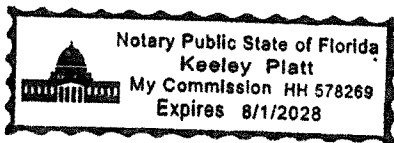
Ann James  
Print Name: Ann James  
Witness Address:  
2662 S. Falkenburg Rd.  
Riverview, Florida 33578

Address: 2662 S. Falkenburg Road  
Riverview, FL 33578

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of April 2026, by Ray Aponso, as Director of Land Development of PULTE HOME COMPANY, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, on behalf of the company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]



Keeley Platt  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Keeley Platt  
Commission No: HH 578269  
My Commission expires: 08/1/2028

**JOINDER**  
**STONE CREEK COMMUNITY ASSOCIATION, INC.**

STONE CREEK COMMUNITY ASSOCIATION, INC. ("**Association**") does hereby join in the SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR STONE CREEK (the "**Supplement**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Supplement as Association has no right to approve the Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6 day of April, 2026.

WITNESSES:

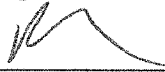


Print Name: RAY ADAMS  
Witness Address:  
2662 S. Falkenburg Rd.  
Riverview, Florida 33578



Print Name: Anthony Winslow  
Witness Address:  
2662 S. Falkenburg Rd.  
Riverview, Florida 33578

**STONE CREEK COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: 

Name: Brady Lefer

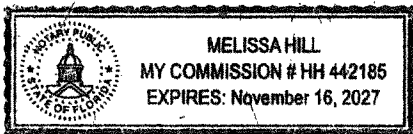
Title: President

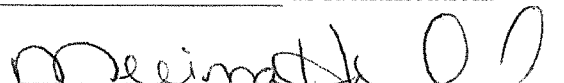
Address: 2662 S. Falkenberg Road  
Riverview, FL 33578

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 6 day of April, 2026, by Brady Lefer, as president of STONE CREEK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]





NOTARY PUBLIC, State of Florida at Large

Print Name: Melissa Hill

Commission No: HH 442185

My Commission expires: 11-16-27

**Schedule "A"**

**Exhibit "D"**  
**Common Areas**

Tracts A, B, C and D, STONE CREEK BY DEL WEBB SUNDANCE PHASE 4, according to the map or plat thereof as recorded in Plat Book , Pages through of the Public Records of Marion County, Florida.

Provided, however, so long as the Declarant may add or withdraw property from the jurisdiction and control of the Association in the manner described in the Declaration to which this **Exhibit "D"** is attached, the Declarant may increase or decrease the Common Area as provided in the Declaration.

**Schedule "B"**  
**Exhibit "F"**  
**Class A Property**

Lots 1 through 65, inclusive, STONE CREEK BY DEL WEBB SUNDANCE PHASE 4, according to the map or plat thereof as recorded in Plat Book , Pages through , of the Public Records of Marion County, Florida.

PROVIDED, HOWEVER, SO LONG AS THE DECLARANT MAY ADD OR WITHDRAW PROPERTY FROM THE JURISDICTION AND CONTROL OF THE ASSOCIATION IN THE MANNER DESCRIBED IN THE DECLARATION TO WHICH THIS **EXHIBIT "F"** IS ATTACHED, THE DECLARANT MAY INCREASE OR DECREASE THE "**CLASS A PROPERTY**" SO LONG AS DECLARANT OWNS SUCH PROPERTY AND SUCH PROPERTY HAS NOT BEEN CONVEYED TO A CLASS A, CLASS B OR CLASS C MEMBER.



**Marion County  
Board of County Commissioners**

Office of the County Engineer

412 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-671-8686  
Fax: 352-671-8687

July 17, 2023

KIMLEY-HORN & ASSOCIATES  
GENE LOSITO  
101 E SILVER SPRINGS BLVD 400  
OCALA, FL 34470

**SUBJECT: PLAN APPROVAL LETTER**

PROJECT NAME: STONE CREEK BY DEL WEBB - POD 17 & 18 PRELIMINARY PLAT  
PROJECT #2021060111 APPLICATION #29282 PARCEL #34899-018-00

Dear GENE LOSITO:

The above referenced Preliminary Plat was approved by the Development Review Committee on July 17, 2023. The approval of this plan will expire on July 17, 2028. If an extension is needed in the future, please submit a written request to be considered by the Development Review Committee prior to the expiration date. The following comments are for your review. You need not reply to the comments, and if the comments have been previously completed, simply disregard:

DEPARTMENT: 911 - 911 MANAGEMENT

REVIEW ITEM: 2.12.28 - Correct road names supplied

STATUS OF REVIEW: INFO

REMARKS: C003 has the incorrect road label of SW 83rd Court, it should be SW 58th Loop. Sheet C004 has the road names of SW 83rd Court and SW 61st Street. This road segment should be labeled SW 58th Loop. The road name label for SW 61st Street should be placed on the road segment that is between lots 149 and 150. Please correct road name labels on all future submissions

DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 2.12.8 - Topographical Contours

STATUS OF REVIEW: INFO

REMARKS: Survey criteria to be reviewed at the time of the improvement plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 2.12.9/10 - Proposed Drainage Right-of-Way/Easements

STATUS OF REVIEW: INFO

REMARKS: Proposed stormwater management system is not provided so the need for easements is unclear. Criteria will be reviewed at the time of final plat. Swales and pipes shall have a minimum 20' wide easement, and 30-ft easements for DRA maintenance access, per LDC.

DEPARTMENT: ENGDRN - STORMWATER REVIEW

REVIEW ITEM: 2.12.19 - Proposed Drainage Improvements

STATUS OF REVIEW: INFO

REMARKS: Criteria to be reviewed at the time of the improvement plan.

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[marionfl.org](http://marionfl.org)

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 2.12.20 - Stormwater Infrastructure Supports Phasing  
STATUS OF REVIEW: INFO  
REMARKS: Criteria to be reviewed at the time of the improvement plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 2.12.22 - Stormwater Tract/Right-of-Way  
STATUS OF REVIEW: INFO  
REMARKS: Proposed stormwater management system is not provided so the need for tracts/right-of-way is unclear. Criteria will be reviewed at the time of final plat.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 2.12.32 - Stormwater Analysis Map  
STATUS OF REVIEW: INFO  
REMARKS: Criteria to be reviewed at the time of the improvement plan and the final plat.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 2.12.38 - Stormwater Maintenance Entity  
STATUS OF REVIEW: INFO  
REMARKS: Criteria to be reviewed at the time of the improvement plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 6.13 - Stormwater Management  
STATUS OF REVIEW: INFO  
REMARKS: Please ensure the criteria of LDC Section 6.13 is satisfied with the Improvement Plans/Major Site Plans.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: 6.10 - Karst Topography and High Recharge Areas  
STATUS OF REVIEW: INFO  
REMARKS: A signed and sealed karst analysis will be required for this site. Criteria to be reviewed at the time of the improvement plan.

DEPARTMENT: ENGDRN - STORMWATER REVIEW  
REVIEW ITEM: Additional Stormwater comments  
STATUS OF REVIEW: INFO  
REMARKS: If you have questions or would like to discuss stormwater review comments, please contact Kevin Vickers, PE at 352-671-8695.

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.17.2.G - Verification that a copy of the preliminary plat was provided to each municipality within one mile.  
STATUS OF REVIEW: INFO  
REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.17.2.H - Verification that a copy of the Preliminary Plat was provided to each utility servicing the project, etc. All utility easement requirements shall be resolved before approval of the Improvement Plans. (Letters/emails sent to utility providers)  
STATUS OF REVIEW: INFO  
REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW  
REVIEW ITEM: 2.18.2.G - Easement requirements of each utility shall be indicated by the utility on a copy of

the Preliminary Plat or by letter. (Letters/emails of easement acceptance due with improvement plan.)

STATUS OF REVIEW: INFO

REMARKS:

DEPARTMENT: ENGIN - DEVELOPMENT REVIEW

REVIEW ITEM: Additional Development Review Comments

STATUS OF REVIEW: INFO

REMARKS: After approval, plans will be electronically stamped by the county. The applicant will receive an email indicating that approved plans are available for download and are located in the ePlans project Approved folder. For Development Review submittals, with the exception of Final Plats and Minor Site Plans, applicants are required to print, obtain required signatures, and sign and seal two 24"x 36" sets of the electronically stamped approved plan and deliver them to the Office of County Engineer, Development Review Section, located at 412 SE 25th Avenue Ocala, FL 34471. Upon receipt, a development order will be issued.

DEPARTMENT: ENRAA - ACQ AGENT ENG ROW

REVIEW ITEM: Preliminary Plat

STATUS OF REVIEW: INFO

REMARKS: IF APPLICABLE:

Sec. 2.18.1.I - Show connections to other phases.

Sec.2.19.2.H – Legal Documents

Legal documents such as Declaration of Covenants and Restrictions, By-Laws, Articles of Incorporation, ordinances, resolutions, etc.

Sec. 6.3.1.B.1 – Required Right of Way Dedication (select as appropriate)

For Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated for the use and benefit of the public."

Sec. 6.3.1.B.2 – Required Right of Way Dedication

For Non-Public Streets. "[All streets and rights-of-way shown on this plat or name specifically if less than all] are hereby dedicated privately to the [entity name]. All public authorities and their personnel providing services to the subdivision are granted an easement for access. The Board of County Commissioners of Marion County, Florida, shall have no responsibility, duty, or liability whatsoever regarding such streets. Marion County is granted an easement for emergency maintenance in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."

Sec. 6.3.1.D.3 - Cross Access Easements

For Cross Access Easements. "All parallel access easements shown on this plat are hereby dedicated for the use and benefit of the public, and maintenance of said easements is the responsibility of [entity name]."

Sec. 6.3.1.C.1 - Utility Easements (select as appropriate)

"[All utility easements shown or noted or name specifically if less than all] are dedicated [private or to the public] for the construction, installation, maintenance, and operation of utilities by any utility provider."

Sec. 6.3.1.C.2 – Utility Easements

"[All utility tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."

Sec.6.3.1.D(c)(1)(2)(3) - Stormwater easements and facilities, select as appropriate:

1. "[All stormwater and drainage easements as shown or noted or name specifically if less than all] are dedicated [private or to the public] for the construction and maintenance of such facilities."

2. "[All stormwater management tracts or identify each tract as appropriate] as shown are dedicated [private or to the public] for the construction and maintenance of such facilities."

3. When any stormwater easement and/or management tract is not dedicated to the public or Marion County directly, the following statement shall be added to the dedication language: "Marion County is granted the right to perform emergency maintenance on the [stormwater easement and/or management tract, complete accordingly] in the event of a local, state, or federal state of emergency wherein the declaration includes this subdivision or an emergency wherein the health, safety, or welfare of the public is deemed to be at risk."

Sec.6.3.1.D(f) –

If a Conservation Easement is required the following shall be provided: "A conservation easement [as shown or on tract and identify the tract, complete accordingly] is dedicated to [the Board of County Commissioners of Marion County, Florida or entity name, if not Marion County] for the purpose of preservation of [listed species, habitat, Karst feature and/or native vegetation, complete accordingly]."  
For questions, please contact Angi Rosario @ 352-671-8667

Feel free to contact the Office of the County Engineer at (352) 671-8686 or [DevelopmentReview@marionfl.org](mailto:DevelopmentReview@marionfl.org) should you have questions.

Sincerely,

*Your Development Review Team*  
**Office of the County Engineer**