

RESOLUTION NO. 180932

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2
3 **A resolution of the City of Gainesville, Florida, approving the final plat named**
4 **“VILLAS AT BUCKRIDGE” located in the vicinity of the 4800 block of NW 27th**
5 **Avenue, Gainesville, Florida, as more specifically described in this resolution;**
6 **authorizing the City Manager to execute associated security agreements to**
7 **secure required public improvements; accepting the dedication of the public**
8 **rights-of-way, easements, and other dedicated portions as shown on the plat;**
9 **providing directions to the Clerk of the Commission; and providing an**
10 **immediate effective date.**

11
12 **WHEREAS**, on November 22, 2016, the Development Review Board approved the design plat of
13 the subject property with conditions (Petition No. DB-16-110-SUB); and

14 **WHEREAS**, on January 19, 2017, the City Commission approved the design plat with conditions
15 and in accordance with the City of Gainesville Land Development Code (Chapter 30 of the Code
16 of Ordinances); and

17 **WHEREAS**, on December 19, 2017, the City Commission adopted Resolution No. 160634, which
18 approved the conditional final plat and required that all subdivision improvements be
19 completed within two years of the effective date of that resolution; and

20 **WHEREAS**, Resolution No. 160634 and Section 30-3.39 of the Land Development Code allow
21 the owner, upon completing all subdivision improvements or posting of a bond or other such
22 security for the cost of the uncompleted improvements, to have the conditional final plat
23 approval converted to final plat approval provided that all requirements and conditions of the
24 Land Development Code applicable to final plat acceptance have been met; and

25 **WHEREAS**, Section 30-6.6 of the Land Development Code allows the installation of required
26 sidewalks to be postponed until such time as building permits are issued for 60% of the
27 subdivision lots, up to a maximum of five years, provided that the owner provides security for
28 the construction of such sidewalks; and

1 **WHEREAS**, the owner has submitted a final plat that substantially conforms to the conditional
2 final plat that was approved by the City Commission on December 19, 2017; and

3 **WHEREAS**, the owner has submitted a security agreement to secure the cost of maintenance of
4 the completed subdivision improvements for a 1-year period, and has submitted a security
5 agreement to secure the cost of completing the sidewalks portion of the required subdivision
6 improvements; and

7 **WHEREAS**, the owner thereby requests the City Commission to accept and approve the final
8 plat in accordance with the Land Development Code and Chapter 177 of the Florida Statutes;
9 and

10 **WHEREAS**, the City Commission finds that the final plat described herein is consistent with the
11 City of Gainesville Comprehensive Plan.

12 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE,**
13 **FLORIDA:**

14 **SECTION 1.** The final plat of "VILLAS AT BUCKRIDGE" is accepted and approved by the City
15 Commission on the property lying in the City of Gainesville, Alachua County, Florida, that is
16 described in **Exhibit A** attached hereto and made a part hereof as if set forth in full.

17 **SECTION 2.** The City Manager is authorized to execute the Security Agreement for Construction
18 of Sidewalks and Maintenance Security Agreement for Public Improvements attached as
19 **composite Exhibit B**, in accordance with Section 30-3.39 and Section 30-6.6 of the Land
20 Development Code, to secure the maintenance and construction and completion of the
21 subdivision improvements required under the ordinances of the City of Gainesville.

22 **SECTION 3.** The Clerk of the Commission is authorized and directed to affix her signature to the

1 record plat on behalf of the City Commission and accept the dedication of public rights-of-way,
2 easements, and other dedicated portions as shown on the plat.

3 **SECTION 4.** This resolution shall be effective immediately upon adoption.

4
5 **PASSED AND ADOPTED** this 2nd day of May, 2019.

6
7
8 

9 LAUREN POE
10 MAYOR

11 Attest:

Approved as to form and legality:

12
13
14 

15
16
17 OMICHELE D. GAINEY
18 CLERK OF THE COMMISSION

19


NICOLLE M. SHALLEY
CITY ATTORNEY

Legal Description

THE WEST HALF OF LOT 51 OF SUBDIVISION OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 19 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 55 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

LESS AND EXCEPT THE NORTH 147 1/2 FEET OF THE EAST 147 1/2 FEET THEREOF.

THE ABOVE PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 51 OF SUBDIVISION OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 19 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 55 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 51 OF SUBDIVISION OF SECTION 27, TOWNSHIP 9 SOUTH, RANGE 19 EAST, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 55 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES, 44 MINUTES, 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 51, A DISTANCE OF 184.39 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 41 SECONDS WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 147.33 FEET; THENCE SOUTH 89 DEGREES, 37 MINUTES, 09 SECONDS EAST, A DISTANCE OF 147.44 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF OF SAID LOT 51; THENCE SOUTH 00 DEGREES, 17 MINUTES, 41 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 515.24 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF SAID LOT 51; THENCE NORTH 89 DEGREES, 30 MINUTES, 56 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 51, A DISTANCE OF 331.47 FEET TO THE SOUTHWEST CORNER OF SAID LOT 51; THENCE NORTH 00 DEGREES, 15 MINUTES, 49 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 51, A DISTANCE OF 661.59 FEET TO THE NORTHWEST CORNER OF SAID LOT 51 AND THE POINT OF BEGINNING.

FEB 28 2019

MAINTENANCE SECURITY AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20____, by and between the City of Gainesville, Florida, a municipal corporation ("City"), and Villas at Buckridge, LLC ("Developer"), and Developers Surety and Indemnity Company ("Issuer").

WITNESSETH

WHEREAS, the Developer is the fee simple owner and developer of the subdivision named Villas at Buckridge, which is located in the City of Gainesville, as per Plat thereof recorded in Plat Book _____, Page _____, of the Public Records of Alachua County, Florida ("Subdivision"); and

WHEREAS, pursuant to Section 30-3.39 of the City of Gainesville Land Development Code, a subdivision final plat shall not be approved by the City unless the Developer has provided the City with security in one of the forms allowed for in Section 30-3.39 to secure the construction and completion, within 12 months from the date of final plat approval, of all the subdivision public improvements required by the City-approved subdivision development plans and specifications, the Land Development Code and all other applicable local, state, and federal regulations ("Public Improvements"); and

WHEREAS, the Developer's final plat was approved by the City and in accordance with Section 30-3.37 of the Land Development Code, the Developer provided security and entered into a security agreement with the City on the ____ day of _____, 20____, ("Security Agreement") to secure the construction and completion of the Subdivision Public Improvements; and

WHEREAS, following construction of the Subdivision Public Improvements, the Developer shall provide the City with maintenance security in accordance with Section 30-3.39 of the Land Development Code to be used by the City to pay the costs of any necessary repairs and maintenance on the Subdivision Public Improvements for a period of one year following the date the City has approved and accepted for maintenance the Subdivision Public Improvements ("Maintenance Period"); and

WHEREAS, the maintenance security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 15 percent of the total cost to construct and complete the required Public Improvements. The total cost of construction shall be indicated in an executed, itemized contract verified by a private engineer acting for the Developer or in a professional engineer's signed and sealed estimate, and shall be verified and approved by the Public Works Director or designee. Improvements otherwise covered by a separate security agreement between the Developer and the City and those improvements already constructed and approved by the Public Works Director or designee shall not be included when determining the cost of improvements subject to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below ("Effective Date") and shall remain in effect until the Maintenance Security has been released in accordance with Section 3 of this Agreement.

2. **Maintenance Security.** The Developer shall provide, on the same date as the Effective Date of this Agreement, the following form(s) of Maintenance Security for the Subdivision Public Improvements. The Maintenance Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 15 percent of the total cost to construct and complete the Subdivision Public Improvements, which sum shall be verified and approved by the City Manager or designee. Any surety bond, letter of credit, or construction loan agreement provided in accordance with this section shall be attached to this Agreement as Exhibit A and shall be incorporated herein as if set forth in full. In the event of any conflict or inconsistency between this Agreement and the Maintenance Security forms attached as Exhibit A, the terms of this Agreement shall prevail. *(Complete the applicable below.)*
 - Cash Deposit:** Developer shall deposit with the City Director of Management and Budget a cash deposit in the amount of N/A lawful money of the United States of America. Interest earned on the cash deposit shall be for the account and to the credit of the person or persons making such deposit.
 - Surety Bond:** Developer shall cause Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of \$29,250.00 lawful money of the United States of America. The Issuer shall be a surety company authorized to do business in the state of Florida with a rating of not lower or less than A-XII as rated by A.M. Best Company, Inc.
 - Irrevocable and Unconditional Letter of Credit:** Developer shall cause Issuer to issue to the City, as beneficiary, an Irrevocable and Unconditional Letter of Credit in the amount of N/A lawful money of the United States of America. The Issuer shall be a Florida bank. The Security Issued shall, by its terms, be Irrevocable, unconditional, and provide for drafts to be honored at a banking location within Alachua County, Florida.
 - Construction Loan Agreement:** Developer shall deposit with the City a certified copy of a Construction Loan Agreement between Issuer and the Developer in the amount of N/A lawful money of the United States of America. The Construction Loan Agreement, by its terms, shall be for the benefit of and satisfactory to the City. The Issuer shall make payments on the proceeds of the loan to the City in accordance with Section 3 of this Agreement.

3. **Terms of Security.** In accordance with Section 30-3.39 of the Land Development Code, the Developer warrants the completed Subdivision Public Improvements against all defects in materials and construction workmanship and also against design defects for a period of one year from the date the City has, in writing, accepted for maintenance the Subdivision Public Improvements ("Maintenance Period"). During the Maintenance Period, the City shall document in writing and notify the Developer of any defects in design, materials, or construction workmanship. The Developer shall have thirty (30) calendar days from notification to make all repairs and improvements to correct any documented defects, as evidenced by inspection and written approval by the City. If the Developer fails to correct all documented defects within thirty (30) calendar days of notification, the Developer shall be deemed in default and the City shall have the right, without prior notice to Developer, to draw on the Maintenance Security to pay the costs of such repairs and

maintenance on the Subdivision Public Improvements. The Maintenance Security shall remain valid until, and shall be released upon, the occurrence of one of the following two events, as applicable:

- a. the City has not provided the Developer with written notification in accordance with this section of any defects in design, materials, or construction workmanship for the Subdivision Public Improvements within fifteen (15) calendar days following the expiration of the Maintenance Period, or
 - b. the City has provided the Developer with written notification in accordance with this section of defects in design, materials, or construction workmanship for the Subdivision Public Improvements within fifteen (15) calendar days following the expiration of the Maintenance Period and all defects have been corrected, by either the Developer or the City, as evidenced by inspection and written approval by the City.
4. **Issuer's Responsibilities.** This section is applicable only if the Developer provided Maintenance Security to the City in the form of a surety bond, an irrevocable and unconditional letter of credit, or a construction loan agreement. The Issuer agrees that the Maintenance Security shall remain valid for the term of this Agreement and shall be maintained and administered in accordance with this Agreement, including the provisions specified in Section 2 of this Agreement, and that any disbursement or release of the Maintenance Security during the term of this Agreement shall not be made without the express written approval and certification of the City. In the event the Maintenance Security can only be issued for a limited term, the Maintenance Security shall provide for automatic extensions, without requiring written amendment, for successive periods as necessary to include the full term of this Agreement. In addition, the Issuer shall provide written notice to the City at least 60 calendar days in advance of any expiration date, in the event the term of the Maintenance Security will not be extended beyond the then current expiration date.
5. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and the Developer or the Issuer. The Developer or the Issuer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party is not acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
6. **Bankruptcy.** The filing by the Developer or the Issuer of a petition for relief under federal bankruptcy laws or any other similar law or statute of the United States, or the entry of an order or decree appointing a receiver of the Developer or the Issuer or their respective assets, shall not affect the Maintenance Security or the City's rights under this Agreement.
7. **Modification and Waiver.** This Agreement may only be modified or waived in writing signed by all the parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
8. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary.

Any legal action, in equity or law, with respect to this Agreement shall be brought and heard in Alachua County, Florida.

9. **Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
10. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.
11. **Captions.** The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.
13. **Successors and Assigns.** No parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of the other parties. The parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.
14. **Time.** Time is of the essence in this Agreement. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next business day.
15. **Notices.** Any notices pursuant to this Agreement shall be effective upon receipt and sent by either certified mail, return receipt requested, overnight courier service, or delivered in person to the following addresses:

To the City: City Manager
 City of Gainesville
 P.O. Box 490, Station 6
 Gainesville, FL 32602-0490

With a copy to: Director of Public Works
 City of Gainesville
 P.O. Box 490, Station 58
 Gainesville, FL 32602-0490

To the Developer: Villas at Buckridge, LLC
 7520 SE 80th Avenue
 Newberry, FL 32669

 Phone: (352)354-5125
 Fax: _____

To the Issuer: Developers Surety and Indemnity Company
P.O. Box 18725
Irvine, CA 92623
Phone: (949)263-3300
Fax: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials on the dates written below.

WITNESSES:

CITY OF GAINESVILLE

Sign: _____

By: _____

Print Name: _____

City Manager

Sign: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
By: [Signature] 7/19/19
Sean M. McDermott
Assistant City Attorney II
City of Gainesville, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, City Manager of the City of Gainesville. He or she personally appeared before me and is: (check one of the below)

_____ personally known to me, or

_____ produced the following type of identification: _____

Executed and sealed by me on _____.

Notary Public
Print Name: _____
My Commission expires: / /

WITNESSES:

Sign: William C Plummer
Print Name: _____

Sign: Marlene Colon
Print Name: Marlene Colon

DEVELOPER

By: [Signature]
Print Name: JONATHAN COLON
Title: _____

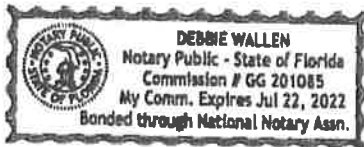
STATE OF FLORIDA
COUNTY OF Alachua

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by

Jonathan Colon, as _____ for and on behalf of _____ He or she personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: Driver's license

Executed and sealed by me on Jan. 24, 2019



Debbie Wallen
Notary Public
Print Name: Debbie Wallen
My Commission expires: 7/22/22

WITNESSES:
Sign: [Signature]
Print Name: Rebecca Stanton

ISSUER Ka
By: _____
Print Name: Kevin R. Wojtowicz
Title: Attorney-In-Fact

Sign: [Signature]
Print Name: Diane Sidebotham

STATE OF FLORIDA
COUNTY OF Pinellas

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Kevin R. Wojtowicz as Attorney-In-Fact for and on behalf of Developers Surety and Indemnity Company. He or she personally appeared before me and is: (check one of the below)
 personally known to me, or
 produced the following type of identification: _____

Executed and sealed by me on February 13th, 2019.



[Signature]
Notary Public
Print Name: _____
My Commission expires: / /



AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

FEB 28 2019

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. 483817C

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Villas at Buckridge, LLC as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing
business and under and by virtue of the laws of the State of California and duly
licensed to conduct surety business in the State of Florida, as Surety,
are held and firmly bound unto City of Gainesville - P.O. Box 490, Station 8, Gainesville, GA 32602-0490

as Obligee, in the sum of Twenty Nine Thousand Two Hundred Fifty and no/100
(\$ 29,250.00) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Villas at Buckridge
Subdivision, in Gainesville, Florida the
following improvements: Road and Improvement Costs

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and
truly perform said agreement or agreements during the original term thereof or of any extension of said
term that may be granted by the Obligee with or without notice to the Surety, this obligation shall be void,
otherwise it shall remain in full force and effect

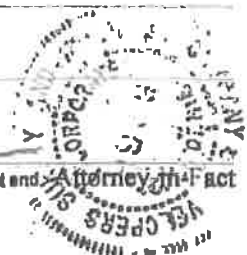
IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
13th day of February, 2019 YEAR

Villas at Buckridge, LLC Principal

BY:

Developers Surety and Indemnity Company

BY: [Signature]
Kevin R. Wojtowicz, FL Licensed Resident Agent and Attorney-in-Fact



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 18725, IRVINE, CA 92623 (949) 253-3300**

FEB 28 2019

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaks, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, Emily Golecki, Jessica P. Reno, Devin Joe Phillips, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2018.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby be, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby be, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lawson*
Mark Lawson, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Name, Rank, Title and Title of the Officer

personally appeared Daniel Young and Mark Lawson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of February, 2019

By: *Cassie J. Harrisford*
Cassie J. Harrisford, Assistant Secretary



ATS-1004 (10/18)

SECURITY AGREEMENT FOR CONSTRUCTION OF SIDEWALKS

FEB 28 2019

THIS AGREEMENT ("Agreement") is entered into on the ____ day of _____, 20____, by and between the City of Gainesville, Florida, a municipal corporation ("City"),
Villas at Buckridge LLC, a Florida
_____, ("Developer"), and
Developers Surety and Indemnity Company, a Florida
_____, ("Issuer").

WITNESSETH

WHEREAS, the Developer is the fee simple owner and developer of the subdivision named Villas at Buckridge, which is located in the City of Gainesville, as per Plat thereof recorded in Plat Book _____, Page _____ of the Public Records of Alachua County, Florida ("Subdivision"); and

WHEREAS, pursuant to Section 30-3.39 of the City of Gainesville Land Development Code, a subdivision final plat shall not be approved by the City unless the Developer has provided the City with security in one of the forms allowed for in Section 30-3.39 to secure the construction and completion, within 12 months from the date of final plat approval, of all the subdivision public improvements required by the City-approved subdivision development plans and specifications, the Land Development Code and all other applicable local, state, and federal regulations ("Public Improvements"); and

WHEREAS, the Developer's final plat was approved by the City and in accordance with Section 30-3.37 of the Land Development Code, the Developer provided security and entered into a security agreement with the City on the ____ day of _____, 20____, ("Security Agreement") to secure the construction and completion of the Subdivision Public Improvements; and

WHEREAS, the installation of all Subdivision sidewalks is the responsibility of the Developer and included within the Public Improvements required for the Subdivision, and generally shall be installed prior to the acceptance for maintenance of the Public Improvements. However, pursuant to Section 30-6.6 K. of the Land Development Code and if the Developer provides the required security, the Developer may elect to postpone the installation of certain sidewalks not including those fronting common areas such as stormwater basins, entrance streets, or open space ("Eligible Sidewalks") until building permits are issued for 60 percent of the Subdivision lots, but such postponement shall last for no longer than five years and therefore all Subdivision sidewalks shall be installed no later than five years from the date of final plat approval; and

WHEREAS, the security provided by the Developer for the construction of Eligible Sidewalks shall be enforceable by and payable to the City in a sum at least equal to 150 percent of the total cost to construct and complete the Eligible Sidewalks. The total cost of construction shall be indicated in an executed, itemized contract verified by a private engineer acting for the Developer or in a professional engineer's signed and sealed estimate, and shall be verified and approved by the Public Works Director or designee. Improvements otherwise covered by a separate security agreement between the Developer and the City and those improvements already constructed and approved by the Public Works Director or designee shall not be included when determining the cost of improvements subject to this Agreement; and

WHEREAS, the estimated total cost to construct and complete the Eligible Sidewalks is Sixteen Thousand and no/100 Dollars. Therefore, the Developer shall provide security in an amount equal to or greater than Sixteen Thousand Dollars and no/100 Dollars; and

WHEREAS, following construction of the Subdivision Public Improvements, including the Eligible Sidewalks, the Developer shall provide the City with maintenance security in accordance with Section 30-3.39 C. of the Land Development Code to be used by the City to pay the costs of any necessary repairs and maintenance on the Subdivision Public Improvements for a period of one year following the date the City has approved and accepted for maintenance the Subdivision Public Improvements ("Maintenance Period"); and

WHEREAS, this Agreement and the security provided herein is separate and distinct from the maintenance security that the Developer shall also comply with in accordance with Section 30-3.39 C. of the Land Development Code.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below ("Effective Date") and shall remain in effect until the Security has been released in accordance with Section 3 of this Agreement.
2. **Security.** The Developer shall provide, on the same date as the Effective Date of this Agreement, the following form of Security for the Developer's construction and completion of the Eligible Sidewalks. The Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 150 percent of the total cost to construct and complete the Eligible Sidewalks, which sum shall be verified and approved by the City Manager or designee. ((Fill in one of the below.))

Cash Deposit: Developer shall deposit with the City Director of Management and Budget a cash deposit in the amount of N/A, lawful money of the United States of America. Interest earned on the cash deposit shall be for the account and to the credit of the person or persons making such deposit.

Surety Bond: Developer shall cause Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of \$24,000.00, lawful money of the United States of America. The Issuer shall be a surety company authorized to do business in the state of Florida with a rating of not lower or less than A-XII as rated by A.M. Best Company, Inc.

Irrevocable and Unconditional Letter of Credit: Developer shall cause Issuer to issue to the City, as beneficiary, an Irrevocable and Unconditional Letter of Credit in the amount of N/A, lawful money of the United States of America. The Issuer shall be a Florida bank. The Security Issued shall, by its terms, be irrevocable, unconditional, and provide for drafts to be honored at a banking location within Alachua County, Florida.

Construction Loan Agreement: Developer shall deposit with the City a certified copy of a Construction Loan Agreement between Issuer and the Developer in the amount of N/A, lawful money of the United States of America. The

Construction Loan Agreement, by its terms, shall be for the benefit of and satisfactory to the City. The Issuer shall make payments on the proceeds of the loan to the City in accordance with Section 3 of this Agreement.

3. **Terms of Security.** The Developer shall construct and complete all Eligible Sidewalks, as evidenced by the Inspection and written approval of the City's Public Works Director or designee, within 12 months from the date building permits are issued for 60 percent of the Subdivision lots or within five years from the date of final plat approval, whichever is soonest. In the event the Developer has not completed construction of the Eligible Sidewalks and received approval of the City for same within the timeframe described herein, the Developer shall be deemed in default and the City shall have the right without prior notice to Developer to draw on the Security in such amount as the City deems necessary to complete construction of that portion of the Eligible Sidewalks that have not been completed.

Upon the Developer's completion of any portion of the Eligible Sidewalks, as evidenced by the inspection and written approval of the City's Public Works Director or designee, and the Developer providing the City with the appropriate maintenance security required by Section 30-3.39 C. of the Land Development Code, a portion of the Security may be released in an amount equal to the City-approved costs of such completed Eligible Sidewalks. However, at no time before all Eligible Sidewalks have been completed and so certified by the City shall the balance of the Security be reduced to less than 30 percent of the estimated total cost to construct and complete all Eligible Sidewalks as written above. If the Developer completes the construction of all Eligible Sidewalks, with inspection and written approval by the City, and provides the appropriate maintenance security required by Section 30-3.39 C. of the Land Development Code, then the Security shall be released.

4. **Developer's Responsibilities.** The Developer shall construct and complete the Eligible Sidewalks, as evidenced by the Inspection and written approval of the City's Public Works Director or designee, within the timeframe and in accordance with the terms described in this Agreement. In accordance with Section 30-6.6 K. of the Land Development Code, the Developer warrants any completed Eligible Sidewalks against all defects in materials and construction workmanship and also against design defects, and shall provide maintenance security for same.
5. **City's Responsibilities.** The City agrees to fulfill its responsibilities as required by the provisions of the City's Land Development Code, as may be amended from time to time.
6. **Issuer's Responsibilities.** This section is applicable only if the Developer provided Security to the City in the form of a surety bond, an irrevocable and unconditional letter of credit, or a construction loan agreement. The Issuer agrees that the Security shall remain valid for the term of this Agreement and shall be maintained and administered in accordance with this Agreement, and that any disbursement or release of the Security during the term of this Agreement shall not be made without the express written approval and certification of the City. In the event the Security can only be issued for a limited term, the Security shall provide for automatic extensions, without requiring written amendment, for successive periods as necessary to include the full term of this Agreement. In addition, the Issuer shall provide written notice to the City at least 60 calendar days in advance of any expiration date, in the event the term of the Security will not be extended beyond the then current expiration date.

7. **Inspection.** During the term of this Agreement, the City may inspect the Subdivision at any time during reasonable business hours to determine if Developer has complied with this Agreement.
8. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and the Developer or the Issuer. The Developer or the Issuer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
9. **Bankruptcy.** The filing by the Developer or the Issuer of a petition for relief under federal bankruptcy laws or any other similar law or statute of the United States, or the entry of an order or decree appointing a receiver of the Developer or the Issuer or their respective assets, shall not affect the Security or the City's rights under this Agreement.
10. **Modification and Waiver.** This Agreement may only be modified or waived in writing signed by all the parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. Any legal action, in equity or law, with respect to this Agreement shall be brought and heard in Alachua County, Florida.
12. **Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
13. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.
14. **Captions.** The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.
16. **Successors and Assigns.** No parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of the other parties. The parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

17. **Time.** Time is of the essence in this Agreement. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next business day.

18. **Notices.** Any notices pursuant to this Agreement shall be effective upon receipt and sent by either certified mail, return receipt requested, overnight courier service, or delivered in person to the following addresses:

To the City: City Manager
 City of Gainesville
 P.O. Box 490, Station 6
 Gainesville, Florida 32602-0490

With a copy: Director of Public Works
 City of Gainesville
 P.O. Box 490, Station 58
 Gainesville, Florida 32602-0490

To the Developer: Villas at Buckridge, LLC
 7520 SE 80th Avenue
 Newberry, FL 32669

 Telephone: (352) 354-5125
 Fax: _____

To the Issuer: Developers Surety and Indemnity Company
 P.O. Box 18725
 Irvine, CA 92623

 Telephone: (949) 263-3300
 Fax: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials on the dates written below.

WITNESSES:

CITY OF GAINESVILLE

Sign: _____

By: _____

Print Name: _____

City Manager

Sign: _____

Print Name: _____

APPROVED AS TO FORM AND LEGALITY
By: [Signature] 2/18/19
Scott M. McDermott
Assistant City Attorney II
City of Gainesville, Florida

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, City Manager of the City of Gainesville. He or she personally appeared before me and is: (check one of the below)

_____ personally known to me, or
_____ produced the following type of identification: _____

Executed and sealed by me on _____, _____.

Notary Public
Print Name: _____
My Commission expires: __/__/__

WITNESSES:

Sign: William C Pleiman
Print Name: William C Pleiman

Sign: Marlene Colon
Print Name: Marlene COLON

DEVELOPER

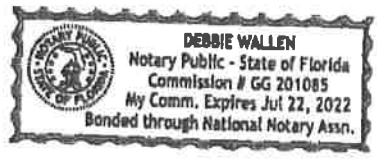
By: [Signature]
Print Name: Joselyn Colon
Title: _____

STATE OF FLORIDA
COUNTY OF Alachua

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Jonathan Colon, as _____ for and on behalf of _____ He or she personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: Driver's license

Executed and sealed by me on Jan. 24, 2019.



Debbie Wallen
Notary Public
Print Name: Debbie Wallen
My Commission expires: 7/22/22

WITNESSES:

Sign: [Signature]
Print Name: Rebecca Stanton

ISSUER

By: [Signature]
Print Name: Kevin R. Wojtowicz
Title: Attorney-In-Fact

Sign: [Signature]
Print Name: Diane Sidebotham

STATE OF FLORIDA
COUNTY OF Pinellas

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by Kevin R. Wojtowicz as Attorney-In-Fact for and on behalf of Developers Surety and Indemnity Company. He or she personally appeared before me and is: (check one of the below)

personally known to me, or
 produced the following type of identification: _____

Executed and sealed by me on February 13th



[Signature]
Notary Public
Print Name: _____
My Commission expires: / /



AmTrust Surety
17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
www.AmTrustSurety.com

FEB 28 2019

SUBDIVISION IMPROVEMENTS
PERFORMANCE BOND

BOND NO. 483818C

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Villes at Buckridge, LLC as Principal,
and Developers Surety and Indemnity Company, a corporation organized and doing
business and under and by virtue of the laws of the State of California and duly
licensed to conduct surety business in the State of Florida, as Surety,
are held and firmly bound unto City of Gainesville - P.O. Box 490, Station 8,

as Oblige, in the sum of Twenty Four Thousand and no/100
(\$ 24,000.00) Dollars,
for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors,
jointly and severally firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal, has agreed to construct in Villes at Buckridge
Subdivision, in Gainesville, Florida the
following improvements: Construction of Sidewalks

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall well and
truly perform said agreement or agreements during the original term thereof or of any extension of said
term that may be granted by the Oblige with or without notice to the Surety, this obligation shall be void,
otherwise it shall remain in full force and effect

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal
and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact, this
13th day of February, 2019
YEAR

Villes at Buckridge, LLC Principal

BY: _____

Developers Surety and Indemnity Company

BY: [Signature]
Kevin R. Wojtowicz, FL Licensed Resident Agent and Attorney-in-Fact

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 16726, IRVINE, CA 92623 (949) 263-3300**

FEB 23 2019

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
John R. Neu, Brett M. Rosenhaus, Kevin R. Wojtowicz, Daniel F. Oaka, Charles J. Nielson, Charles D. Nielson, David R. Turcios, Michael A. Gentile, Emily Golecki, Jessica P Reno, Devin Joe Phillips, jointly or severally

as its true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby be, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby be, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By David Young
Daniel Young, Senior Vice-President

By Mark Larridon
Mark Larridon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Larridon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Lucille Raymond
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of February, 2019

By Cecile J. Burrisford
Cecile J. Burrisford, Assistant Secretary



ATS-1004 (10/18)