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**WHEREAS**, on April 24, 2018, the Development Review Board approved the design plat of the subject property with conditions (Petition No. DB-18-17 SUB); and

**WHEREAS**, the owner has submitted a final plat that substantially conforms to the design plat approved by the City Commission; and

**WHEREAS**, the owner thereby requests the City Commission to accept and approve the final plat in accordance with LDC Section 30-3.37 and Chapter 177 of the Florida Statutes; and

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

Petition No. DB-18-17 SUB

1 and approved by the City Commission on the property lying in the City of Gainesville, Alachua  
2 County, Florida, that is described in **Exhibit A** attached hereto and made a part hereof as if  
3 set forth in full.

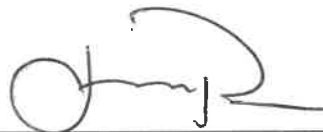
4 **SECTION 2.** The City Manager is authorized to execute the Security Agreement for Construction  
5 of Public Improvements with a surety bond attached as **Exhibit B**, in accordance with Section  
6 30-3.39 and Section 30-6.6 of the Land Development Code, to secure the construction and  
7 completion of the subdivision improvements required under the ordinances of the City of  
8 Gainesville.

9 **SECTION 3.** The City Clerk is authorized and directed to affix her signature to the record plat on  
10 behalf of the City Commission and accept the dedication of public rights-of-way, easements,  
11 and other dedicated portions as shown on the plat.

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

13  
14 **PASSED AND ADOPTED** this 17<sup>th</sup> day of June, 2021.

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LAUREN POE  
MAYOR

Attest:

Approved as to form and legality:



OMICHELE D. GAINES  
CITY CLERK

marie R. Kessler  
Deputy Clerk



NICOLLE M. SHALLEY  
CITY ATTORNEY

## Exhibit A to Resolution 210002

### LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF RICELAND SUBDIVISION, AS RECORDED IN PLAT BOOK "D", PAGE 74 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 01 DEGREE, 56 MINUTES, 27 SECONDS WEST, ALONG THE WEST LINE OF SAID RICELAND SUBDIVISION, A DISTANCE OF 1607.07 FEET TO A POINT ON THE SOUTHERLY LINE OF A CITY OF GAINESVILLE UTILITIES TRANSMISSION RIGHT-OF-WAY (FORMERLY KNOWN AS THE OLD S.A.L. RAILROAD); THENCE SOUTH 57 DEGREES, 54 MINUTES, 15 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 675.26 FEET TO THE NORTHEAST CORNER OF A 30 FOOT WIDE INGRESS-EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4454, PAGE 1046 OF SAID PUBLIC RECORDS; THENCE SOUTH 00 DEGREES, 04 MINUTES, 43 SECONDS WEST, A DISTANCE OF 875.61 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT AND TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4465, PAGE 1858 OF SAID PUBLIC RECORDS; THENCE NORTH 88 DEGREES, 08 MINUTES, 49 SECONDS EAST, A DISTANCE OF 123.14 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 20 DEGREES, 45 MINUTES, 44 SECONDS EAST, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 152.13 FEET; THENCE SOUTH 01 DEGREE, 54 MINUTES, 20 SECONDS EAST, ALONG SAID EAST LINE AND AN EXTENSION THEREOF, A DISTANCE OF 244.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3875, PAGE 349 OF SAID PUBLIC RECORDS; THENCE SOUTH 88 DEGREES, 32 MINUTES, 43 SECONDS WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 129.49 FEET; THENCE SOUTH 01 DEGREE, 27 MINUTES, 17 SECONDS EAST, A DISTANCE OF 85.00 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 23.56 FEET TO AN INTERSECTION WITH A RADIAL LINE; THENCE SOUTH 01 DEGREE, 27 MINUTES, 17 SECONDS EAST, ALONG SAID RADIAL LINE, A DISTANCE OF 50.00 FEET; THENCE NORTH 88 DEGREES, 32 MINUTES, 43 SECONDS EAST, A DISTANCE OF 198.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 280.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES, 11 MINUTES, 57 SECONDS, A DISTANCE OF 147.58 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 230.00 FEET; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEGREES, 13 MINUTES, 40 SECONDS, A DISTANCE OF 121.34 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES, 34 MINUTES, 25 SECONDS EAST, A DISTANCE OF 47.33 FEET; THENCE NORTH 01 DEGREE, 25 MINUTES, 35 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A RADIAL POINT OF INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 15.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES, 29 MINUTES, 08 SECONDS, A DISTANCE OF 23.43 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01 DEGREE, 56 MINUTES, 27 SECONDS WEST, A DISTANCE OF 15.14 FEET; THENCE NORTH 88 DEGREES, 34 MINUTES, 25 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER OF SAID RICELAND SUBDIVISION AND THE POINT OF BEGINNING.

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PLAT BOOK \_\_, PAGE  
SHEET 1 OF 3

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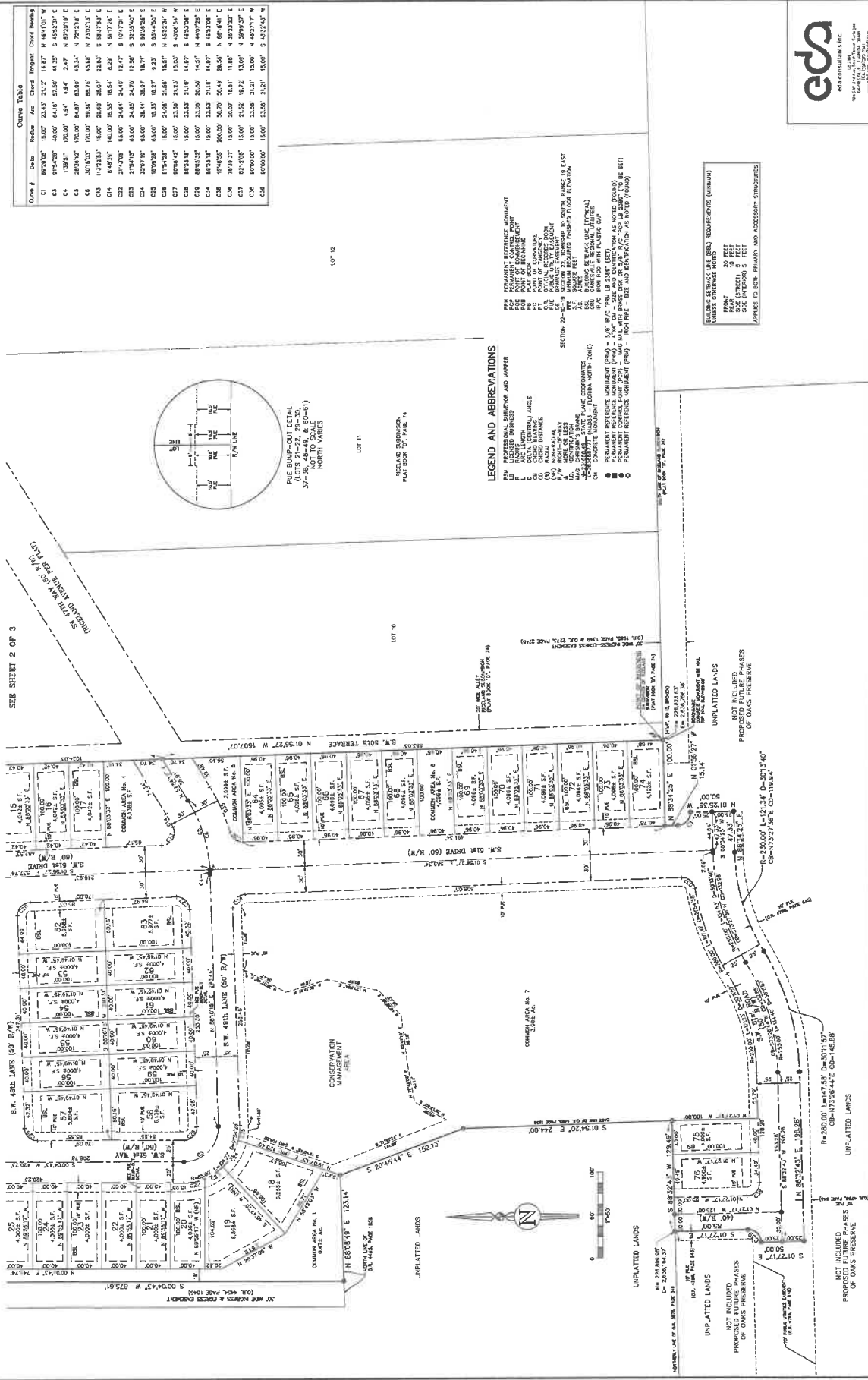
DOI: 10.1002/anie.201602117



# OAKS PRESERVE PHASE I, A CLUSTER SUBDIVISION

SITUATED IN SECTION 22, TOWNSHIP 10 SOUTH, RANGE 19 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SHEET 3 OF 3



Curve	Delta	Radius	Area	Chord	Offset	Order	Bearing
C1	89°28'00"	15.00'	23.17'	21.37'	14.87'	1	N 49°10'00" W
C2	89°28'00"	15.00'	23.17'	21.37'	14.87'	2	S 45°23'00" E
C3	89°28'00"	15.00'	23.17'	21.37'	14.87'	3	N 45°23'00" E
C4	89°28'00"	15.00'	23.17'	21.37'	14.87'	4	S 45°23'00" E
C5	89°28'00"	15.00'	23.17'	21.37'	14.87'	5	N 45°23'00" E
C6	89°28'00"	15.00'	23.17'	21.37'	14.87'	6	S 45°23'00" E
C7	89°28'00"	15.00'	23.17'	21.37'	14.87'	7	N 45°23'00" E
C8	89°28'00"	15.00'	23.17'	21.37'	14.87'	8	S 45°23'00" E
C9	89°28'00"	15.00'	23.17'	21.37'	14.87'	9	N 45°23'00" E
C10	89°28'00"	15.00'	23.17'	21.37'	14.87'	10	S 45°23'00" E
C11	89°28'00"	15.00'	23.17'	21.37'	14.87'	11	N 45°23'00" E
C12	89°28'00"	15.00'	23.17'	21.37'	14.87'	12	S 45°23'00" E
C13	89°28'00"	15.00'	23.17'	21.37'	14.87'	13	N 45°23'00" E
C14	89°28'00"	15.00'	23.17'	21.37'	14.87'	14	S 45°23'00" E
C15	89°28'00"	15.00'	23.17'	21.37'	14.87'	15	N 45°23'00" E
C16	89°28'00"	15.00'	23.17'	21.37'	14.87'	16	S 45°23'00" E
C17	89°28'00"	15.00'	23.17'	21.37'	14.87'	17	N 45°23'00" E
C18	89°28'00"	15.00'	23.17'	21.37'	14.87'	18	S 45°23'00" E
C19	89°28'00"	15.00'	23.17'	21.37'	14.87'	19	N 45°23'00" E
C20	89°28'00"	15.00'	23.17'	21.37'	14.87'	20	S 45°23'00" E
C21	89°28'00"	15.00'	23.17'	21.37'	14.87'	21	N 45°23'00" E
C22	89°28'00"	15.00'	23.17'	21.37'	14.87'	22	S 45°23'00" E
C23	89°28'00"	15.00'	23.17'	21.37'	14.87'	23	N 45°23'00" E
C24	89°28'00"	15.00'	23.17'	21.37'	14.87'	24	S 45°23'00" E
C25	89°28'00"	15.00'	23.17'	21.37'	14.87'	25	N 45°23'00" E
C26	89°28'00"	15.00'	23.17'	21.37'	14.87'	26	S 45°23'00" E
C27	89°28'00"	15.00'	23.17'	21.37'	14.87'	27	N 45°23'00" E
C28	89°28'00"	15.00'	23.17'	21.37'	14.87'	28	S 45°23'00" E
C29	89°28'00"	15.00'	23.17'	21.37'	14.87'	29	N 45°23'00" E
C30	89°28'00"	15.00'	23.17'	21.37'	14.87'	30	S 45°23'00" E
C31	89°28'00"	15.00'	23.17'	21.37'	14.87'	31	N 45°23'00" E
C32	89°28'00"	15.00'	23.17'	21.37'	14.87'	32	S 45°23'00" E
C33	89°28'00"	15.00'	23.17'	21.37'	14.87'	33	N 45°23'00" E
C34	89°28'00"	15.00'	23.17'	21.37'	14.87'	34	S 45°23'00" E
C35	89°28'00"	15.00'	23.17'	21.37'	14.87'	35	N 45°23'00" E
C36	89°28'00"	15.00'	23.17'	21.37'	14.87'	36	S 45°23'00" E
C37	89°28'00"	15.00'	23.17'	21.37'	14.87'	37	N 45°23'00" E
C38	89°28'00"	15.00'	23.17'	21.37'	14.87'	38	S 45°23'00" E
C39	89°28'00"	15.00'	23.17'	21.37'	14.87'	39	N 45°23'00" E
C40	89°28'00"	15.00'	23.17'	21.37'	14.87'	40	S 45°23'00" E
C41	89°28'00"	15.00'	23.17'	21.37'	14.87'	41	N 45°23'00" E
C42	89°28'00"	15.00'	23.17'	21.37'	14.87'	42	S 45°23'00" E
C43	89°28'00"	15.00'	23.17'	21.37'	14.87'	43	N 45°23'00" E
C44	89°28'00"	15.00'	23.17'	21.37'	14.87'	44	S 45°23'00" E
C45	89°28'00"	15.00'	23.17'	21.37'	14.87'	45	N 45°23'00" E
C46	89°28'00"	15.00'	23.17'	21.37'	14.87'	46	S 45°23'00" E
C47	89°28'00"	15.00'	23.17'	21.37'	14.87'	47	N 45°23'00" E
C48	89°28'00"	15.00'	23.17'	21.37'	14.87'	48	S 45°23'00" E
C49	89°28'00"	15.00'	23.17'	21.37'	14.87'	49	N 45°23'00" E
C50	89°28'00"	15.00'	23.17'	21.37'	14.87'	50	S 45°23'00" E
C51	89°28'00"	15.00'	23.17'	21.37'	14.87'	51	N 45°23'00" E
C52	89°28'00"	15.00'	23.17'	21.37'	14.87'	52	S 45°23'00" E
C53	89°28'00"	15.00'	23.17'	21.37'	14.87'	53	N 45°23'00" E
C54	89°28'00"	15.00'	23.17'	21.37'	14.87'	54	S 45°23'00" E
C55	89°28'00"	15.00'	23.17'	21.37'	14.87'	55	N 45°23'00" E
C56	89°28'00"	15.00'	23.17'	21.37'	14.87'	56	S 45°23'00" E
C57	89°28'00"	15.00'	23.17'	21.37'	14.87'	57	N 45°23'00" E
C58	89°28'00"	15.00'	23.17'	21.37'	14.87'	58	S 45°23'00" E
C59	89°28'00"	15.00'	23.17'	21.37'	14.87'	59	N 45°23'00" E
C60	89°28'00"	15.00'	23.17'	21.37'	14.87'	60	S 45°23'00" E
C61	89°28'00"	15.00'	23.17'	21.37'	14.87'	61	N 45°23'00" E
C62	89°28'00"	15.00'	23.17'	21.37'	14.87'	62	S 45°23'00" E
C63	89°28'00"	15.00'	23.17'	21.37'	14.87'	63	N 45°23'00" E
C64	89°28'00"	15.00'	23.17'	21.37'	14.87'	64	S 45°23'00" E
C65	89°28'00"	15.00'	23.17'	21.37'	14.87'	65	N 45°23'00" E
C66	89°28'00"	15.00'	23.17'	21.37'	14.87'	66	S 45°23'00" E
C67	89°28'00"	15.00'	23.17'	21.37'	14.87'	67	N 45°23'00" E
C68	89°28'00"	15.00'	23.17'	21.37'	14.87'	68	S 45°23'00" E
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C70	89°28'00"	15.00'	23.17'	21.37'	14.87'	70	S 45°23'00" E
C71	89°28'00"	15.00'	23.17'	21.37'	14.87'	71	N 45°23'00" E
C72	89°28'00"	15.00'	23.17'	21.37'	14.87'	72	S 45°23'00" E
C73	89°28'00"	15.00'	23.17'	21.37'	14.87'	73	N 45°23'00" E
C74	89°28'00"	15.00'	23.17'	21.37'	14.87'	74	S 45°23'00" E
C75	89°28'00"	15.00'	23.17'	21.37'	14.87'	75	N 45°23'00" E
C76	89°28'00"	15.00'	23.17'	21.37'	14.87'	76	S 45°23'00" E
C77	89°28'00"	15.00'	23.17'	21.37'	14.87'	77	N 45°23'00" E
C78	89°28'00"	15.00'	23.17'	21.37'	14.87'	78	S 45°23'00" E
C79	89°28'00"	15.00'	23.17'	21.37'	14.87'	79	N 45°23'00" E
C80	89°28'00"	15.00'	23.17'	21.37'	14.87'	80	S 45°23'00" E
C81	89°28'00"	15.00'	23.17'	21.37'	14.87'	81	N 45°23'00" E
C82	89°28'00"	15.00'	23.17'	21.37'	14.87'	82	S 45°23'00" E
C83	89°28'00"	15.00'	23.17'	21.37'	14.87'	83	N 45°23'00" E
C84	89°28'00"	15.00'	23.17'	21.37'	14.87'	84	S 45°23'00" E
C85	89°28'00"	15.00'	23.17'	21.37'	14.87'	85	N 45°23'00" E
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C87	89°28'00"	15.00'	23.17'	21.37'	14.87'	87	N 45°23'00" E
C88	89°28'00"	15.00'	23.17'	21.37'	14.87'	88	S 45°23'00" E
C89	89°28'00"	15.00'	23.17'	21.37'	14.87'	89	N 45°23'00" E
C90	89°28'00"	15.00'	23.17'	21.37'	14.87'	90	S 45°23'00" E
C91	89°28'00"	15.00'	23.17'	21.37'	14.87'	91	N 45°23'00" E
C92	89°28'00"	15.00'	23.17'	21.37'	14.87'	92	S 45°23'00" E
C93	89°28'00"	15.00'	23.17'	21.37'	14.87'	93	N 45°23'00" E
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C95	89°28'00"	15.00'	23.17'	21.37'	14.87'	95	N 45°23'00" E
C96	89°28'00"	15.00'	23.17'	21.37'	14.87'	96	S 45°23'00" E
C97	89°28'00"	15.00'	23.17'	21.37'	14.87'	97	N 45°23'00" E
C98	89°28'00"	15.00'	23.17'	21.37'	14.87'	98	S 45°23'00" E
C99	89°28'00"	15.00'	23.17'	21.37'	14.87'	99	N 45°23'00" E
C100	89°28'00"	15.00'	23.17'	21.37'	14.87'	100	S 45°23'00" E





## Exhibit B to Resolution 210002

Bond No. 800054835

### SECURITY AGREEMENT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

**THIS AGREEMENT** ("Agreement") is entered into on the 5th day of May, 2021, by and between the **City of Gainesville, Florida**, a municipal corporation ("City"), a \_\_\_\_\_ ("Contractor"), Forestar (USA) Real Estate Group, Inc., a DE corporation ("Developer"), and Atlantic Specialty Insurance Company a NY corporation ("Issuer").

#### WITNESSETH

**WHEREAS**, as the fee simple owner and developer of the subject property located in the City of Gainesville, the Developer has applied to the City for final plat approval of a subdivision named the Oaks Preserve Phase 1 subdivision ("Subdivision"); and

**WHEREAS**, the City has approved the construction plans and specifications ("Construction Plans") that the Developer submitted pursuant to Section 30-3.37 of the City of Gainesville Land Development Code for all subdivision public improvements required pursuant to the approved design plat, Sections 30-3.38 and 30-6.6 of the Land Development Code, the Public Works Design Manual, and all other applicable local, state, and federal regulations ("Public Improvements"); and

**WHEREAS**, pursuant to Section 30-3.39 of the Land Development Code, no final plat of any subdivision shall be approved by the City unless one of the forms of security allowed for in Section 30-3.39 ("Security") has been provided to the City, conditioned to secure the construction and completion of the Public Improvements described in the Construction Plans in a satisfactory manner within 12 months from the date of final plat approval; and

**WHEREAS**, the Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 120 percent of the total cost to construct and complete the Public Improvements provided in the Subdivision. 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 Public Improvements is \$3,612,050.60. Therefore, the Developer shall provide Security in an amount equal to or greater than \$4,334,460.72; 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 of the Land Development Code.

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



## Exhibit B to Resolution 210002

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(s) of Security for the Developer's construction and completion of the Public Improvements. The Security provided by the Developer shall be enforceable by and payable to the City in a sum at least equal to 120 percent of the total cost to construct and complete the Public Improvements provided in the Subdivision, 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 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 \_\_\_\_\_, 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 \$4,334,460.72, 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. The Surety Bond shall be executed by both the Developer and the Contractor.
  - ☐ **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 \_\_\_\_\_, 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 \_\_\_\_\_, 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. No payments of proceeds of the portion of the loan reserved for Public Improvements shall be made to anyone until the City has approved the payment, which approval the City shall give only in accordance with the terms specified in Section 3 of this Agreement for partial releases of Security.
3. **Terms of Security.** The Developer shall construct and complete the Public Improvements within 12 months from the date of final plat approval, as evidenced by the inspection and written approval of the City's Public Works Director or designee. In the event the Developer has not completed construction of the Public Improvements and received approval of the City for same within 12 months from the date of final plat approval, 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 Public Improvements that have not been completed.

## Exhibit B to Resolution 210002

Upon the Developer's completion of any portion of the Public Improvements, 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 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 Public Improvements. However, at no time before all Public Improvements 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 Public Improvements as written above. If the Developer completes the construction of all Public Improvements, with inspection and written approval by the City, and provides the appropriate maintenance security required by Section 30-3.39 of the Land Development Code, then the Security shall be released.

4. ***Developer's Responsibilities.*** Within 12 months from the date of final plat approval, the Developer shall construct and complete the Public Improvements, as evidenced by the inspection and written approval of the City's Public Works Director or designee. Should the Contractor, in acting for the Developer, not construct the Public Improvements as provided for in this Agreement, the Developer agrees to retain another contractor within 30 days of the original Contractor's default for the purpose of constructing the Public Improvements. In accordance with Section 30-3.39 of the Land Development Code, the Developer warrants any completed Public Improvements against all defects in materials and construction workmanship and also against design defects, and shall provide maintenance security for same.
5. ***Contractor's Responsibilities.*** The Contractor agrees to construct the Public Improvements in a reasonably diligent manner to ensure completion of all Public Improvements within the time specified in Section 3 of this Agreement.
6. ***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.
7. ***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, including the provisions specified in Section 2 of 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.
8. ***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.
9. ***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, the Contractor, or the Issuer. The Developer, the Contractor, 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

## Exhibit B to Resolution 210002

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.

10. **Bankruptcy.** The filing by the Developer, the Contractor, 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, the Contractor, or the Issuer or their respective assets, shall not affect the Security or the City's rights under this Agreement.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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:

## Exhibit B to Resolution 210002

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: Forestar (USA) Real Estate Group, Inc.  
2221 E Lamar Blvd, Suite 790  
Arlington, TX 76006  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

To the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

To the Issuer: Atlantic Specialty Insurance Company  
Surety Claims  
605 Highway 169 North, Suite 800  
Plymouth, MN  
Telephone: (952) 852-2431  
Fax: N/A

**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: \_\_\_\_\_

Exhibit B to Resolution 210002

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 Russ Blackburn, City Manager of the City of Gainesville. He 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: \_\_/\_\_/\_\_

Exhibit B to Resolution 210002

WITNESSES:

Sign: [Signature]

Print Name: Robert Mote

Sign: [Signature]

Print Name: John M. Gandy II

Forestar (USA) Real Estate Group, Inc.  
DEVELOPER

By: [Signature]

Print Name: Nicolas Apuricio

Title: Florida Region President

STATE OF FLORIDA

COUNTY OF Hillsborough

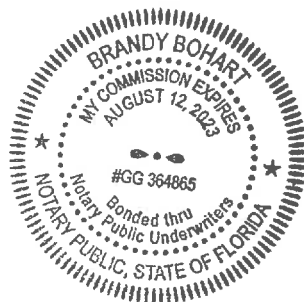
I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by

Nicolas Apuricio as Florida Region President for and on behalf of Forestar (USA) Real Estate Group. He/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 May 14, 2021



Brandy Bohart

Notary Public

Print Name: Brandy Bohart

My Commission expires 8/12/2023

Exhibit B to Resolution 210002

WITNESSES:

Sign: \_\_\_\_\_

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

Sign: \_\_\_\_\_

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

CONTRACTOR

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_, as \_\_\_\_\_ for and on behalf of \_\_\_\_\_  
\_\_\_\_\_. He/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: \_\_/\_\_/\_\_

Exhibit B to Resolution 210002

WITNESSES:


Sign: 

Print Name: Donna M. Planeta

Sign: 

Print Name: Ashley Alexis

Atlantic Specialty Insurance Company  
ISSUER

By: 

Print Name: Kathryn Pryor

Title: Attorney-In-Fact

Connecticut  
STATE OF ~~FLORIDA~~  
COUNTY OF Hartford

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

Kathryn Pryor, as Attorney-In-Fact for and on behalf of  
Atlantic Specialty Insurance Company. He/she personally appeared before me and is: (check one of the below)

☒ personally known to me, or  
☐ produced the following type of identification: N/A

Executed and sealed by me on May 13<sup>th</sup>, 2021.

  
Notary Public  
Print Name: Bryan Caneschi  
My Commission expires: 11 / 30 / 2025

**BRYAN CANESCHI**  
**NOTARY PUBLIC - CT 182475**  
My Commission Expires Nov. 30, 2025



## Exhibit B to Resolution 210002



### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Anne McMahon, Donna M Planeta, Joshua Sanford, Aimee R Perondine, Bethany Stevenson, Tanya Nguyen, Rebecca Stevenson, Bryan M. Caneschi, Melissa Stanton, Alexis Apostolidis, Phillip Knowler, Brendan Fletcher, Cassandra Baez, Jacqueline Rose Susco, Kathryn Pryor, Nicholas Turecamo**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

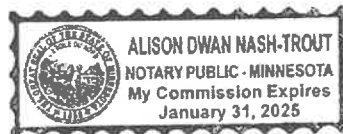
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13th day of May, 2021.

This Power of Attorney expires  
January 31, 2025



Kara Barrow, Secretary

Exhibit A to Security Agreement for Construction of Public Improvements

**SUBDIVISION BOND**

Bond No. 800054835

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

2221 E Lamar Blvd, Suite 790 Arlington, TX 76006

as Principal, and Atlantic Specialty Insurance Company

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

City of Gainesville

as Obligee, in the penal sum of Four Million Three Hundred Thirty Four Thousand Four Hundred Sixty Dollars and

Seventy Two Cents (\$ 4,334,460.72 ) DOLLARS, lawful money of

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

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

has agreed to construct in Oaks Preserve

the following improvements: Phase 1 - Earthwork, Utility, Drainage, Road construction, and infrastructure

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

Signed, sealed and dated this 12th day of May, 2021.

Forestar (USA) Real Estate Group, Inc.

Principal

By: ANTHONY Squitieri

Atlantic Specialty Insurance Company

By: Noah William Pierce

Noah William Pierce

Attorney-in-Fact



# Exhibit A to Security Agreement for Construction of Public Improvements



## Power of Attorney

Surety Bond No: 800054835

Principal: Forestar (USA) Real Estate Group, Inc.

Obligee: City of Gainesville

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Noah William Pierce, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

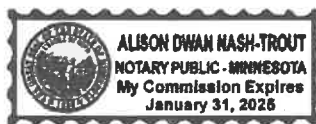
STATE OF MINNESOTA  
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of May, 2021.



Christopher V. Jerry, Secretary