

## **RESOLUTION NO. 25-31**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND ACCEPTING THE CONTRACTOR REQUEST TO RELEASE OF THE PAVING AND DRAINAGE SUBDIVISION COMPLETION BOND SUBJECT TO THE SUBSEQUENT RELEASE BY THE CENTRAL BROWARD WATER CONTROL DISTRICT, ASSOCIATED WITH RANCHETTE ISLES HOMES DEVELOPMENT PROJECT GENERALLY LOCATED AT 5600 SW 106<sup>TH</sup> AVENUE, COOPER CITY, FLORIDA, 33328; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, at their regular meeting, the City Commission gave site plan approval to Kennedy Homes, LLC (the "Developer") the development plans for the project known as Ranchette Isles ("Project"), generally located at 5600 SW 106<sup>th</sup> Avenue, Cooper City, Florida 33328;

**WHEREAS**, the project included construction of a drainage flow easement and related appurtenances with the condition that upon successful completion of construction and acceptance by the City and the Central Broward Water Control District, the Developer will request release of the Subdivision Completion Bond; and

**WHEREAS**, pursuant to Section 22 of the Water and Sewer Developers Agreement, a developer is required to furnish a Performance Improvement Bond in amount of 110% of certified construction cost prepared by a professional registered engineer in the State of Florida and after one year request release of the Bond upon successful completion of the project and its acceptance by resolution of the City Commission; and

**WHEREAS**, on or about December 7, 2017, International Fidelity Insurance Company issued the Developer a Subdivision Completion Bond in the form of a "Surety" in the amount of \$589,414.15; and

**WHEREAS**, the "Surety" in the amount of \$589,414.15, attached here to as Exhibit A, was issued to the City of Cooper City and to the Central Broward Water Control District as co-obliges for paving and drainage improvements; and

**WHEREAS**, the aforementioned improvements for the Project have been completed according to the approved plans and acceptable to the City; and

**WHEREAS**, in accordance with Sec. 19-143 of the City's Code of Ordinances, the Developer is requesting release of the aforementioned " Surety" in the amount of \$589,414.15, which represents the paving work and drainage improvements work; and

**WHEREAS**, a complete package consisting of developers Bond release request letter and the Engineer of Record project certification letter; and

**WHEREAS**, the City Engineer Department and staff are recommending approval to release the Subdivision Bond in full contingent upon approval by the Central Broward Water Control District; and

**WHEREAS**, the City Commission finds that approval and release of the Subdivision bond are in the best interests of the citizen and residents of the City of Cooper City.

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

**Section 1: Recitals Adopted.** that each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

**Section 2:** That the City Commission hereby approves the release of the Subdivision

Completion Bond in full for the Ranchette Isle Development and contingent upon the Central Broward Water Control District's approval.

**Section 3:** That the Subdivision Completion Bond in the form of a "Surety" issued by International Fidelity Insurance Company in the amount of \$589,414.15 shall hereby be released in full upon approval by the Central Broward Water Control District approval.

**Section 4:** That the appropriate City officials are hereby authorized and directed to record the appropriate documentation and take any and all actions necessary to effectuate the intent of this Resolution.

**Section 5: Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 6: Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 7: Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

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JAMES CURRAN  
Mayor

ATTEST:

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TEDRA ALLEN  
City Clerk

APPROVED AS TO LEGAL FORM

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JACOB HOROWITZ  
City Attorney

**Roll Call**

Mayor Curran

Commissioner Shrouder

Commissioner Katzman

Commissioner Mallozzi

Commissioner Smith

EXHIBIT A

PLEASE RETURN TO:  
CITY OF COOPER CITY  
City Clerk's Office  
P.O. Box 290910  
Cooper City, FL 33329-0910

THE ATTACHED MULTIPLE OBLIGEE RIDER FORMS AND BECOMES A PART OF THIS BOND.

Bond No: SEIFSU 0662492

Ranchette Isle (Paving & Drainage)

**CITY OF COOPER CITY**

**SUBDIVIDER'S COMPLETION BOND**

KNOW ALL MEN BY THESE PRESENTS:

That Kennedy Homes, LLC, a Florida Limited Liability Company, hereinafter called "Principal", whether one or more, and International Fidelity Insurance Company, a corporation duly authorized to operate a surety business within the State of Florida, hereinafter called "Surety", are held and firmly bound unto the CITY OF COOPER CITY, being a political subdivision of the State of Florida, hereinafter called the "City," for the use of said City in connection with improvements described in Exhibit "A", attached hereto and incorporated herein in its entirety, (which improvements may consist of, but are not necessarily limited to water distribution systems, fire protection, sewage collection and transition systems, paving, curb and gutter grading, excavation, embankment, drainage culverts, and appurtenances, or other similar improvements, whether specifically mentioned herein or not, and whether or not particularly described by any attached documents) in the full sum of Five Hundred and Eighty-Nine Thousand, Four Hundred Fourteen and 15/100 dollars (\$589,414.15), lawful money of the United States of America. Said sum being one hundred ten percent (110%) of the estimated construction cost of the improvements described in Exhibit "A" and which shall be prepared by a registered professional engineer in the State of Florida. Said estimate being part of Exhibit "A", to be paid unto said City, its successors and assigns, to which payment well and truly to be made we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects fully comply with, carry out, construct, erect and build the improvements referred to in Exhibit "A" hereof, in accordance with the aforesaid regulations of the City, the plans, specifications and schedules covering said work, and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being

understood that the Surety shall remain bound under this Bond), and such improved additions, amendments or alterations as may be made in the plans, specifications and schedules for said work (it being understood that the Principal shall remain bound under this Agreement although not informed of any such additions, amendments or alterations), and shall complete all of said work on or before December 31, 2018 and shall pay all costs as incurred and billed by the City in connection with the investigation, approval, and inspection of the improvements referred to in Exhibit "A" hereof; then the Principal of this Bond shall promptly repair or replace any of said improvements to the original condition required by said City or any ordinances and regulations thereof, as amended, should the same because of defective material, engineering and/or faulty workmanship, require such repair or replacement within twelve (12) months after final inspection and approval of said improvements by the City, then this obligation shall be void, otherwise remaining in full force and effect. And the Surety on this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the work or to the plans, specifications and schedules covering the same, or in the term or mode of payment for the same shall in any way affect the liability of payment under this Bond, and it does hereby waive notice of any and all changes, extensions of time, alterations and additions to the work or to the plans, specifications and schedules covering said work.

This Bond shall be for the use and benefit of the City if it shall elect to proceed with said work upon the failure or refusal of the Principal to do so by the date hereinabove specified, or any subsequent extension date agreed to by the Principal and the City, or in the event the Principal for any reason fails to complete the improvements described in Exhibit "A" to this Agreement and may be enforced by the City in the manner authorized by law.

The Surety further agrees to notify the City a minimum of thirty (30) days prior to cancellation or termination of this Bond. The Principal further agrees to notify the City of any change in ownership of all or part of the property described in Exhibit "B" to this Agreement.

That the City will have the right and authority to enter upon and cross over the property described in Exhibit "B" hereto for the purpose of inspecting these improvements, and in the event that the City determines that the improvements are not being timely completed by the Principal, notice will be given by the City to the Principal and Surety and the Principal and/or Surety will be given a period of fifteen (15) days from and after the mailing of such notice within which to commence construction of the improvements or obtain from the City, in writing, an extension, for good cause shown, of the time within which the improvements will be completed, failing which



the City may at its option complete the improvements described in Exhibit "A" for and on behalf of the Principal and Surety.

Should the Principal subdivide the property described in Exhibit "B" hereto, the Principal's obligations under this Bond to complete the improvements in Exhibit "A" shall devolve upon the individual purchasers of the subdivided parcels, their heirs, successors and assigns, and shall be a covenant to run with the land. Regardless of whether or not the Principal subdivides the property described in Exhibit "B" hereto, their obligation to complete the improvements described in Exhibit "A" hereto shall be binding upon its heirs, successors and assigns, regardless of how their heirs, successors or assigns came into ownership and shall be a covenant running with the land.

If construction of the improvements described in Exhibit "A" attached hereto is not substantially completed within one (1) year from the date of this Bond, the Principal shall submit, prior to this one (1) year period, revised cost estimates to the City for review. Following this review, if the City so requires, the Principal shall submit a revised Subdivider's Bond based on the revised cost estimate. If the Principal fails to comply with this paragraph, the City shall be entitled to call this Bond and use the proceeds of same to complete the improvements described on Exhibit "A." That in the event the City is required to complete the improvements described in Exhibit "A" on behalf of the Principal and Surety, and in the event the proceeds of this Bond are insufficient to pay for the completion of such improvements, then and in such event the City shall be deemed to have a lien against the property described in Exhibit "B" which lien shall be inferior only to any existing first mortgage then encumbering said property, ad valorem taxes and such other liens, impositions and assessments as may be given priority by applicable statutes, and said liens shall be for all such costs incurred by the City to complete such improvements over and above the proceeds of the Bond, together with interest thereon computed at ten percent (10%) per annum. In the further event that the City is required to foreclose this lien, then and in such event, the City will be entitled to payment of any costs or attorney's fees incurred in connection with such foreclosure or collection proceedings, whether suit be brought or not; and the Principal and Surety, jointly and severally, shall be liable for same; provided, however, regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider."


The Subdivider's Completion Bond shall be governed by the laws of the State of Florida, and the City Code of the City of Cooper City, Florida. Venue shall be in Broward County, Florida for any dispute.

The Subdivider's Completion Bond shall be placed of record upon the public records of Broward County, Florida, the Principal to bear the cost.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on this 7th day of December, 2017.

Corporate Seal

Principal  
Kennedy Homes, LLC

By:   
Name: Stephen Gravett, CEO  
Kennedy Homes, LLC, A Florida  
Limited Liability Company

Attest:

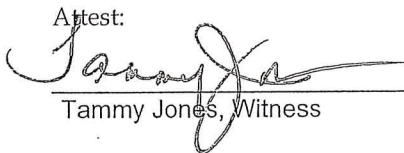
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(Corporate Seal)

(Surety)  
International Fidelity Insurance Company

By:   
Gloria A. Richards, Attorney-in-Fact & FL  
Licensed Resident Agent  
Inquiries: (407) 786-7770

Attest:

  
Tammy Jones, Witness



STATE OF FLORIDA  
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Stephen Gravett as CEO of Kennedy Homes, LLC, to me known to be the person described in and who executed the foregoing Subdivider's Bond and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 3<sup>rd</sup> day of December, 2017.



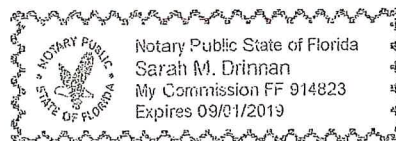
*Mary Beth Kerr*  
Notary Public - State of Florida

STATE OF FLORIDA  
COUNTY OF ~~BROWARD~~ ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Gloria A. Richards of (Surety) International Fidelity Insurance Company to me known to be described in and who executed the foregoing Subdivider's Bond and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this 7<sup>th</sup> day of December, 2017.

*Sarah M. Drinnan*  
Notary Public - State of Florida  
Sarah M. Drinnan, Expires 9/1/2019





## MULTIPLE OBLIGEE RIDER

TO BE ATTACHED TO AND MADE PART OF BOND NO. SEFSU 0662492 The names of  
Central Broward Water Control District shall be added to said  
bond as named co-obligees.

The Principal and Surety shall not be liable under this Bond to the Obligees, or any of them, unless the said Obligees, or either/any of them, shall make payments to the Principal, or in the event of Principal's abandonment of the project or default, to the Surety, strictly in accordance with the terms of the bonded Contract. In the event the Principal is declared in default and terminated, it is expressly understood, as a condition of the Surety's liability, that the Surety shall receive from the said Obligees, or either/any of them, the remainder of the sum set forth in the Contract not yet disbursed to the Principal at the time of default. It is furthermore understood, as a condition of the Surety's liability, that each and all of the Obligees shall perform all obligations to be performed under the Contract at the time and in the manner therein set forth. All defenses which the Surety may have arising out of the acts or omissions of any of the Obligees named herein shall constitute with equal force a defense to any claims presented hereunder by the other Obligees named herein.

In no event shall the Surety be liable in the aggregate to the Obligees for more than the penalty of its Performance Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to any Obligee may be made by its check issued jointly to all Obligees. The Surety, upon making any payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the payee, either against Principal or against any other party liable to the payee in connection with the loss which is the subject of the payment.

Signed and Sealed this 7th day of December 2017.

Attest

James Molaschi  
James Molaschi

[Obligee]

City of Cooper City  
by [Signature] (Corporate Seal)

Michael F. Bailey, UTILITIES DIR/CITY ENL.  
(print name and title)

Attest

Carmen Del Agila  
Carmen Del Agila - Witness

[Additional Obligee]

Central Broward Water Control District  
by [Signature] (Corporate Seal)

Michael Crowley - District Manager  
(print name and title)

Attest

\_\_\_\_\_

[Additional Obligee]

N/A  
by \_\_\_\_\_ (Corporate Seal)

(print name and title)

Attest

Tammy Jones  
Tammy Jones, Witness

International Fidelity Insurance Company

by Gloria A. Richards (Corporate Seal)

Gloria A. Richards,  
Attorney-in-Fact and  
FL Licensed Resident Agent  
Inquiries: (407) 786-7770

ATTACH NOTARY ACKNOWLEDGEMENT FOR EACH SIGNATURE

EXHIBIT "A"

(Certified Cost Estimate)

See Attachment

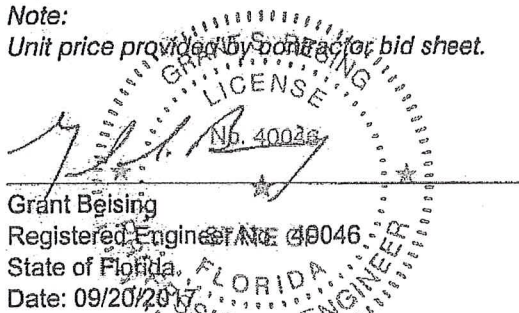
**Ranchette Isle**  
**DATE: September 20, 2017**

**COST ESTIMATE SUMMARY**

SEWER COLLECTION SYSTEM	\$69,935.00
WATER DISTRIBUTION SYSTEM	\$42,284.00
DRAINAGE SYSTEM	\$104,205.00
PAVING & RELATED WORK	\$162,166.50
EARTHWORK AND RELATED	\$339,394.55
<b>SUBTOTAL</b>	<b>\$648,050.05</b>
<b>TOTAL COST ESTIMATE</b>	<b>\$648,050.05</b>

**Note:**

Unit price provided by contractor, bid sheet.

  
Grant Beising  
Registered Engineer No. 40046  
State of Florida  
Date: 09/20/2017

WINNINGHAM & FRADLEY, INC.  
111 NE 44th STREET  
OAKLAND PARK, FL 33334

ENGINEER'S COST ESTIMATE  
PROJECT NAME *Ranchette Isle*

40.2 COST ESTIMATE FOR PUBLIC SEWAGE COLLECTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S1-1	8" P.V.C. gravity sewer pipe 0'- 6' cut:	554	L.F.	\$23.00	\$12,742.00
S1-2	8" D.I.P. gravity sewer pipe 0'- 6' cut:	400	L.F.	\$53.00	\$21,200.00
S1-23	8" P.V.C. gravity sewer pipe 6'- 8' cut:	107	L.F.	\$24.00	\$2,568.00
S2-1	4' Dia. manhole at 0'- 6' cut:	4	EACH	\$3,230.00	\$12,920.00
S2-2	4' Dia. manhole at 6'- 8' cut:	1	EACH	\$3,720.00	\$3,720.00
S3-1	Connect Ex. sewer main to proposed manhole:	1	EACH	\$4,915.00	\$4,915.00
S5-1	Single service D.I.P.:	1	EACH	\$1,490.00	\$1,490.00
S5-2	Single service P.V.C.:	2	EACH	\$995.00	\$1,990.00
S5-3	Double service D.I.P.:	3	EACH	\$1,600.00	\$4,800.00
S7-1	Lateral Conflict Crossing Mat:	4	EACH	\$215.00	\$860.00
S8-1	6" Clean Out Assembly SDR 26:	7	EACH	\$390.00	\$2,730.00

TOTAL COST ESTIMATE -  
SEWAGE COLLECTION SYSTEM:

\$69,935.00

WINNINGHAM & FRADLEY, INC.  
111 NE 44th STREET  
OAKLAND PARK, FL 33334



ENGINEER'S COST ESTIMATE  
PROJECT NAME *Ranchette Isle*

40.3 COST ESTIMATE FOR PUBLIC WATER DISTRIBUTION SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
W1-1	6" PVC Water main including fittings:	48	L.F.	\$16.00	\$768.00
W1-2	8" PVC Water main including fittings:	743	L.F.	\$17.00	\$12,631.00
W1-3	WM MJ Fittings	1	L.S.	\$3,095.00	\$3,095.00
W2-1	Fire Hydrant and 6" gate valve with box:	2	EACH	\$3,875.00	\$7,750.00
W2-2	Fire Hydrant Bollard:	8	EACH	\$95.00	\$760.00
W2-3	Relocate Fire Hydrant:	1	EACH	\$1,390.00	\$1,390.00
W3-1	8" Gate valve & C.I. valve box:	1	EACH	\$1,330.00	\$1,330.00
W4-1	1 1/2" Single service:	3	EACH	\$665.00	\$1,995.00
W4-2	1 1/2" Double service:	2	EACH	\$775.00	\$1,550.00
W4-3	2" Long Single service:	2	EACH	\$1,475.00	\$2,950.00
W5-1	12" X 8" Tapping sleeve & valve and Connection:	1	L.S.	\$6,200.00	\$6,200.00
W6-1	Bacteriological Sample Point:	2	EACH	\$410.00	\$820.00
W6-2	Fill and Flush connection	1	EACH	\$1,045.00	\$1,045.00
TOTAL CONSTRUCTION BID ITEMS - WATER DISTRIBUTION SYSTEM:					\$42,284.00



ENGINEER'S COST ESTIMATE  
PROJECT NAME *Ranchette Isle*

40.4 COST ESTIMATE FOR DRAINAGE SYSTEM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
D1-1	R.C.P. Pipe (15"):	239	L.F.	\$39.00	\$9,321.00
D1-2	R.C.P. Pipe (18"):	155	L.F.	\$46.00	\$7,130.00
D1-3	R.C.P. Pipe (24"):	682	L.F.	\$58.00	\$39,556.00
D1-5	D.I.P. (12"):	30	L.F.	\$65.00	\$1,950.00
D1-6	P.V.C. (12"):	95	L.F.	\$31.00	\$2,945.00
D2-1	Pollution retardant baffel (24"):	1	EACH	\$495.00	\$495.00
D3-1	Inlet (FDOT Type C):	5	EACH	\$1,935.00	\$9,675.00
D3-2	Inlet (FDOT Type C-Valley Inlet):	5	EACH	\$2,165.00	\$10,825.00
D3-3	4' Dia. Manhole:	1	EACH	\$2,790.00	\$2,790.00
D3-4	4' Dia. Valley Inlet:	2	EACH	\$3,000.00	\$6,000.00
D4-1	24" Dia. Concrete Headwall	1	EACH	\$3,820.00	\$3,820.00
D5-1	Inlet Protection:	12	EACH	\$95.00	\$1,140.00
D6-1	Concrete Catch Basin Apron:	3	EACH	\$180.00	\$540.00
D7-1	Pipe Joint Wrap:	133	EACH	\$11.00	\$1,463.00
D8-1	Clean/ Wet Probe insp drg @ 1st lift	1201	L.F.	\$5.00	\$6,005.00
D8-2	Turbidity Barrier:	50	L.F.	\$11.00	\$550.00

TOTAL COST ESTIMATE -  
DRAINAGE SYSTEM:

\$104,205.00

ENGINEER'S COST ESTIMATE  
PROJECT NAME Ranchette Isle

40.5 COST ESTIMATE FOR PAVING AND RELATED WORK

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ONSITE:					
P1-1	12 inch Stabilized Subbase (LBR40):	3861	S.Y.	\$6.90	\$26,640.90
P2-1	8 inch Limerock Base (LBR100):	3145	S.Y.	\$10.40	\$32,708.00
P3-1	3/4" asphaltic concrete surface SP-9.5 (1st lift):	1954	S.Y.	\$6.20	\$12,114.80
P3-2	3/4" asphaltic concrete surface SP-9.5 (2nd lift):	1954	S.Y.	\$6.35	\$12,407.90
P4-1	2' concrete valley gutter and 4" Curb Pad:	1500	L.F.	\$16.50	\$24,750.00
P4-1	Type "F" curb and gutter and 4" Curb Pad:	376	L.F.	\$24.95	\$9,381.20
P4-1	Type "E" curb and gutter and 4" Curb Pad:	161	L.F.	\$25.20	\$4,057.20
P4-1	Type "D" Curb:	329	L.F.	\$23.20	\$7,632.80
P4-1	Header Curb:	103	L.F.	\$23.20	\$2,389.60
P4-2	Concrete Flume:	2	Each	\$527.00	\$1,054.00
P6-1	All Signage and pavement markings:	1	L.S.	\$6,010.10	\$6,010.10
OFFSITE:					
P1-1	12 inch Stabilized Subbase (LBR40):	84	S.Y.	\$10.45	\$877.80
P2-1	8 inch Limerock Base (LBR100):	84	S.Y.	\$32.00	\$2,688.00
P3-1	1 1/2" asphaltic concrete surface SP-9.5 (1st lift):	84	S.Y.	\$56.80	\$4,771.20
P4-1	Type "F" curb and gutter and 4" Curb Pad:	30	L.F.	\$42.70	\$1,281.00
P5-1	Maintenance of Traffic:	1	L.S.	\$5,082.00	\$5,082.00
P6-1	Pavement Restoration	40	S.Y.	\$208.00	\$8,320.00

TOTAL COST ESTIMATE -  
PAVING AND RELATED WORK:

\$162,166.50

ENGINEER'S COST ESTIMATE  
PROJECT NAME Ranchette Isle

40.6 COST ESTIMATE FOR EARTHWORK AND RELATED

ITEM	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	AMOUNT
DEMOLITION:				
D1-1	Remove Fence	1844 L.F.	\$1.05	\$1,936.20
D2-1	4" Concrete Removal:	126 S.Y.	\$11.80	\$1,486.80
D3-1	Building and Structure Removal	9 EACH	\$860.00	\$7,740.00
D4-1	Sawcut Existing Asphalt:	240 L.F.	\$3.25	\$780.00
D5-1	Sawcut Existing Concrete	10 L.F.	\$6.50	\$65.00
D6-1	Remove Flag Pole:	1 EACH	\$163.00	\$163.00
D7-1	Demo Existign Block Wall	350 L.F.	\$18.65	\$6,527.50
D8-1	Drain Existing Pond:	1 L.S.	\$5,953.00	\$5,953.00
CLEARING AND GRUBBING:				
CG1-1	Clearing and Grubbing:	4.77 A.C.	\$4,165.00	\$19,867.05
CG2-1	Silt Fence	2890 L.F.	\$1.05	\$3,034.50
CG3-1	Inlet Protection (Existing)	2 EACH	\$123.00	\$246.00
CG4-1	Construction Entrance:	1 EACH	\$2,137.00	\$2,137.00
EARTHWORK:				
E1-1	Stripping to Soil Exchange:	3134 C.Y.	\$4.45	\$13,946.30
E2-1	Soil to Exchange to Fill:	3134 C.Y.	\$2.30	\$7,208.20
E3-1	Cut to Fill:	14867 C.Y.	\$12.30	\$182,864.10
E4-1	Muck to Offsite Disposal:	430 C.Y.	\$25.00	\$10,750.00
E5-1	Offsite Borrow to Fill:	3445 C.Y.	\$9.85	\$33,933.25
E6-1	Site Grading	24701 S.Y.	\$1.65	\$40,756.65
TOTAL COST ESTIMATE - PAVING AND RELATED WORK:				\$339,394.55

EXHIBIT "B"

LEGAL DESCRIPTION:

ALL OF PARCEL 'A', "KANE ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177, PAGE 34, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE SOUTH 165.00 FEET OF TRACT 62 LESS THE WEST 60.00 FEET AND LESS THE EAST 725 FEET THEREOF, IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 41 EAST, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 'A', "KANE ESTATES", SAID POINT ALSO BEING THE NORTHEAST CORNER OF PARCEL "D", "MARIN RANCHES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 182, PAGE 106, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 87°48'36" WEST ON THE NORTH LINE OF "MARIN RANCHES", ON THE SOUTH LINE OF PARCEL 'A', "KANE ESTATES" AND ON THE SOUTH LINE OF SAID TRACT 62 FOR 1,259.65 FEET TO THE NORTHWEST CORNER OF PARCEL "A", "MARIN RANCHES", SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SW 106TH AVENUE (CHERRY ROAD) AS RECORDED IN DEED BOOK 627, PAGE 216, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 01°57'49" WEST ON SAID EAST RIGHT-OF-WAY LINE 165.00 FEET TO THE SOUTHWEST CORNER OF "TINDALL ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 172, PAGE 162, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 87°48'36" EAST ON THE NORTH LINE OF THE SOUTH 165.00 FEET OF SAID TRACT 62 ALSO BEING THE SOUTH LINE OF SAID "TINDALL ESTATES" AND THE NORTH LINE OF AFOREMENTIONED "KANE ESTATES" 1,259.69 FEET TO THE SOUTHEAST CORNER OF SAID "TINDALL ESTATES" AND THE NORTHEAST CORNER OF PARCEL 'A', "KANE ESTATES", SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SW 103RD AVENUE AS RECORDED IN PLAT BOOK 92, PAGE 15, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°56'56" EAST ON SAID WEST RIGHT-OF-WAY LINE ALSO BEING THE EAST LINE OF PARCEL 'A', "KANE ESTATES" AND THE WEST LINE OF "COOPER CITY LAKE ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN SAID PLAT BOOK 92, PAGE 15, OF SAID PUBLIC RECORDS, 165.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COOPER CITY, BROWARD COUNTY, FLORIDA CONTAINING 207,845 SQUARE FEET (4.7715 ACRES).



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CHERYL FOLEY, KIM E. NIV, TERESA L. DURHAM, GLENN ARVANITIS, SUSAN L. REICH,  
GLORIA A. RICHARDS, JEFFREY W. REICH

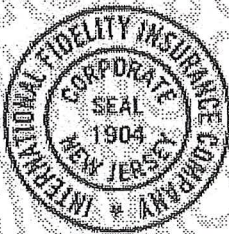
Maitland, FL.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY  
County of Essex

George R. James  
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

7th

day of

December, 2017

MARIA BRANCO, Assistant Secretary