



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
ATTACHMENT TO LAND DEVELOPMENT BOND

COPY Final

This Attachment sets forth essential terms to the Land Development Bond from Principal/ Developer:
Carolina Development Services, LLC to Mecklenburg County Land Use & Environmental Services Agency dated: **March 27, 2015**.

PROJECT NAME: **Huntley Glen Phase 1 Map 1**

1. AUTHORITY FOR LAND DEVELOPMENT BOND:

TOWN OF **Pineville**

☒ Subdivision

OR

☐ Commercial

☒ EROSION CONTROL ORDINANCE

☒ FLOODPLAIN ORDINANCE

☐ LAND DEVELOPMENT CODE

☐ NCDOT/MECKLENBURG DRIVEWAY PERMIT

☐ PLANNING ORDINANCE

☒ POST-CONSTRUCTION ORDINANCE

☐ STORM DRAINAGE REQUIREMENTS

☒ SUBDIVISION ORDINANCE

☐ SWIM ORDINANCE

☐ UNIFIED DEVELOPMENT ORDINANCE

☐ WATERSHED ORDINANCE

☒ ZONING ORDINANCE

☐ OTHER: _____

2. SECURITY FOR LAND DEVELOPMENT BOND: AMOUNT: **\$130,000.00**

☐ CHECK # <Check Number> (Made out to Mecklenburg County LUESA) CASH <Money Order Number>

☐ LETTER OF CREDIT issued by: <Financial Institution Name> LC# <Letter of Credit #>

☒ SURETY issued by NGM Insurance Company Surety # **S296837**

Deliver or Mail Address: Mecklenburg County LUESA, 700 North Tryon St. Charlotte NC 28202
Attn: Land Development Bond Administrator

3. PURPOSE OF LAND DEVELOPMENT BOND:

- ☒ To guarantee installation of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

1. Construction Infrastructure - 1 year
2. BMP Infrastructure (prior to as-built) - 1 year
3. BMP Infrastructure (prior to as-built for release of CO only) - 6 months

- ☐ To guarantee maintenance and repair of improvements for the Project as specified in the approved plans for the Project and in accordance with the applicable ordinance until Mecklenburg County and governing jurisdiction's final approval.

4. Subdivision Roadway Maintenance - 1 year from the date Town Board accepts streets.
Road Way Maintenance process and packet must be submitted to the applicable Town 60 days or greater prior to the bond expiration date.

5. BMP Maintenance - 1 year from the as-built approval date.
6. BMP Maintenance for Post Construction - 2 years from the as-built approval date.

GENERAL INFORMATION:

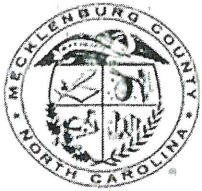
- The Mecklenburg County approved Letter of Credit wording must be used. All other will be reviewed by Mecklenburg County Attorney and all expenses incurred will be required by the applicant, payable to Mecklenburg County Land LUESA prior to acceptance of the bond.
- Bond Fee Schedule: Fees are subject to change.
 - \$370 New Land Development Bond Fee
 - \$370 Land Development Bond Renewal Fees - Payable every year after the 4th year
 - \$370 Land Development Bond Reduction
 - \$370 Replacement of Security of Land Development Bond
 - \$370 Release of a Land Development Bond Older than 4 years

Principal/Developer:

By: [Signature] (SEAL)

Print: David Cuthbertson

Title: Managing Member



MECKLENBURG COUNTY
LAND USE & ENVIRONMENTAL SERVICES AGENCY
LAND DEVELOPMENT BOND
FOR USE BY SURETY

Date of Issue: March 27, 2015

Bond Number: S296837

Obligee: Mecklenburg County Land Use & Environmental Services Agency
700 North Tryon Street Charlotte, NC 28202
Attn: Bond Administrator

<u>Carolina Development Services, LLC:</u>
<u>2627 Brekonridge Centre Drive:</u>
<u>Monroe, NC 28110:</u>
<u>704-774-1964:</u>

<u>NGM Insurance Company:</u>
<u>55 West Street:</u>
<u>Keene, NH 03431:</u>
<u>980-237-2728:</u>

Project: Huntley Glen Phase 1 Map 1.

Carolina Development Services, LLC, as Principal and Developer, and NGM Insurance Company, as Surety, are hereby firmly bound unto Mecklenburg County Land Use & Environmental Services Agency in the sum of (\$130,000.00) One Hundred Thirty Thousand and no/100 dollars for the payment of which the Principal and Surety hereby jointly and severally bind themselves, their respective heirs, administrators, successors and assigns.

This bond is made in accordance with the Ordinance and for the Purpose set forth in the Attachment hereto, which Attachment is incorporated herein by reference. This bond is in an amount determined by Mecklenburg County Land Use & Environmental Services Agency to be sufficient for the Purpose set forth in the Attachment.

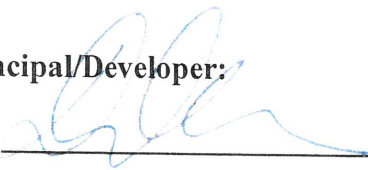
Now, therefore, the condition of this bond is such that if the Principal/Developer shall faithfully complete and/or maintain the specified improvements referred to in the Attachment and Mecklenburg County Land Use and Environmental Services Agency has caused an inspection to be made and has authorized in writing the release of this Surety Bond, then this bond shall be null and void and the Bond delivered to the County shall be returned to the Principal/Developer.

In the event that the Principal/Developer defaults under its obligation to install the improvements referred to herein within the time period specified, Surety agrees that it shall either (a) within fifteen (15) days after the determination of such default take over and complete the improvements referred to herein, or (b) pay to Mecklenburg County, in cash, the actual cost of completion. The cost of completion shall be reimbursement to Mecklenburg County for any and all expenses which may be incurred by Mecklenburg County after the default of the Developer in connection with the completion of the improvements by the Mecklenburg County, including but not limited to construction costs, engineering supervision costs, mobilization costs, and legal fees. Should the Surety not agree to the cost of completion, the same shall be fixed by Mecklenburg County taking bids as provided by law for the public contracts covering similar projects. The Surety shall, regardless of whether it completes the improvements itself or pays Mecklenburg County the actual costs of completion, reimburse Mecklenburg County for all reasonable expenses incurred by Mecklenburg County after default which would not have been incurred had the Principal not defaulted, including but not limited to any legal expenses incurred by Mecklenburg County in the enforcement of this Bond. Surety will make such payment to Mecklenburg County within ten (10) days after the total cost of completing the improvements shall have been determined. The Surety and Principal hereby stipulate and agree that no modifications, conditions, or omissions to the outlined executable actions herein referred to or any extension of time shall in any way affect the obligations of either Surety or Principal on this bond, unless mutually agreed upon in advance of the bond's term completion.

The Principal/Developer shall remain liable to the County for any and all additional costs and expenses incurred by the County in the event the funds from the Surety are insufficient to cover all costs of completion and/or maintenance of the improvements.

WITNESS our hands and seals this, the 27th day of March, 2015.

Principal/Developer:

By:  (SEAL)

Print: David Cuthbertson

Title: Managing Member

Surety:

By:  (SEAL)

Print: Diane Gibson

Title: Attorney-in-fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

06- 02960412

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Diane Gibson, Jill Clark, Larry Langevin**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

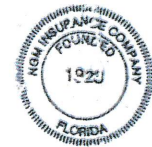
Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office 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, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 20th day of March, 2013.

NGM INSURANCE COMPANY By:

B. R. Fox

Bruce R Fox
Vice President, General
Counsel and Secretary

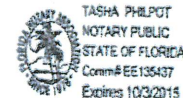


State of Florida,
County of Duval.

On this March 20th, 2013, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 20th day of March, 2013.

Tasha Philpot



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

27th day of March, 2015.

B. J. Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES AGENCY

BOND ESTIMATE



PROJECT NAME:	Huntley Glen - Phase 1		
Construction Plan EPM #:	338164	Plat EPM #:	350339
COMPANY:	DHG Charlotte Land, LLC		
AGENT:	Scott Twiddy		
PHONE NO. :	803-389-3387		
EMAIL:	stwiddy@carolina-development.com		
DATE:	2/6/15		
Bond Form Revision Date:	May 15, 2014		

UNLESS OTHERWISE SPECIFIED ALL BONDS ARE FOR THE BODY OF THE PLAT
ALL NEW SUBMITTED BONDS REQUIRED A SEPARATE \$370 ADMINISTRATION FEE

PLEASE ATTACH SEPARATELY A BREAKDOWN OF ALL QUANTITIES SUBMITTED ON ESTIMATE.

TOTAL FOR LETTER OF CREDIT OR CASH BOND (\$20,000.00 MIN.)				\$118,000.00
TOTAL SURETY BOND (\$22,000.00 MIN.)				\$130,000.00
Road Way Maintenance Bond	NO		\$	13,305.13
(\$10,000 + 5% of the total cost of pavement, stone base, curb, sidewalk, street trees & 30% of the total BMP's)				
BMP Maintenance Bond				\$10,000
Cornelius, Davidson Or Mint Hill	NO		\$	130,256.50
(Minimum Bond Amount, 150% of subtotal)				

SIGNATURE AND SEAL OF SUBMITTING ENGINEER

Seal Here.

I, Matthew G. Velkovich, A Registered Professional Engineer, do hereby certify that I have personally examined the work in place and have personally supervised the measurement thereof, and that the percentages of the items of work completed as expressed herein represent an accurate measure of the work completed to date on this project. This bond covers all the infrastructure improvements on the plat and or project referenced above. Engineer please sign in this box.

MECKLENBURG COUNTY

LAND USE AND ENVIRONMENTAL SERVICES AGENCY

STREETS:	LINEAR FEET:	WIDTH (FT):	UNIT COST (SF):	TOTAL:
8" Base Course			9.48 \$	-
8" Base Course			11.80 \$	-
10" Base Course Entrance			14.35 \$	-
1" Surface Course			5.50 \$	-
1.5" Surface Course			12.35 \$	-
1" Surface Course			5.50 \$	-
1.5" Surface Course			8.00 \$	-
1" Surface Course	976	24	5.50 \$	14,314.67
2" Surface Course			11.00 \$	-
2" Binder Course			11.00 \$	-
Full Depth Asphalt (Tons)			95.00 \$	-
Milling			8.50 \$	-
STREETS:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Concrete Monuments		Each	200.00 \$	-
Street Signs		Each	350.00 \$	-
Barricades		Each	1400.00 \$	-
Street Trees (40' O.C.)	49	Each	300.00 \$	14,700.00
Street Lights		Each	580.00 \$	-
Pavement Striping	No	<==Enter YES or NO		\$0.00
CURBING & SIDEWALK:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
1'-6" Standard Curb		LF	12.50 \$	-
2'-0" Standard Curb		LF	13.00 \$	-
2'-6" Standard Curb		LF	15.00 \$	-
2'-0" Rolled Curb		LF	13.00 \$	-
1'-6" Median Curb		LF	12.50 \$	-
3"x18" Vertical Curb		LF	10.00 \$	-
4' Wide Sidewalk		LF	15.00 \$	-
5' Wide Sidewalk		LF	19.00 \$	-
5' Wide Sidewalk	1952	LF	19.00 \$	37,088.00
Driveway Aprons (Each)		LF	1500.00 \$	-
Handicap Ramp		Each	800.00 \$	-
Repair Curb & Gutter		LF	20.00 \$	-
Replace Curb & Gutter		LF	26.00 \$	-
Replace 5' Sidewalk		LF	38.00 \$	-
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15"RCP	65	LF	25.00 \$	1,625.00
18"RCP		LF	30.00 \$	-
24"RCP	249	LF	40.00 \$	9,960.00
30"RCP		LF	50.00 \$	-
30"FES		LF	1020.00 \$	-
36"RCP		LF	65.00 \$	-
42"RCP		LF	80.00 \$	-
48"RCP		LF	95.00 \$	-
54"RCP		LF	155.00 \$	-
60"RCP		LF	215.00 \$	-
66"RCP		LF	216.00 \$	-
72"RCP		LF	270.00 \$	-

MECKLENBURG COUNTY

LAND USE AND ENVIRONMENTAL SERVICES AGENCY

DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" FES		Each	800.00	\$ -
18" FES		Each	900.00	\$ -
24" FES	1	Each	1400.00	\$ 1,400.00
30" FES		Each	1600.00	\$ -
36" FES		Each	2000.00	\$ -
42" FES		Each	2400.00	\$ -
48" FES		Each	3000.00	\$ -
54" FES		Each	4000.00	\$ -
60" FES		Each	5000.00	\$ -
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
15" Headwall		Each	900.00	\$ -
18" Headwall		Each	1000.00	\$ -
24" Headwall		Each	1500.00	\$ -
30" Headwall		Each	2000.00	\$ -
36" Headwall		Each	3500.00	\$ -
42" Headwall		Each	4500.00	\$ -
48" Headwall		Each	6000.00	\$ -
54" Headwall		Each	7000.00	\$ -
60" Headwall		Each	8000.00	\$ -
66" Headwall		Each	10000.00	\$ -
72" Headwall		Each	12000.00	\$ -
DRAINAGE:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Curb Inlet		Each	1750.00	\$ -
Yard Inlet (Grate)		Each	1500.00	\$ -
Double Curb Inlet		Each	3500.00	\$ -
Double Yard Inlet (Grate)		Each	3000.00	\$ -
Manhole (0'- 8' Deep)	3	Each	1750.00	\$ 5,250.00
EROSION CONTROL	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Silt Fence		LF	4.00	\$ -
Rip Rap		Ton	55.00	\$ -
Sediment Basins		Each	6000.00	\$ -
Inlet Protection		Each	100.00	\$ -
Construction Entrance		Each	3000.00	\$ -
Mulching		SY	0.35	\$ -
Seeding & Fertilizing		SY	0.75	\$ -
Sodding		SY	4.00	\$ -
Temporary Diversion Ditch		CY	5.00	\$ -
Miscellaneous:	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Clean out SD Structures		Each	500.00	\$ -
Point up SD Structures		Each	500.00	\$ -
Asbuilts	1	Each	2500.00	\$ 2,500.00
			\$	\$ -
			\$	\$ -

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES AGENCY

BMP / WATER QUALITY	QUANTITY:	UNIT:	UNIT COST:	TOTAL:
Dry Detention Basin		SF	7.00	\$ -
Wetpond		SF	10.75	\$ -
Sand Filter		SF	5.10	\$ -
Sand Filter Detention Basin		SF	3.00	\$ -
Bio-Retention / Raingarden		SF	17.50	\$ -
Asbuilts		Each	2500.00	\$ -
CONSTRUCTION BOND				
SUBTOTAL:				\$ 86,837.67
LEGAL FEES (\$5,000 MIN.)				\$8,684
CONTINGENCY (20%, MINIMUM \$10,000)				\$17,368
MOBILIZATION				\$5,000
TOTAL FOR LETTER OF CREDIT OR CASH BOND (\$20,000 MIN.)				\$117,889
10% ADDITIONAL LEGAL FEES FOR SURETY BONDS				\$11,789
TOTAL FOR SURETY BOND (\$22,000 MIN.)				\$129,678
BMP MAINTENANCE BOND				
30% OF BMP / WATER QUALITY SUBTOTAL:				\$ -
CONTINGENCY (MINIMUM \$10,000):				\$10,000
TOTAL FOR MAINTENANCE BOND:				\$10,000