

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Planning Department

Department contract file name (use effective date): Briar Chapel Phase 11 South_Planning_20240110

Project Code: Click here to enter text.

Contract type: Contract

Contracted Services/Goods: Financial Guarantee for Infrastructure

Contract Component: Payment and Performance Bond

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: NNP Briar Chapel, LLC

Effective Date: 01/10/2024

Approved by: County Manager

Date approved by the BOC: Click here to enter text.

Ending Date: 12/6/2025

Total Amount: Financial Guarantee - \$62,000.00

Please Return Contract to:

Name: Hunter Glenn

Email:

hunter.glenn@chathamcountync.gov

Special Instructions for Clerks

Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: *Jamie Sullivan* (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

NORTH CAROLINA

RESTATED CONTRACT

CHATHAM COUNTY

THIS RESTATED CONTRACT FOR SUBDIVISION IMPROVEMENTS (this “Restated Contract”) made and entered into this the 10th day of January, 2024, by and between NNP-Briar Chapel, LLC with a mailing address of 4020 Westchase Boulevard, Suite 150, Raleigh, North Carolina 27607 (the “Developer”) and Chatham County, a body politic and corporate of the State of North Carolina, with a mailing address of Post Office Box 54, Pittsboro, North Carolina 27312 (the “County”).

W I T N E S S E T H

WHEREAS, the Developer and the County entered into a series of prior contracts for subdivision improvements, the last of which was dated April 27, 2022, (all such prior contracts are hereinafter collectively referred to as the “Previous Contracts”) with respect to the satisfactory construction, installation and completion of all improvements (the “Improvements”) required by the County for a subdivision located in Chatham County, North Carolina known as Briar Chapel Phase 11 South (the “Subdivision”); and

WHEREAS, the contract dated April 27, 2022, provided the Developer would complete all County required Improvements on or before December 8, 2023 (the “Completion Date”); and

WHEREAS, the Developer has requested, and the County has agreed, that the Completion Date be extended to December 6, 2025; and

WHEREAS, the Developer has previously provided the County with a Performance Bond in the amount of \$62,000.00 to secure the satisfactory construction, installation, and completion of the Improvements in the Subdivision and should be renewed; and

NOW, THEREFORE, the Developer and the County agree as follows:

1. The Completion Date for the Improvements is extended to December 6, 2025.

Except as provided in this Restated Contract, all terms and conditions of the Previous Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

CHATHAM COUNTY

By: _____

Dan LaMontagne, County Manager

NNP-BRIAR CHAPEL, LLC

By: _____

Authorized Agent

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Officer

VERIFICATION CERTIFICATE FOR INDEFINITE TERM SURETY BOND

THIS IS TO CERTIFY that Bond No. PB03010402532, issued by Philadelphia Indemnity Insurance Company, dated this 8th Day of December, 2015, in the amount of Sixty Two Thousand Dollars and 00/100 Dollars (\$62,000.00), on behalf of NNP - Briar Chapel LLC (as Principal), and in favor of Chatham County (as Obligee) for Briar Chapel, Phase 11 South, covers a term which began on the 8th Day of December, 2015, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated* (enter below)

Philadelphia Indemnity Insurance Company

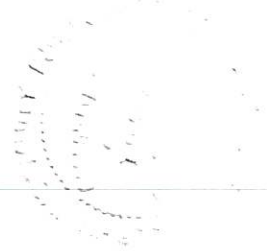
(Name of Surety)

BY:

Michelle Haase

Michelle Haase, Attorney-in-Fact

12/13/2023*



ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On December 13, 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

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

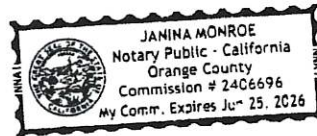
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

- _____
(Title)
- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

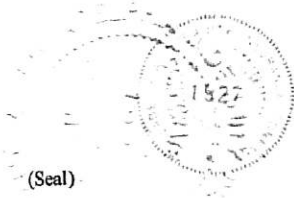
KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE, MARTHA BARRERAS AND RACHEL A. MULLEN OF LOCKTON COMPANIES, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



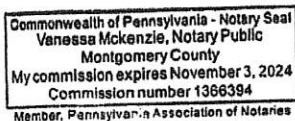
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa Mckenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of December, 2023.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ENGINEERS

SURVEYORS

PLANNERS

December 6, 2023

M&C 02735-0109

Hunter Glenn
Chatham County Planning
80-A East Street
Pittsboro, NC 27312-0130

RE: **Briar Chapel – Phase 11 South – RENEWAL-Financial Guarantee of Completion**

Mr. Glenn:

This letter for the bond renewal provides the remaining cost of public infrastructure improvements for submission of Financial Guarantee of Completion for Briar Chapel Phase 11 South.

The remaining item yet to be installed is the final 1-inch of asphalt on the portion of Wild Indigo Way in phase 11 South, Quarter Gate Trace, Old Spring Road and Woodland Grove Lane (dedicated in phase 11 South). The above improvements will be installed in accordance with the standard specifications and design guidelines of NCDOT and Chatham County.

The following is a breakdown of construction costs for remaining items:

| <u>Description</u> | <u>Quantity</u> | <u>Unit Cost</u> | <u>Subtotal</u> |
|--------------------|-----------------|------------------|-----------------|
| Final Paving | 6,200 | \$8.00/SY | \$49,600.00 |
| | | Subtotal | \$49,600.00 |

The amount of incomplete work is \$49,600.00 and the amount of the bond required, including Chatham County's required **25%** markup, will be **\$62,000.00**.

The undersigned certifies that the information provided herein is true and accurate to the best of his knowledge. If you have any question, please do not hesitate to give me a call at (919) 233 -8091.

Sincerely,
McKIM & CREED, INC.

Chris Seamster, PLA
Regional Manager



Ventura IV Building

1730 Varsity Drive

Raleigh, NC 27606

919.233.8091

Fax 919.233.8031

www.mckimcreed.com

