

PERFORMANCE BOND

Bond No. **CIC1919484**

KNOWN ALL MEN BY THESE PRESENTS, That we, **HFB LEGACY LANDINGS LLC**, as Principal, and **Capitol Indemnity Corporation**, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of **Four Hundred and Thirty One Thousand Nine Hundred Seventy Dollars (\$431,970.00)** Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the **Legacy Landings** platted subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as **Legacy Landings** subdivision in accordance with the Plans and LDC by **October 15, 2022** (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, shall have the right to resort to any and all legal remedies against the Principal and Surety, or

either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
4. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the Improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Capitol Indemnity Corporation
P.O. Box 5900
Madison, Wisconsin 53705-0900

The Principal at:

HFB LEGACY LANDINGS LLC
605 Commonwealth Ave
Orlando, Florida 32083

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 15th day of October, 2021.

[Signature]

Witness

ANDRES ARVELO

Printed Name

[Signature]

Witness

JASON LONAS

Printed Name

Sandra Moore

Witness

Sandra Moore

Printed Name

[Signature]

Witness

Roberta m Hann

Printed Name

PRINCIPAL:

HFB Legacy Landings, LLC

Name of Corporation

By: [Signature]

Steven Orosz, Co-President

Printed Name

Title:

(SEAL)

SURETY:

Capitol Indemnity Corporation

Name of Corporation

By: [Signature]

William J. Palmer, FL Resident Agent

Printed Name

Title: ATTORNEY IN FACT

(SEAL)

(attach power of attorney)



Initials [Signature]

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1919484

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----WILLIAM J. PALMER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

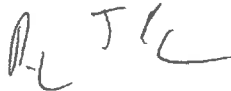
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power 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 or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

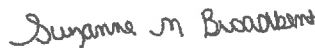
In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:



Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Suzanne M. Broadbent
Assistant Secretary



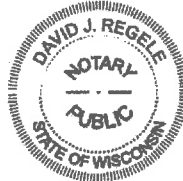
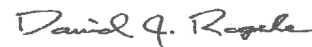
CAPITOL INDEMNITY CORPORATION



John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of October, 2021




Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

**SURETY BOND SEAL AND SIGNATURE ADDENDUM
PLATTE RIVER INSURANCE COMPANY – CAPITOL INDEMNITY CORPORATION**

Due to logistical issues associated with the use of raised seals and wet signatures during the COVID-19 pandemic, CapSpecialty and its writing companies Platte River Insurance Company and Capitol Indemnity Corporation have authorized their Attorneys-in-Fact to affix Platte River Insurance Company and/or Capitol Indemnity Corporation's electronic corporate seal and electronic Attorney-In-Fact signatures to any bond executed on behalf of Platte River Insurance Company and/or Capitol Indemnity Corporation by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Platte River Insurance Company and/or Capitol Indemnity Corporation by their Attorney-in-Fact, Platte River Insurance Company and/or Capitol Indemnity Corporation hereby agree that the seals below shall be deemed affixed to said bond to the same extent as if their raised corporate seal was physically affixed to the face of the bond. Additionally, Platte River Insurance Company and/or Capitol Indemnity Corporation authorize their Attorney-In-Fact to use electronic signatures to the same extent as if a wet signature was physically affixed to the face of the bond.

Dated this 20th day of March, 2020.

Platte River Insurance Company and Capitol Indemnity Corporation



By: 
John L. Sennott, Jr., Chief Executive Officer and President

IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF AN ELECTRONICALLY SEALED AND/OR SIGNED BOND, PLEASE CALL 860-494-4914 OR EMAIL SDRAKE@CAPSPECIALTY.COM. PLEASE REFERENCE THE BOND NUMBER IN ANY CORRESPONDENCE.



LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Project Coordinator

From: Michael Osborne, Inspector

Project Name: Legacy Landings

Project #: LDRES-2020-67

PCUMD Project #2020-40-20-0

DATE: 5/19/2022

The Inspector of Record has made a final review of the above mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.