

**PERFORMANCE BOND** Bond No. 4469896

KNOWN ALL MEN BY THESE PRESENTS, that We, D.R. Horton, Inc., as Principal, and SureTec Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of \_\_\_\_\_ and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), as Obligee, in the sum of One Million Four Hundred Ninety Five Thousand Nine Hundred Twenty Nine and 87/100 (\$1,495,929.87) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the 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 Danbury platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the 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 provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

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

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by April, 2024 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligees 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. In such case, the Obligors agree to pay all costs incurred by the Obligees, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

**The Surety at:**

SureTec Insurance Company  
2103 CityWest BLVD., Suite 1300  
Houston, TX 77042

**The Principal at:**

D.R. Horton, Inc.  
7835 Osceola Polk Line Road  
Davenport, FL 33896

**The Obligees 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]**

THIS BOND DATED THE 14th DAY OF September, 2023,  
(the date of issue by the Surety).

PRINCIPAL:

Tatiana Ross  
Witness

Tatiana Ross  
Printed Name

Cindy Horton  
Witness

Cindy Horton  
Printed Name

D.R. Horton, Inc.  
Name of Corporation

By: Timothy P. Hultgren

Timothy P. Hultgren  
Printed Name  
Title: vice president  
(SEAL)

PRINCIPAL

STATE OF Florida  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of September, 2023, by Timothy Hultgren as vice president (title of officer) of D.R. Horton (entity name), on behalf of the on behalf of the Principal, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

Abigail Talbot  
Notary Public  
Print Name Abigail Talbot  
My Commission Expires 2/25/27



**ABIGAIL TALBOT**  
Notary Public  
State of Florida  
Comm# HH353706  
Expires 2/25/2027

SURETY:

J Whitehead  
Witness

Jynell Whitehead  
Printed Name

Leslie Grimes  
Witness

Leslie Grimes  
Printed Name

SureTec Insurance Company  
Name of Corporation

By: J Whitehead

Noah William Pierce  
Printed Name  
Title: Attorney-In-Fact  
(SEAL)



(ATTACH POWER OF ATTORNEY)

STATE OF North Carolina  
COUNTY OF Rowan

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14th day of September 2023, ~~2020~~, by Noah William Pierce as Attorney-In-Fact (*title of officer*) of SureTec Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)



[Signature]  
Notary Public  
Print Name Bryan M Caneschi  
My Commission Expires 4/4/27

EXHIBIT A  
(Engineer's Cost Estimate)

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Catherine Thompson, Amy R. Waugh, Jyneil Marie Whitehead, Noah William Pierce, Bryan M. Caneschi,  
Gentry Stewart, Kyle Williams

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of September, 2023.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



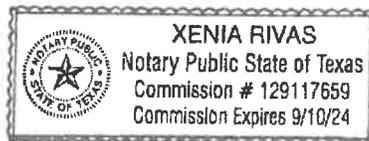
Markel Insurance Company

By: Lindsey Jennings  
Lindsey Jennings, Vice President

State of Texas  
County of Harris:

On this 1st day of September, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: Xenia Rivas  
Xenia Rivas, Notary Public  
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 14th day of September, 2023.

SureTec Insurance Company

By: M. Brent Beatty  
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: Andrew Marquis  
Andrew Marquis, Assistant Secretary

330 West Church Street  
PO Box 9005 • Drawer GM03  
Bartow, Florida 33831-9005



PHONE: 863-534-6792  
FAX: 863-534-6407  
[www.polk-county.net](http://www.polk-county.net)

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**LAND DEVELOPMENT DIVISION**

MEMORANDUM

**To:** Chrissy Irons, Development Coordinator II

**From:** Andrew Johnson, Inspector

**Project Name:** Danbury Townhomes (aka Danbury @ Ridgewood Lakes)

**Project #:** LDRES-2021-44

**DATE:** 1/7/2025

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.