

**RESIDENTIAL MAINTENANCE BOND** Bond No. 0641711

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois 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, as Obligee, in the sum of Ninety Nine Thousand One Hundred Eighteen & 87/100 (\$ 99,118.87) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, 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 Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed 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 Spirit Landings 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 Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

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

1. If the Principal shall warrant and indemnify for a period of One (1) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect") of the Improvements; and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee 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 Obligee, including attorney's fees and costs, 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. 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 to the addresses listed below:

**The Surety at:**

Harco National Insurance Company  
702 Oberlin Road  
Raleigh, NC 27605

**The Principal at:**

KB Home Orlando LLC  
9102 Southpark Center Loop, Suite 100  
Orlando, FL 32819

**The Obligee at:**

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

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 21st day of July, 2023.

PRINCIPAL:

Anthony Thomason  
Witness

Anthony Thomason  
Printed Name

CH Harvey  
Witness

Chad Harvey  
Printed Name

KB Home Orlando LLC  
Name of Corporation

By: James Makronsky

James Makronsky  
Printed Name

Title: VP of Finance  
(SEAL)

SURETY:

Martha Gonzales  
Witness

Martha Gonzales  
Printed Name

Michael Slack  
Witness

Michael Slack  
Printed Name

Harco National Insurance Company  
Name of Corporation

By: Brenda Wong

Brenda Wong  
Printed Name

Title: Attorney-in-Fact  
(SEAL)



(Attach power of attorney)

Initials Jan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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 Los Angeles

On July 21, 2023 before me, S. Evans, Notary Public, personally appeared Brenda Wong 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.

(seal)

Signature

S. Evans

S. Evans, Notary Public



Bond # 0641711

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM, JOAQUIN PEREZ**

Los Angeles, CA

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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior 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, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

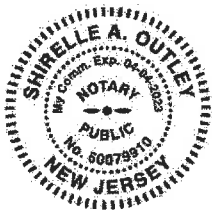
Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, 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 **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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.

Shirelle A. Outley  
a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE 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 on this day, 4/21/2023

Irene Martins, Assistant Secretary

A00846

# POULOS & BENNETT

Orlando Office  
2602 E. Livingston Street  
Orlando, Florida 32803

(407) 487-2594  
poulosandbennett.com

Jacksonville Office  
7563 Philips Hwy., Suite 303  
Jacksonville, Florida 32256

April 22, 2023

Rita Karacson, CPM, CPS  
Development Coordination Supervisor  
Polk County Land Development Division  
330 W. Church Street  
Bartow, Florida 33830

Subject: Spirit Landings  
PC Project No.: LDRES-2021-11  
Poulos & Bennett No.: 21-161


Dear Ms. Karacson:

Below is a summary of the construction costs for those improvements to be dedicated to Polk County associated with the above-referenced project. This document has been prepared based on pay applications received from the site contractor. An itemized cost breakdown is enclosed for your reference.

<b>I. Sanitary Sewer Collection / Transmission System:</b>	<b>\$ 186,562.60</b>
Includes gravity sewer main, manholes, laterals, and service	
<b>II. Potable Water Distribution System:</b>	<b>\$ 187,629.21</b>
Includes potable water main, valves, fittings, and services	
<b>IV. Storm/Drainage:</b>	<b>\$ 169,420.20</b>
Includes polypropylene pipe, curb inlets, manholes and end sections	
<b>V. Roadway:</b>	<b><u>\$ 447,576.66</u></b>
Includes asphalt, curbing, sidewalks, ramp and markings	
<b>TOTAL:</b>	<b>\$ 991,188.67</b>

Based on the total cost of \$991,188.67 shown above, a maintenance surety amount of \$99,118.87 (\$991,188.67 X 10%) is proposed. Your review and approval of the proposed maintenance surety amount is requested.

Sincerely,

  
Digitally signed by Stephen K  
Saha  
Date: 2023.04.22  
14:29:04 -0400  
Stephen K. Saha  
Poulos & Bennett, LLC  
P.E. No. 76903

Enclosure: Engineer's Opinion of Construction Cost

**Spirit Landings**  
**Polk County Opinion of Construction Cost (LDRES-2021-11)**  
**April 22, 2023**

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
<b>Sanitary Sewer</b>				
8" SDR 26 Pipe w/Type B Bedding	2,290	LF	\$ 33.93	\$ 77,699.70
48" Sanitary Manhole 0-6'	6	EA	\$ 4,201.79	\$ 25,210.74
48" Sanitary Manhole 8-10'	3	EA	\$ 5,283.97	\$ 15,851.91
48" Sanitary Manhole 10-12'	2	EA	\$ 5,838.17	\$ 11,676.34
Single Sanitary Service	9	EA	\$ 891.16	\$ 8,020.44
Double Sanitary Service	27	EA	\$ 1,781.61	\$ 48,103.47
<b>SUB-TOTAL</b>				<b>\$ 186,562.60</b>

<b>Water Main</b>				
6" Directional Bore	135	LF	\$ 84.56	\$ 11,415.60
6" DR18 Water Pipe	2,512	LF	\$ 32.63	\$ 81,966.56
6" Mechanical Joint Tee	6	EA	\$ 695.92	\$ 4,175.52
6" Mechanical Joint 90° Bend	5	EA	\$ 440.78	\$ 2,203.90
6" Mechanical Joint 45° Bend	19	EA	\$ 409.28	\$ 7,776.32
6" Mechanical Joint 22.5° Bend	7	EA	\$ 396.98	\$ 2,778.86
6" Mechanical Joint 11.25° Bend	6	EA	\$ 403.13	\$ 2,418.78
6" Mechanical Joint Gate Valve w/box/tag	7	EA	\$ 1,527.30	\$ 10,691.10
Fire Hydrant Assembly	4	EA	\$ 6,198.23	\$ 24,792.92
Single Water Service	13	EA	\$ 787.75	\$ 10,240.75
Double Water Service	25	EA	\$ 1,623.38	\$ 40,584.50
<b>SUB-TOTAL</b>				<b>\$ 187,629.21</b>

<b>Drainage</b>				
18" Core Connect To Existing Inlet	1	EA	\$ 5,731.97	\$ 5,731.97
15" Core Connect To Existing Inlet	1	EA	\$ 5,368.06	\$ 5,368.06
18" RCP Storm Pipe	102	LF	\$ 63.02	\$ 6,428.04
15" RCP Storm Pipe	856	LF	\$ 52.13	\$ 44,623.28
24" HP Storm Pipe	148	LF	\$ 82.76	\$ 12,248.48
18" HP Storm Pipe	485	LF	\$ 59.49	\$ 28,852.65
15" HP Storm Pipe	162	LF	\$ 51.38	\$ 8,323.56
15" RCP Mitered End Section	1	EA	\$ 1,569.03	\$ 1,569.03
24" HP Mitered End Section	1	EA	\$ 1,070.48	\$ 1,070.48
18" HP Mitered End Section	1	EA	\$ 880.88	\$ 880.88
Rip Rap @ Mitered End Section	200	SF	\$ 14.50	\$ 2,900.00
Type P-5 Curb Inlet	6	EA	\$ 3,529.89	\$ 21,179.34
Type P-6 Curb Inlet	2	EA	\$ 4,443.91	\$ 8,887.82
Type P Storm Manhole	3	EA	\$ 2,789.94	\$ 8,369.82
Type C Inlet	5	EA	\$ 1,770.80	\$ 8,854.00
Type C Control Structure	1	EA	\$ 4,132.79	\$ 4,132.79
<b>SUB-TOTAL</b>				<b>\$ 169,420.20</b>

<b>Paving - Onsite</b>				
8" Stabilized Subgrade (LBR 40)	7,154	SY	\$ 6.21	\$ 44,426.34
6" Limerock Base	5,659	SY	\$ 13.74	\$ 77,754.66

**Spirit Landings**  
**Polk County Opinion of Construction Cost (LDRES-2021-11)**  
**April 22, 2023**

DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1.5" SP 9.5 Asphalt Pavement (Virgin Mix)	5,659	SY	\$ 14.68	\$ 83,074.12
STRIPING & SIGNAGE	1	LS	\$ 14,432.46	\$ 14,432.46
<b>SUB-TOTAL</b>				<b>\$ 219,687.58</b>

**Paving - Offsite**

8" Stabilized Shoulder	1,024	SY	\$ 14.00	\$ 14,336.00
12" Stabilized Subgrade	720	SY	\$ 14.23	\$ 10,245.60
8" Limerock Base	679	SY	\$ 14.15	\$ 9,607.85
2" SP 9.5 Asphalt Pavement (Virgin Mix)	679	SY	\$ 19.57	\$ 13,288.03
<b>SUB-TOTAL</b>				<b>\$ 47,477.48</b>

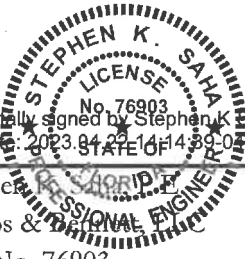
**Concrete**

Miami Curb	4,441	LF	\$ 14.56	\$ 64,660.96
Valley Curb	164	LF	\$ 25.84	\$ 4,237.76
5' Concrete Sidewalk (Onsite Common Areas)	346	LF	\$ 23.66	\$ 8,186.36
5' ADA Handicap Ramp (Onsite Common Area)	6	EA	\$ 1,091.73	\$ 6,550.38
5' Concrete Sidewalk (ROW)	3,998	LF	\$ 23.66	\$ 94,592.68
5' ADA Handicap Ramp (ROW)	2	EA	\$ 1,091.73	\$ 2,183.46
<b>SUB-TOTAL</b>				<b>\$ 180,411.60</b>

**Total Polk County Improvements \$ 991,188.67**  
**10% of Total Polk County Improvements \$ 99,118.87**

Digitally signed by Stephen K. Saha  
 Date: 2023.04.22 14:39:00 -04'

Stephen Poulos & Associates, P.A. Date  
 P.E. No. 76903



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, Project Coordinator II

**From:** David Stageberg, Inspector

**Project Name:** Spirit Landings

**Project #:** LDRES-2021-11

**DATE:** 7/19/2023

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.