

COMMERCIAL MAINTENANCE BOND

Bond No. 0270992

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE 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 Six Hundred Six Thousand Eight Hundred Ninety and 09/100 (\$ 606,890.09) 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 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 accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the Fox Branch Off-Site Improvements as 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"); 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.

Initials

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:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

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.

Initials 

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 19th day of August, 2025.

B Branson

Witness

B Branson

Printed Name

[Signature]

Witness

Joshua Travis

Printed Name

[Signature]

Witness

Bryan Caneschi

Printed Name

[Signature]

Witness

Jynell Whitehead

Printed Name

PRINCIPAL:

Forestar (USA) Real Estate Group Inc.

Name of Corporation

By: [Signature]

Alex Madison

Printed Name

Title: Division President
(SEAL)

SURETY:

Berkley Insurance Company

Name of Corporation

By: [Signature]

Noah William Pierce

Printed Name

Title: Attorney-in-Fact

(SEAL)



(Attached to the bond by attorney)

Initials [Signature]

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Noah William Pierce or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Tampa, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 28th day of November, 2023.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 19th day of August, 2025.

Vincent P. Forte
Vincent P. Forte



Polk County

Maintenance Bond - Schedule of Values

Date: 6/9/2025

Rev'd Date:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Asphalt & Base				\$688,268.02
12" Stabilized Subgrade	SY	9516.000	\$22.19	\$211,160.04
8" Crushed Concrete Base	SY	8494.000	\$29.59	\$251,337.46
2" SP-9.5 Asphalt (FDOT - 40% RAP)	SY	8494.000	\$26.58	\$225,770.52
Roadway Restoration				\$148,413.41
Open Cut & Repair Road (140 SY 2" ACSC & Flowable 1510 Mill & Resurface)	LS	1.000	\$120,109.89	\$120,109.89
Open Cut & Repair Sidewalk (11 5LFx5 4" swk)	LS	1.000	\$7,347.72	\$7,347.72
Open Cut & Repair Conc Apron (510 SF x 6")	LS	1.000	\$8,100.02	\$8,100.02
Bahia Sod - Disturbed RW	SY	3401.000	\$3.78	\$12,855.78
Pavement Markings & Signage				\$68,991.62
Pavemant Markings & Signage	LS	1.000	\$68,991.62	\$68,991.62
Concrete				\$637,595.87
F Curb	LF	2923.000	\$47.96	\$140,187.08
3' Valley Curb	LF	217.000	\$64.59	\$14,016.03
6" Concrete Aprons	SF	2568.000	\$12.91	\$33,152.88
4' CIP Gravity Wall (Scheme II)	LF	1398.000	\$322.06	\$450,239.88
Guardrail				\$120,699.12
Guardrail (FDOT Index 536-001)End Anchors	LF	1393.000	\$81.84	\$114,003.12
End Anchors Approach	EA	1.000	\$3,888.00	\$3,888.00
End Anchors Approach	EA	1.000	\$2,808.00	\$2,808.00

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Storm System				\$771,236.63
24" X 38" ERCP Storm Pipe	LF	132.000	\$253.07	\$33,405.24
19" X 30" ERCP Storm Pipe	LF	490.000	\$178.96	\$87,690.40
14" X 23" ERCP Storm Pipe	LF	330.000	\$122.32	\$40,365.60
30" RCP Storm Pipe	LF	127.000	\$181.18	\$23,009.86
24" RCP Storm Pipe	LF	80.000	\$125.89	\$10,071.20
18" RCP Storm Pipe	LF	1871.000	\$88.47	\$165,527.37
24" X 38" ERCP Mitered End Section	EA	2.000	\$5,976.44	\$11,952.88
19" X 30" ERCP Mitered End Section	EA	6.000	\$4,445.74	\$26,674.44
14" X 23" ERCP Mitered End Section	EA	6.000	\$3,730.80	\$22,384.80
30" RCP Mitered End Section	EA	1.000	\$6,921.03	\$6,921.03
24" RCP Mitered End Section	EA	3.000	\$4,445.74	\$13,337.22
18" RCP Mitered End Section	EA	21.000	\$3,808.34	\$79,975.14
Type C Inlet	EA	2.000	\$7,107.97	\$14,215.94
Type D Control Structure	EA	2.000	\$10,750.08	\$21,500.16
Type P-6 Curb Inlet	EA	16.000	\$8,623.03	\$137,968.48
Type P Storm Manhole	EA	3.000	\$7,670.42	\$23,011.26
24" X 38" Double Headwall	EA	1.000	\$5,074.56	\$5,074.56
19" X 30" Double Headwall	EA	3.000	\$4,210.32	\$12,630.96
14" X 23" Single Headwall	EA	1.000	\$3,504.75	\$3,504.75
12" PVC Syorm Pipe	LF	71.000	\$71.17	\$5,053.07
12" Yard Drain	EA	2.000	\$2,566.97	\$5,133.94
Storm Manhole - 12' Depth	EA	1.000	\$11,841.76	\$11,841.76
CIP 24" X 38" ERCP Double Endwall	EA	1.000	\$9,986.57	\$9,986.57
Forcemain				\$776,932.22
24" Lateral Connect	EA	1.000	\$7,507.44	\$7,507.44
8" DR18 Force Main Green Pipe	LF	2271.000	\$62.75	\$142,505.25
Misc Fittings	LS	1.000	\$68,840.21	\$68,840.21
8" MJ Gate Valve W/Box/Tag	EA	10.000	\$3,410.38	\$34,103.80
ARV Valve/Box/Tag W/Vault	EA	9.000	\$13,473.36	\$121,260.24
10" Directional Bore	LF	4334.000	\$92.92	\$402,715.28



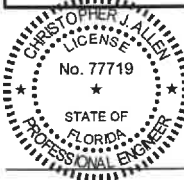
Polk County

Date: 6/9/2025

Maintenance Bond - Schedule of Values

Rev'd Date:

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Potable Water				\$1,329,150.91
12" Lateral Connect	EA	1.000	\$1,612.49	\$1,612.49
12" DR18 Water Main	LF	1737.000	\$96.85	\$168,228.45
Misc Fittings	LS	1.000	\$67,917.06	\$67,917.06
12" MJ Gate Valve W/Box/Tag	EA	10.000	\$5,295.97	\$52,959.70
ARV Valve W/Vault	EA	8.000	\$13,124.45	\$104,995.60
12" DIP Water Main	LF	311.000	\$127.62	\$39,689.82
16" Directional Bore	LF	3983.000	\$218.59	\$870,643.97
Fire Hydrant Assembly	EA	2.000	\$9,157.22	\$18,314.44
Sample Point	EA	3.000	\$1,596.46	\$4,789.38
Reclaim Water				\$1,476,186.23
12" Lateral Connect	EA	1.000	\$1,713.93	\$1,713.93
12" DR18 Reclaimed Water Pipe	LF	2360.000	\$100.10	\$236,236.00
Misc Fittings	LS	1.000	\$112,925.41	\$112,925.41
12" MJ Gate Valve W/Box/Tag	EA	10.000	\$5,938.46	\$59,384.60
ARV Valve W/Vault	EA	9.000	\$13,124.45	\$118,120.05
16" Directional Bore	LF	4336.000	\$218.59	\$947,806.24
SOD & Hydrograss				\$51,426.90
Bahia Sod - Pond Side Slopes	SY	13605.000	\$3.78	\$51,426.90
TOTAL				\$ 6,068,900.93
POLK COUNTY MAINTENANCE BOND @ 10%				\$ 606,890.09



Allen
Reason: This item has been digitally signed and sealed by Christopher J. Allen PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2025.06.19 09:26:52-04'00'

Christopher J Allen, P.E.

Florida Registration No. 77719

Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

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

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II
From: Marty Waring, Inspector
Project Name: Fox Branch Off-Site Improvements
Project #: LDNON-2021-132
DATE: 9/12/2026

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.