

COMMERCIAL PERFORMANCE BOND

Bond No. 0266203

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 Florida 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 aggregate sum of Two Million Eight Thousand Five Hundred Eighty Two and 98/100 Dollars (\$2,008,582.98) Dollars (hereinafter the "Total Penal Sum"), 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, 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"), for the Hawthorne Ranch Peachleaf Medulla Extension project located at E w e l l R d & P e a c h l e a f (the "Project"), 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, 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 provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by October 21, 2026, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, 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. The Surety further agrees that 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 forthwith 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. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

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 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. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal:

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

The Obligee:

Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. 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 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 Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 13th DAY OF March, 2025.
(the date of issue by the Surety).

PRINCIPAL:

Egy Bx
Witness

Esperanza Maxon
Printed Name

Anthony Granatell
Witness

Anthony Thomasen
Printed Name

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By: Alex Madison

Alex Madison
Printed Name

Title: Division President
(SEAL)

SURETY:

Bryan Caneschi
Witness

Bryan Caneschi
Printed Name

Julia David
Witness

Julia David
Printed Name

Berkley Insurance Company
Name of Corporation

By: Thak Wutt

Noah William Pierce
Attorney-In-Fact



(Attach power of attorney)

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 is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 13th day of March, 2025.

Vincent P. Forte
 Vincent P. Forte

DEWBERRY
OPINION OF PROBABLE COST

Peachleaf Medulla Extension - Off Site Improvements
Opinion of Probable Cost
Polk County LDROW-2023-24



Date: 3/3/2025

DESCRIPTION	QTY	UNIT	UNIT COST	Total Cost
OFFSITE IMPROVEMENTS				
Earthwork	1	LS	\$60,200.70	\$60,200.70
MOT / Traffic Control	1	LS	\$20,549.35	\$20,549.35
Type II Single Row Silt Fence	588	LF	\$1.71	\$1,005.48
Type II Double Row Silt Fence	2,003	LF	\$3.42	\$6,850.26
Offsite Striping & Signage: (1) R1-1 Stop Sign, 6" Double Yellow Thermoplastic Stripe (3900 FT), 6" White Thermoplastic Stripe (5,700 FT), 18" Yellow Stripe (425 FT), 18" White Thermoplastic Stripe (60 FT), Directional Arrows (5 EA), RPM's F&I (489 EA), Temp. Paint (1 LS)	1	LS	\$67,476.80	\$67,476.80
Sawcut & Demo Existing Asphalt	1	LS	\$26,874.44	\$26,874.44
TOTAL OFFSITE IMPROVEMENTS				\$182,957.03
OFFSITE ASPHALT & BASE				
2" SP-9.5 Asphalt Pavement @ 12' Turn Lane (Two Lifts)	2,417	SY	\$26.11	\$63,107.87
2" SP-9.5 Asphalt Pavement @ 12' Drive Lane (Two Lifts)	4,847	SY	\$24.91	\$120,738.77
1.5" SP-9.5 @ 4' Pavement Shoulder	1,195	SY	\$21.09	\$25,202.55
8" Limerock Base (LBR 100) For 12' Turn Lane	2,417	SY	\$19.98	\$48,291.66
8" Limerock Base (LBR 100) For 12' Drive Lane	4,847	SY	\$19.94	\$96,649.18
6" Limerock Base (LBR 100) @ 4' Pavement Shoulder	1,195	SY	\$14.95	\$17,865.25
Stabilized Subgrade (LBR >40)	8,568	SY	\$20.39	\$174,701.52
1" Type SP 9.5 Asphalt Mill And Resurface	4,705	SY	\$11.80	\$55,519.00
TOTAL OFFSITE ASPHALT & BASE				\$602,075.80
OFFSITE CONCRETE				
Type F Concrete Curb	978	LF	\$23.11	\$22,601.58
5' Concrete Sidewalk 4" Thick	2631	LF	\$39.08	\$102,819.48
TOTAL OFFSITE CONCRETE				\$125,421.06
OFFSITE STORM				
14" X 23" ERCP Storm Pipe	127	LF	\$111.03	\$14,100.81
18" HDPE Storm Pipe	6	LF	\$66.45	\$398.70
15" RCP Storm Pipe	46	LF	\$70.03	\$3,221.38
Straight Endwall 18" HDPE Pipe	1	EA	\$4,203.98	\$4,203.98
14" X 23" ERCP Mitered End Section	2	EA	\$4,477.87	\$8,955.74
15" RCP Mitered End Section	2	EA	\$3,547.22	\$7,094.44
Light Clean & Video	1	LS	\$887.92	\$887.92
TOTAL OFFSITE STORM				\$38,862.97
OFFSITE WATER - CITY OF LAKE LAND				
10" Directional Bore	1,627	LF	\$79.18	\$128,825.86
8" DR18 Water Pipe	1,124	LF	\$48.89	\$54,952.36
8" MJ Tee	1	EA	\$980.01	\$980.01
8" MJ Cap	1	EA	\$506.11	\$506.11
8" MJ Gate Valve W/Box/Tag	2	EA	\$2,709.08	\$5,418.16
Fire Hydrant Assembly	1	EA	\$11,033.15	\$11,033.15
2" Blowoff Assembly	1	EA	\$1,726.36	\$1,726.36
Air Release Valve	1	EA	\$1,969.39	\$1,969.39
Testing And Bactees	1	LS	\$2,159.02	\$2,159.02
Watermain Line Stop (8")	1	EA	\$7,773.86	\$7,773.86
Sample Point	1	EA	\$10,345.77	\$10,345.77
TOTAL POLK COUNTY COST				\$225,690.05

DEWBERRY
OPINION OF PROBABLE COST

Peachleaf Medulla Extension - Off Site Improvements
Opinion of Probable Cost
Polk County LDROW-2023-24



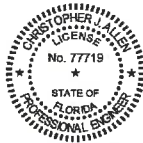
Date: 3/3/2025

DESCRIPTION	QTY	UNIT	UNIT COST	Total Cost
OFFSITE WATER - POLK COUNTY				
8" DR18 Water Pipe	1,538	LF	\$48.89	\$75,192.82
8" MJ 45 Bend	4	EA	\$68.73	\$0.00
8" MJ Gate Valve W/Box/Tag	1	EA	\$2,709.08	\$2,709.08
Fire Hydrant Assembly	1	EA	\$11,033.15	\$11,033.15
Testing And Bactees	1	LS	\$2,159.02	\$2,159.02
Watermain Line Stop (12")	2	EA	\$13,500.00	\$27,000.00
Demo Existing PVC	1,319	LF	\$20.02	\$26,406.38
TOTAL POLK COUNTY COST				\$144,500.45

			TOTAL OFFSITE WATER	\$526,572.92
OFFSITE GRASSING				
Bahia Sod - Swale	4,237	SY	\$3.49	\$14,787.13
Bahia Sod - Common Areas	9,333	SY	\$3.49	\$32,572.17
			TOTAL OFFSITE GRASSING	\$47,359.30
WETLAND PROTECTION SIGNS				
Striping and Signage-Conservation Protection Signs	700	EA	\$226.05	\$158,235.00
			TOTAL WETLAND PROTECTION SIGNS	\$158,235.00
TOTAL				\$1,825,984.53
POLK COUNTY PERFORMANCE SURETY @ 110%				\$2,008,582.98

Notes:

1. Does not include any building or vertical construction improvements.
2. Does not include electrical distribution, soft utility or autoamous vehicle conduit systems.
3. Does not include hazard materials removal or extensive subsurface remediation.



Digitally signed by Christopher J 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: 2025.03.03 14:14:22-0500'

Christopher J. Allen
Florida Registration No. 77719
Dewberry Engineers Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803

Date