

**COMMERCIAL MAINTENANCE BOND**

Bond No. SU 1196179

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Arch Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of MO 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 One Hundred Thirty One Thousand Six Hundred Three and 46/100 (\$ 131,603.46 ) 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 Harmony on Lake Eloise Phase 1 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:**

Arch Insurance Company  
Harborside 3, 210 Hudson Street, Suite 300  
Jersey City, NJ 07311

**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.

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Initials 

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 11th day of August, 2023.

PRINCIPAL:

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

By: Chris Tyler

Chris Tyler - President  
Printed Name

Title:  
(SEAL)

SURETY:

Arch Insurance Company  
Name of Corporation

By: Mark Wolff

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



(Attach power of attorney)

[Signature]  
Witness

Alex Madison  
Printed Name

[Signature]  
Witness

Roger Van Auken  
Printed Name

[Signature]  
Witness

Bryan Caneschi  
Printed Name

Leslie Grimes  
Witness

Leslie Grimes  
Printed Name

Initials CH

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy R. Waugh, Bryan M. Caneschi, Catherine Thompson, Jynell Whitehead, Noah William Pierce and Rebecca E. Cano of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of December, 2022.

Attested and Certified

Handwritten signature of Regan A. Shulman, Secretary

Regan A. Shulman, Secretary



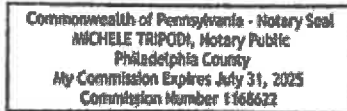
Arch Insurance Company

Handwritten signature of Stephen C. Ruschak, Executive Vice President

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Handwritten signature of Michele Tripodi, Notary Public

Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 21, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11th day of August, 20 23.

Handwritten signature of Regan A. Shulman, Secretary

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

PROJECT NAME: Harmony at Lake Eloise Phase 1  
 Polk County  
 Maintenance Cost Estimate



Date: 7/17/2023

ITEM NO.	ITEM DESCRIPTION	UNIT	ENGINEER'S EST. QTY	UNIT COST	Amount
<b>CONSTRUCTION</b>					
<b>Earthwork, Roadway &amp; Storm</b>					
1	ASPHALT 1.50"	SY	6870	\$ 10.56	\$ 72,547.20
2	LIMEROCK 8"	SY	6870	\$ 20.67	\$ 142,002.90
3	STABILIZER 12"	SY	8580	\$ 5.38	\$ 46,160.40
4	TYPE F CURB	LF	2620	\$ 23.67	\$ 62,025.70
5	MEDIAN CURB	LF	2320	\$ 26.42	\$ 57,595.60
6	MEDIAN CURB (LOOP)	LF	812	\$ 20.21	\$ 16,407.50
7	3' VALLEY GUTTER	LF	160	\$ 26.41	\$ 2,244.85
8	6' SIDEWALK 4" THICK	LF	1290	\$ 34.92	\$ 38,019.30
	8' SIDEWALK 4" THICK	LF	1123	\$ 37.55	\$ 42,168.65
9	10' SIDEWALK 4" THICK	LF	24	\$ 59.36	\$ 1,424.70
10	6' WHEEL CHAIR RAMP	EA	2	\$ 1,592.87	\$ 3,185.74
11	8' WHEEL CHAIR RAMP	EA	6	\$ 1,736.88	\$ 10,420.08
12	10' WHEEL CHAIR RAMP	EA	1	\$ 3,418.84	\$ 3,418.84
13	SIGNS-PAVEMENT MARKINGS	LS	1	\$ 26,077.50	\$ 30,868.20
14	R/W GRADING	SY	6900	\$ 0.75	\$ 5,985.00
15	R/W SOD	SY	6900	\$ 2.81	\$ 22,423.80
16	ASPHALT 2.0" (LOOP)	SY	620	\$ 95.53	\$ 59,228.40
17	LIMEROCK 12" FULL DEPTH	SY	620	\$ 23.22	\$ 14,398.90
18	LIMEROCK 14" FULL DEPTH (LOOP)	SY	640	\$ 165.60	\$ 105,982.15
19	TYPE D CURB	LF	234	\$ 43.90	\$ 10,273.70
20	TYPE F CURB (LOOP)	LF	560	\$ 26.42	\$ 14,793.20
21	TYPE A CURB (LOOP)	LF	812	\$ 18.63	\$ 15,130.80
22	8' SIDEWALK 4" THICK (LOOP)	LF	1047	\$ 37.56	\$ 39,328.35
23	10' SIDEWALK 4" THICK (LOOP)	LF	74	\$ 59.07	\$ 4,371.25
24	8' WHEEL CHAIR RAMP (LOOP)	EA	6	\$ 1,390.29	\$ 8,341.72
25	10' WHEEL CHAIR RAMP (LOOP)	EA	2	\$ 2,679.57	\$ 5,359.14
26	SIGNS-PAVEMENT MARKINGS (LOOP)	LS	1	\$ 8,448.60	\$ 13,058.34
27	15" RCP	LF	128	\$ 46.23	\$ 5,917.44
28	18" RCP	LF	752	\$ 54.53	\$ 30,100.56
29	24" RCP	LF	368	\$ 70.57	\$ 38,798.80
30	14" X 23" ERCP	LF	112	\$ 60.81	\$ 50,352.64
31	19" X 30" ERCP	LF	264	\$ 87.69	\$ 55,135.92
32	STORM MANHOLE	EA	6	\$ 3,033.41	\$ 18,200.43
33	19" X 30" MES	EA	1	\$ 2,276.49	\$ 2,276.49
34	P-3 INLET	EA	6	\$ 6,027.20	\$ 36,163.20
35	P-5 INLET	EA	2	\$ 10,144.96	\$ 20,289.92
36	P-6 INLET	EA	1	\$ 10,144.97	\$ 10,144.97
37	CONC FLUME	EA	3	\$ 3,016.73	\$ 9,050.20
38	TYPE C INLET	EA	2	\$ 3,487.87	\$ 3,595.58
39	TYPE D INLET	EA	1	\$ 5,530.74	\$ 5,530.74
40	TYPE C INLET W/ J-BOTTOM	EA	1	\$ 18,772.48	\$ 18,772.48
41	CLEAN STORM	LF	1624	\$ 2.76	\$ 5,567.60
42	STORM INSPECTION	EA	1624	\$ 2.28	\$ 4,596.48
43	WELL POINTS	LF	1624	\$ 12.27	\$ 20,515.44
44	STAMPED CONCRETE 12" (BASIC RED)	SY	323	\$ 328.97	\$ 106,182.80
45	R/W SOD	LF	4277	\$ 6.47	\$ 27,678.50
	<b>Earthworks Subtotal</b>				<b>\$ 1,316,034.60</b>
<b>Grand Total</b>					<b>\$1,316,034.60</b>
<b>Maintenance Bond @ 10%</b>					<b>\$131,603.46</b>



Allen PE on the date adjacent to this seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Christopher Allen  
 Lic #: 77719  
[Callen@dewberry.com](mailto:Callen@dewberry.com)  
 321.354.9739

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**LAND DEVELOPMENT DIVISION**

MEMORANDUM

**To:** Lyndsay Rathke, Project Coordinator

**From:** RK&K, Inspector

**Project Name:** Harmony on Lake Eloise Phase 1

**Project #:** LDNON-2021-105

**DATE:** 10/11/2023

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.