

**PERFORMANCE BOND** Bond No. SU 1204524

KNOWN ALL MEN BY THESE PRESENTS, that We, COTTONWOOD 27 DEVELOPMENT, LLC, as Principal, and Arch Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Missouri 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 Four Hundred Five Thousand Nine Hundred Eighty-Four and 21/100 (\$405,984.21---- ) 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 Cottonwood (LDNON-2023-67) 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 December 1, 2026 (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 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. 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:**

Arch Insurance Company  
Harborside 3, 210 Hudson St., Suite 600  
Jersey City, NJ 07311-1107

**The Principal at:**

COTTONWOOD 27 DEVELOPMENT, LLC  
5555 S Kirkman Rd., Ste 201  
Orlando, FL 32819-7933

**The Obligee 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 1st DAY OF December, 2025,  
(the date of issue by the Surety).

PRINCIPAL:

Anne Khatib  
Witness

Anne Khatib  
Printed Name

Holiday  
Witness

Marcarmen Figueroa  
Printed Name

COTTONWOOD 27 DEVELOPMENT, LLC  
Name of Corporation

By: Randy Hodge

Randy Hodge  
Printed Name  
Title: VICE PRESIDENT  
(SEAL)

PRINCIPAL

STATE OF FL  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of December, 2025, by Randy Hodge as VP (title of officer) of Cottonwood 27 Development, LLC (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)



Paige Thorson  
Notary Public  
Print Name \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SURETY:

Rita Lazarides

Witness

Rita Lazarides

Printed Name

Debbie Pedemonti

Witness

Debbie Pedemonti

Printed Name

Arch Insurance Company

Name of Corporation

By:

Jeffrey W. Reich

Jeffrey W. Reich\*

Printed Name

Title: \*Attorney-In-Fact & FL Licensed Resident Agent (407) 786-7770  
(SEAL)

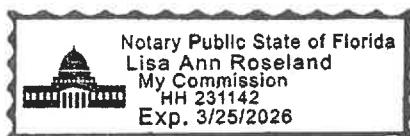
(ATTACH POWER OF ATTORNEY)



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 1st day of December, 2025, by Jeffrey W. Reich as  
Attorney-In-Fact (title of officer) of Arch Insurance Company (entity name), on behalf of the on  
behalf of the Surety, who  is personally known to me or  has produced  
N/A as identification.

(AFFIX NOTARY SEAL)



Lisa Ann Roseland

Notary Public  
Print Name Lisa Ann Roseland  
My Commission Expires 03/25/2026

EXHIBIT A  
(Engineer's Cost Estimate)

**Engineer's Probable Cost Estimate**

**Cottonwood Onsite Improvements (LDNON-2023-67) - Performance Bond  
Polk County, Florida**

ITEM NUMBER	LINE ITEM	QTY	UNIT	UNIT PRICE	PERCENT COMPLETE	REMAINING COST
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	TRAFFIC CONTROL (ALLOWANCE)	1	LS	\$ 11,000.00	75%	\$2,750.00
	GEOTECHNICAL TESTING	1	LS	\$ 23,000.00	95%	\$1,150.00
	SURVEY & AS-BUILTS	1	LS	\$ 34,000.00	75%	\$8,500.00
	MOBILIZATION	1	LS	\$ 25,200.00	95%	\$1,260.00
	CONSTRUCTION ENTRANCE (INC. MAINTENANCE)	2	EA	\$ 6,050.00	100%	\$0.00
	SILT FENCE (INC. MAINTENANCE)	3610	LF	\$ 3.00	90%	\$1,083.00
	NPDES PERMIT & COMPLIANCE	1	LS	\$ 9,000.00	90%	\$900.00
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<b>Earthwork</b>						
	CLEAR, GRUB AND DISK SITE	12.74	AC	\$ 7,700.00	100%	\$0.00
	DEWATERING	1	LS	\$ 14,400.00	95%	\$720.00
	BALANCE SITE (CUT TO FILL)	1270	CY	\$ 11.00	100%	\$0.00
	POND EXCAVATION (CUT TO FILL)	14500	CY	\$ 5.00	100%	\$0.00
	IMPORT FILL, PLACE AND COMPACT	17750	CY	\$ 21.00	100%	\$0.00
	FINEGRADE PONDS	9700	CY	\$ 2.00	90%	\$1,940.00
	FINEGRADE LOTS	8	EA	\$ 2,430.00	90%	\$1,944.00
	ROUGH GRADE PAVEMENT BOX	5500	SY	\$ 1.10	90%	\$605.00
	SOD POND SLOPES	9700	SY	\$ 3.50	80%	\$6,790.00
	SEED & MULCH	51150	SY	\$ 0.30	80%	\$3,069.00
	SOD 4' BACK OF CURB	2000	SY	\$ 3.40	80%	\$1,360.00
	18" WIDE CLAY CORE POND LINER	420	LF	\$ 50.00	100%	\$0.00
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	P MANHOLE	1	EA	\$ 6,400.00	90%	\$640.00
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	RILEY PRE-PACKAGED SANITARY LIFT STATION W/FENCING	1	LS	\$ 219,720.00	90%	\$21,872.00
	4 X 4 WET TAP FORCE MAIN	1	EA	\$ 7,420.00	90%	\$742.00
	4" PVC FORCE MAIN	32	LF	\$ 26.00	90%	\$83.20
	FITTINGS & RESTRAINTS (FORCE MAIN)	1	LS	\$ 5,780.00	90%	\$578.00
	4" GATE VALVE	1	EA	\$ 2,000.00	90%	\$200.00
	GRAVITY MAIN AIR TESTING	1195	LF	\$ 5.50	50%	\$3,286.25
	GRAVITY MAIN TV TESTING	1195	LF	\$ 4.50	50%	\$2,688.75
	PRESSURE TEST FORCE MAIN	32	LF	\$ 18.50	0%	\$592.00
<b>Water And Fire Systems</b>						
	WATER SERVICE TO LIFT STATION	1	EA	\$ 3,270.00	75%	\$817.50
	TEMP JUMPER (WATER)	1	EA	\$ 2,920.00	75%	\$730.00
	PRESSURE TEST & CHLORINATE (WATER)	56	LF	\$ 25.00	75%	\$350.00
	4" X 4" WET TAP (RECLAIM)	1	EA	\$ 8,500.00	75%	\$2,125.00
	4" PVC RECLAIM MAIN	1126	LF	\$ 50.00	75%	\$14,075.00
	FITTINGS & RESTRAINTS (RECLAIM)	1	LS	\$ 8,690.00	75%	\$2,172.50
	4" GATE VALVE (RECLAIM)	1	EA	\$ 2,000.00	75%	\$500.00
	1.5" PVC SERVICE (RECLAIM)	8	EA	\$ 1,245.00	75%	\$2,490.00
	4" MASTER METER ASSEMBLY (RECLAIM)	1	EA	\$ 24,000.00	75%	\$6,000.00
	TEST RECLAIM	1126	LF	\$ 3.70	0%	\$4,166.20
<b>Concrete</b>						
	MODIFIED D CURB (30" TALL)	495	LF	\$ 28.60	0%	\$14,157.00
<b>Base &amp; Paving</b>						
	12" STABILIZED SUBGRADE (LBR 40)	5470	SY	\$ 8.10	20%	\$35,446.60
	6" CRUSHED CONCRETE BASE	4365	SY	\$ 22.50	0%	\$98,212.50
	8" LIMEROCK BASE	65	SY	\$ 33.00	0%	\$2,145.00
	1.5" ASPHALT SP-9.5 (1 LIFT)	4365	SY	\$ 15.00	0%	\$65,475.00
	1.5" ASPHALT SP-12.5 (1 LIFT)	65	SY	\$ 23.00	0%	\$1,495.00
	STRIPING & SIGNAGE	1	LS	\$ 7,375.00	0%	\$7,375.00
<b>Disclaimer:</b>	THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUSTIN K HAM, P.E. #8594 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS ITEM ARE NOT AUTHENTIC UNLESS THEY ARE PRINTED FROM THE ORIGINAL DIGITAL COPY. THE SEAL AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.					
The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's method Order provided and the FDOT's Pay Item Cost History using 6 months or 12 month State Wide Average. T	 <p align="center"><b>Justin K Ham Date:</b> 2025-11-07</p>		<p align="right">SUBTOTAL REMAINING \$369,075.55 Additional Required (10%) \$36,907.66 110% TOTAL REMAINING \$405,984.21</p>			

*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:

**Cheryl Foley, Emily Golecki, Jeffrey W. Reich, Kim E. Niv, Lisa Roseland, Robert P. O'Linn, Sarah K. O'Linn, Susan L. Reich and Teresa L. Durham of Maitland, FL (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 and 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.

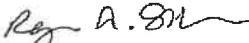
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"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 30<sup>th</sup> day of September, 2025**

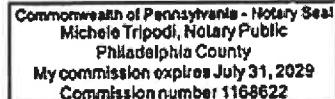
Attested and Certified



Regan A. Shulman, Secretary

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.



Arch Insurance Company

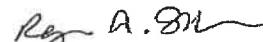


Stephen C. Ruschak, Executive Vice President

#### CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 30, 2025 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 1<sup>st</sup> day of December 2025.**



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](mailto:SuretyAuthentic@archinsurance.com). Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

# Kimley»Horn

November 7, 2025

Polk County Land Development  
Clinton Howerton, County Engineer  
330 W. Church Street  
Bartow, FL 33830

RE: Cottonwood Performance Bond

Dear Mr. Howerton:

For your review and approval, please see the attached signed and sealed Engineer's Probable Cost Estimate for onsite improvements for Cottonwood, project # LDNON-2023-67. The estimate summarizes the total cost remaining of \$369,076.55, making the 110% total of \$405,984.21.

Should you have any questions or need anything further, please don't hesitate to contact our office.

Respectfully,

KIMLEY-HORN AND ASSOCIATES



Justin Ham, PE  
Project Manager

**Engineer's Probable Cost Estimate**

**Cottonwood Onsite Improvements (LDNON-2023-67) - Performance Bond**  
**Polk County, Florida**

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	4" PVC RECLAIM MAIN	1126	LF	\$ 50.00	75%	\$14,075.00
	FITTINGS & RESTRAINTS (RECLAIM)	1	LS	\$ 8,690.00	75%	\$2,172.50
	4" GATE VALVE (RECLAIM)	1	EA	\$ 2,000.00	75%	\$500.00
	1.5" PVC SERVICE (RECLAIM)	8	EA	\$ 1,245.00	75%	\$2,490.00
	4" MASTER METER ASSEMBLY (RECLAIM)	1	EA	\$ 24,000.00	75%	\$6,000.00
	TEST RECLAIM	1126	LF	\$ 3.70	0%	\$4,166.20
<b>Concrete</b>						
	MODIFIED D CURB (30" TALL)	495	LF	\$ 28.60	0%	\$14,157.00
<b>Base &amp; Paving</b>						
	12" STABILIZED SUBGRADE (LBR 40)	5470	SY	\$ 8.10	20%	\$35,445.60
	6" CRUSHED CONCRETE BASE	4365	SY	\$ 22.50	0%	\$98,212.50
	8" LIMEROCK BASE	65	SY	\$ 33.00	0%	\$2,145.00
	1.5" ASPHALT SP-9.5 (1 LIFT)	4365	SY	\$ 15.00	0%	\$65,475.00
	1.5" ASPHALT SP-12.5 (1 LIFT)	65	SY	\$ 23.00	0%	\$1,495.00
	STRIPPING & SIGNAGE	1	LS	\$ 7,375.00	0%	\$7,375.00
<b>Disclaimer:</b>						
	The Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's method of operation. The Consultant's probable cost estimate is based on market conditions. Opinions of probable costs provided herein are based on the Contractor's Change Order provided and the FDOT's Pay Item Cost History using 6 months or 12 month State Wide Average. The Consultant guarantees that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.					



**Justin K  
Ham  
Date:**

2023-11-07

SUBTOTAL REMAINING	\$369,076.55
Additional Required (10%)	\$36,907.66
110% TOTAL REMAINING	\$405,984.21