

RESIDENTIAL MAINTENANCE BOND Bond No. 30152647-M

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and The Continental Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Pennsylvania 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 Seventy Nine Thousand Nine Hundred Fifty Eight and 50/100 (\$ 79,958.50) 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 Hickory Ranch - Phase 1 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

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 3rd day of October, **20**23.

[Signature]
Witness

Eileen Sesto
Printed Name

[Signature]
Witness

Miraida Lore
Printed Name

[Signature]
Witness

M. Gonzales
Printed Name

[Signature]
Witness

My Hua
Printed Name

PRINCIPAL:

KB Home Orlando LLC
Name of Corporation

By: [Signature]

James Makransky
Printed Name
Title: VP of Finance
(SEAL)

SURETY:

The Continental Insurance Company
Name of Corporation

By: [Signature]

Brenda Wong
Printed Name
Title: Attorney-in-Fact
(SEAL)



(Attach power of attorney)

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 10/3/2023 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.

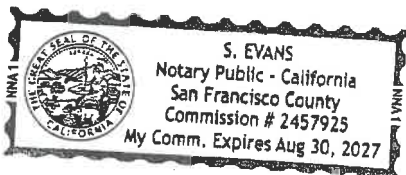
WITNESS my hand and official seal.

(seal)

Signature

S. Evans

S. Evans, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Brenda Wong

, Individually

of Los Angeles, California, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30152647-M
Principal: KB Home Orlando, LLC
Obligee: Polk County, a political subdivision of the State of Florida

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of February, 2021.



The Continental Insurance Company

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of October, 2023.



The Continental Insurance Company

D. Johnson
D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”



September 15, 2023

Mr. Greg Hentschel, P. E.
Polk County Engineering
Polk County Land Development
330 West Church Street
Bartow, FL 33830

PROJECT: Hickory Ranch Phase 1
PROJECT No: LDRES-2021-96 / LDRES-2022-60

Dear Mr. Shiller:

For the above referenced project, Polk County is responsible for the roadways. The utilities are owned and maintained by the City of Auburndale. The stormwater system is owned and maintained by the Homeowner's Association.

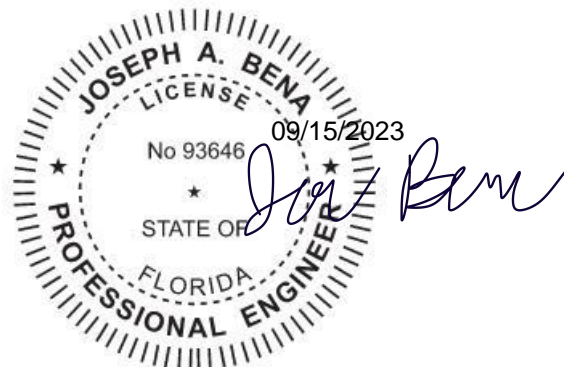
In my opinion, the cost of the roadway associated with the above referenced project for the maintenance bond agreement, should be as follows:

ON-SITE ROADWAY	QTY	UNIT	UNIT COST	TOTAL
Asphalt 1.5"	9,580	SY	\$ 12.50	\$119,750.00
Crushed Concrete 6"	9,580	SY	\$ 24.65	\$236,147.00
6" Concrete Paving	1,170	SF	\$ 13.00	\$15,210.00
12" Stabilized Subgrade	11,100	SY	\$ 7.00	\$77,700.00
D Curb	105	LF	\$ 22.60	\$2,373.00
Miami Curb	6,450	LF	\$ 21.00	\$135,450.00
5' Sidewalk 4" Thick	825	LF	\$ 38.00	\$31,350.00
4' Sidewalk 4" Thick	995	LF	\$ 31.00	\$30,845.00
4' Wheel Chair Ramp	20	EA	\$ 1,400.00	\$28,000.00
5' Wheel Chair Ramp	5	EA	\$ 1,600.00	\$8,000.00
Signs & Pavement Markings	1	LS	\$ 25,000.00	\$25,000.00
ON-SITE ROADWAY SUB-TOTAL				\$709,825.00
OFF-SITE ROADWAY	QTY	UNIT	UNIT COST	TOTAL
Asphalt Overlay 1"	2500	SY	\$ 12.50	\$31,250.00
Asphalt 2"	700	SY	\$ 25.00	\$17,500.00
Crushed Concrete 12"	700	SY	\$ 49.30	\$34,510.00
Signs & Pavement Markings	1	LS	\$ 6,500.00	\$6,500.00
OFF-SITE ROADWAY SUB-TOTAL				\$89,760.00
TOTAL:				\$799,585.00
MAINTENANCE BOND (10% OF TOTAL):				\$79,958.50

Should you have any questions or require additional information, please contact me at 813-536-7381 or via email at joe.bena@kimley-horn.com.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Joe Bena, P.E.
Project Manager



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: Deana Cochran

From: Inspector Gary Gilbert

Project Name: Hickory Ranch - Phase 1

Project #: LDRES-2021-96

DATE: October 16, 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.