

**PERFORMANCE BOND** Bond No. 08BSBJA9482

KNOWN ALL MEN BY THESE PRESENTS, that We, LGI Homes - Florida, LLC, as Principal, and Hartford Fire Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut 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 One Million Eight Hundred Eighty Five Thousand Three Hundred Eighty Six and 98/100 (\$ 1,885,386.98 ) 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 pursuant to the Subdivision Agreement, attached hereto as Exhibit “A” and incorporated into and made part of this Bond, to construct the improvements described in the Engineer’s Cost Estimate, attached hereto as Exhibit “B” and incorporated into and made part of this Bond (hereinafter “Improvements”), in the Fulton Meadows 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 29, 2023, as verified by Polk County’s Land Development Division, and shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement, 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 time specified 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. 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 for Obligee to construct, or caused to
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be constructed the Improvements if the Principal should fail or refuse to do so.

3. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligees 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 Obligees, 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.

4. 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.

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 in address:

**The Surety at:**

Hartford Fire Insurance Company  
One Hartford Plaza  
Hartford, CT 06115

**The Principal at:**

LGI Homes  
1450 Lake Robbins Drive, Suite 430  
The Woodlands, TX 77380

**The Obligees 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]**

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THIS BOND DATED THE 17th DAY OF May, 2023,  
(the date of issue by the Surety).

[Signature]

Witness

Brian Edwards

Printed Name

[Signature]

Witness

ANNIEMUE JONES

Printed Name

PRINCIPAL:

LGI Homes - Florida, LLC

Name of Corporation

By: [Signature]

Charles Merdian

Printed Name

Title: Chief Financial Officer

(SEAL)

PRINCIPAL

STATE OF Texas  
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17th day of May, 2023, by Charles Merdian as CFO (title of officer) of LGI Homes (entity name), on behalf of the on behalf of the Principal, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

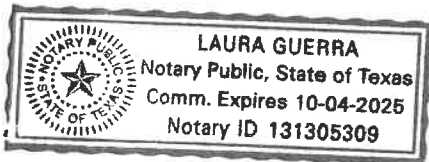
(AFFIX NOTARY SEAL)

Laura Guerra

Notary Public

Print Name Laura Guerra

My Commission Expires 10/4/25



SURETY:

Grace J. Gray  
Witness

Grace J. Gray  
Printed Name

Lisa A Hannaleck  
Witness

Lisa A Hannaleck  
Printed Name

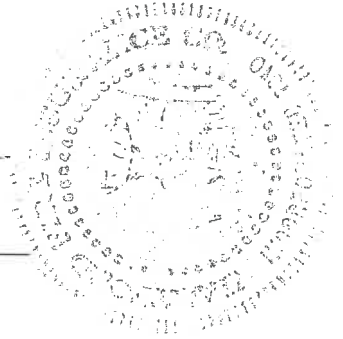
Hartford Fire Insurance Company  
Name of Corporation

By: Eric P Pratt

Eric P Pratt  
Printed Name

Title: Attorney-In-Fact  
(SEAL)

(ATTACH POWER OF ATTORNEY)

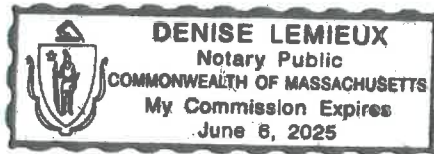


STATE OF Massachusetts  
COUNTY OF Berkshire

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17th day of May 2023, 2020, by Eric P Pratt as Attorney-In-Fact (title of officer) of Hartford Fire Insurance Company (entity name), on behalf of the on behalf of the Surety, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)

Denise Lemieux  
Notary Public  
Print Name Denise Lemieux  
My Commission Expires June 6, 2025



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOUNTAINONE INSURANCE AGENCY INC  
 Agency Code: 08-087624

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Donna Bishop, Grace J. Gray, Eric Pratt of North Adams MA, Kathleen M. O'Brien, William R. Robinson of NORTH ADAM, Massachusetts

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Noelle Ciccone  
 My Commission #FF029702  
 Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 17 2023.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

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](http://www.polk-county.net)

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**LAND DEVELOPMENT DIVISION**

MEMORANDUM

**To:** Chrissy Irons, Development Coordinator II

**From:** Shaun Bridges, Inspector

**Project Name:** Fulton Meadows

**Project #:** LDRES-2021-21

**DATE:** 3/2/2026

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.