

PERFORMANCE BOND

Bond No. 72BSBIY2461

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando, 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, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of one million two hundred thirty thousand seven hundred and twenty seven dollars and ten cents (\$1,230,727.10) 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 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 Ross Creek platted 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 LDC requires the Principal to submit an instrument ensuring completion of construction of the Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly perform the construction of the Improvements in the platted area known as Ross Creek subdivision in accordance with the Plans and LDC by February 25, 2025 (the "Guaranty Period") and as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void. If the Improvements are not constructed within the Guaranty Period or such later date the Obligee may approve, then this Bond shall be payable to the Obligee.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete construction of all or any part of the requirement Improvements within the Guaranty Period, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the Surety fail or refuse to perform and complete the said Improvements, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the plat for the above-referenced subdivision, 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.

3. The Principal and Surety further jointly and severally agree that the Obligee, at its option, shall have the right to construct, or caused to be constructed the Improvements in case the Principal should fail or refuse to do so. In the event the Obligee should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost of, including without limitation, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to complete all of the obligations for construction of the Improvements.
4. 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 its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

The Principal at:

KB Home Orlando, LLC
9102 Southpark Center Loop, Suite 100
Orlando, FL 32837

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]

Initials



IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their
duly authorized officers this 1st day of February, 2024.

PRINCIPAL:
KB Home Orlando LLC

[Signature]
Witness

Stephen White
Printed Name

[Signature]
Witness

KEITH WOODBURN
Printed Name

Name of Corporation

By: [Signature]

James Makransky
Printed Name

Title: VP of Finance
(SEAL)

SURETY:

Hartford Fire Insurance Company

Name of Corporation

By: [Signature]

Brenda Wong

Printed Name

Title: Attorney-in-Fact

(SEAL)

(attach power of attorney)

[Signature]
Witness

Martha Gonzales
Printed Name

[Signature]
Witness

Claire Trinidad

Printed Name

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 2/17/2024 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.

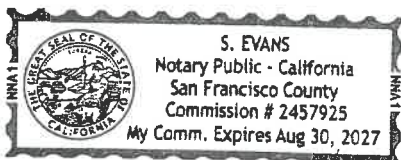
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature

S. Evans
S. Evans, Notary Public



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH USA LLC

- ☒ 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 :

Brenda Wong

of

Los Angeles, CA

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 20th day of May, 2021, 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.

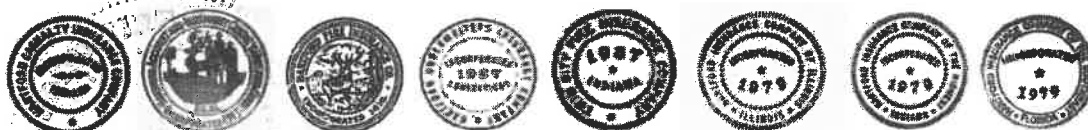


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

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 February 1, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



PO Box 253, Bartow, FL 33831
Office: (863) 800-3046
Fax: (863) 800-1159

COST ESTIMATE FOR PERFORMANCE SURETY
ENGINEERS ESTIMATE OF PROBABLE COSTS FOR "ROSS CREEK"
as of 01/15/2024

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	QTY. COMPLETE	% LEFT	TOTAL AMOUNT LEFT
EARTHWORK								
1	Inlet Protection	12	EA	\$129.79	\$1,557.48	0	100.00%	\$1,557.48
2	ROW Grading	9595	SY	\$0.58	\$5,565.10	0	100.00%	\$5,565.10
3	Pond Sodding	9755	SY	\$3.06	\$29,850.30	0	100.00%	\$29,850.30
4	ROW Sodding	495	SY	\$3.06	\$1,514.70	0	100.00%	\$1,514.70
5	Seed & Mulch	1	LS	\$21,600.00	\$21,600.00	0	100.00%	\$21,600.00
6	Strip Sodding	3110	SY	\$3.06	\$9,516.60	0	100.00%	\$9,516.60
7	Slope Sodding	4575	SY	\$3.06	\$13,999.50	0	100.00%	\$13,999.50
8	Tie in Sod	2995	SY	\$3.06	\$9,164.70	0	100.00%	\$9,164.70
9	Mobilization	1	LS	\$35,568.00	\$35,568.00	0.5	50.00%	\$17,784.00
EARTHWORK TOTAL					\$128,336.38		86.14%	\$110,552.38
MISCELLANEOUS								
10	Survey	1	LS	\$22,177.75	\$22,177.75	0.5	50.00%	\$11,088.88
11	Asbuilts	1	LS	\$8,754.38	\$8,754.38	0	100.00%	\$8,754.38
12	Geotech Testing	1	LS	\$31,752.00	\$31,752.00	0.5	50.00%	\$15,876.00
13	S.W.P.P.P.	1	LS	\$3,600.00	\$3,600.00	0.3	70.00%	\$2,520.00
MISCELLANEOUS TOTAL					\$66,284.13		57.69%	\$38,239.26
POTABLE WATER SYSTEM								
14	4" PVC	375	LF	\$9.11	\$3,416.25	0	100.00%	\$3,416.25
15	6" PVC	2260	LF	\$9.11	\$20,588.60	8.85	91.15%	\$18,766.51
16	8" PVC	1235	LF	\$9.11	\$11,250.85	0	100.00%	\$11,250.85
17	Single Service	7	EA	\$268.08	\$1,876.56	0	100.00%	\$1,876.56
18	Double Service	34	EA	\$268.08	\$9,114.72	0	100.00%	\$9,114.72
19	1" Irrigation Service	2	EA	\$536.16	\$1,072.32	0	100.00%	\$1,072.32
20	Fittings	1	LS	\$35,382.95	\$35,382.95	0	100.00%	\$35,382.95
21	4" Gate Valve	2	EA	\$263.18	\$526.36	0	100.00%	\$526.36
22	6" Gate Valve	6	EA	\$307.04	\$1,842.24	0	100.00%	\$1,842.24
23	8" Gate Valve	3	EA	\$307.04	\$921.12	0	100.00%	\$921.12
24	Fire Hydrant	4	EA	\$1,184.29	\$4,737.16	0	100.00%	\$4,737.16
25	Auto Blow Off	1	EA	\$307.04	\$307.04	0	100.00%	\$307.04
26	Potable Water Line Testing	3870	LF	\$2.00	\$7,740.00	0	100.00%	\$7,740.00
27	Sample Points	6	EA	\$175.45	\$1,052.70	0	100.00%	\$1,052.70
WATER TOTAL					\$99,828.87		98.17%	\$98,006.78
STORM DRAINAGE SYSTEM								
28	P-5 Inlet	2	EA	\$1,440.48	\$2,880.96	0.8	20.00%	\$576.19
29	P-6 Inlet	6	EA	\$1,247.77	\$7,486.62	0.8	20.00%	\$1,497.32
30	J-6 Inlet	4	EA	\$1,492.70	\$5,970.80	0.8	20.00%	\$1,194.16
31	Overflow Weir	2	EA	\$1,492.70	\$2,985.40	0	100.00%	\$2,985.40
32	Cleaning Storm Drainage	1799	LF	\$3.18	\$5,720.82	0	100.00%	\$5,720.82
33	Storm Inspection	1799	LF	\$2.10	\$3,777.90	0	100.00%	\$3,777.90
STORM DRAINAGE SYSTEM TOTAL					\$28,822.50		54.65%	\$15,751.80
SANITARY SEWER SYSTEM								
34	8" PVC 0-6 SDR 26	1414	LF	\$12.62	\$17,844.68	0.14	85.86%	\$15,321.44
35	8" PVC 6-8 SDR 26	646	LF	\$14.30	\$9,237.80	0.46	53.56%	\$4,947.77
36	8" PVC 8-10 SDR 26	1124	LF	\$17.87	\$20,085.88	0.67	33.27%	\$6,682.57
37	Manhole 0-6	8	EA	\$536.15	\$4,289.20	0.375	62.50%	\$2,680.75
38	Manhole 6-8	1	EA	\$670.19	\$670.19	0	100.00%	\$670.19

39	Manhole 8-10	4	EA	\$804.23	\$3,216.92	0.75	25.00%	\$804.23
40	Single Lateral	4	EA	\$322.22	\$1,288.88	0.5	50.00%	\$644.44
41	Double Lateral	35	EA	\$322.22	\$11,277.70	0.1714	82.86%	\$9,344.70
42	4" PVC Forcemain	1357	LF	\$8.94	\$12,131.58	0	100.00%	\$12,131.58
43	4" Gate Valve	2	EA	\$536.15	\$1,072.30	0	100.00%	\$1,072.30
44	Cleaning Sanitary Sewer	3184	LF	\$1.80	\$5,731.20	0	100.00%	\$5,731.20
45	Testing Sanitary Sewer	3184	LF	\$1.64	\$5,221.76	0	100.00%	\$5,221.76
46	Testing Forcemain	1357	LF	\$1.64	\$2,225.48	0	100.00%	\$2,225.48
47	T.V. Sanitary Sewer	3184	LF	\$1.98	\$6,304.32	0	100.00%	\$6,304.32
48	Drop Connection	1	EA	\$263.17	\$263.17	0	100.00%	\$263.17
49	Air Release Valve	1	EA	\$580.02	\$580.02	0	100.00%	\$580.02
SANITARY SEWER SYSTEM TOTAL					\$101,441.08		73.57%	\$74,625.92
LIFT STATION								
50	Lift Station Installation	1	LS	\$299,922.93	\$299,922.93	0.1	90.00%	\$269,930.64
LIFT STATION TOTAL					\$299,922.93		90.00%	\$269,930.64
PAVING								
51	Asphalt 1.25" SP-9.5	9155	SY	\$13.20	\$120,846.00	0	100.00%	\$120,846.00
52	Limerock 6"	1	LS	\$129,634.80	\$129,634.80	0	100.00%	\$129,634.80
53	Stabilizer 8"	1	LS	\$59,046.05	\$59,046.05	0	100.00%	\$59,046.05
54	Type F Curb	20	LF	\$23.76	\$475.20	0	100.00%	\$475.20
55	Miami Curb	7175	LF	\$20.82	\$149,383.50	0	100.00%	\$149,383.50
56	4' Sidewalk	580	LF	\$32.54	\$18,873.20	0	100.00%	\$18,873.20
57	4' Wheel Chair Ramp	8	EA	\$1,495.86	\$11,966.88	0	100.00%	\$11,966.88
58	R&R 5' Sidewalk	25	LF	\$65.64	\$1,641.00	0	100.00%	\$1,641.00
59	R&R Wheel Chair Ramp	1	EA	\$1,895.92	\$1,895.92	0	100.00%	\$1,895.92
60	Signs & Pavement Markings	1	LS	\$8,694.00	\$8,694.00	0	100.00%	\$8,694.00
61	Mot	1	LS	\$9,279.50	\$9,279.50	0	100.00%	\$9,279.50
PAVING TOTAL					\$511,736.05		100.00%	\$511,736.05
ESTIMATED TOTAL REMAINING					\$1,236,371.94		90.49%	\$1,118,842.82
PERFORMANCE SURETY @ 110 PERCENT								\$ 1,230,727.10

[Signature]

Michael O. Flora, P.E.
Florida Registration #79415
Sloan Engineering Group, Inc.
PO Box 253
Bartow, Florida 33831 (863) 800-3046
Certificate of Authorization #26247

