

TAMPA CIVIL DESIGN

SITE DESIGN AND CIVIL ENGINEERING

APPLEWOOD RESERVE

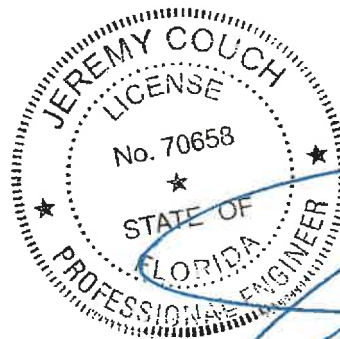
Engineers Estimate of Construction Costs

<u>Description</u>	<u>TOTAL</u>	<u>NOTES</u>
MOBILIZATION & GENERAL CONDITIONS	\$170,657.91	65% Complete
EARTHWORK	\$365,707.93	55% Complete
PAVING ROADWAY	\$1,168,825.30	0% Complete
STORM SYSTEM	\$1,587,013.00	20% Complete
WATER MAIN	\$478,915.00	12% Complete
POTABLE WATER (OFFSITE)	\$535,400.00	10% Complete
PAVING ROADWAY (OFFSITE)	\$339,683.00	5% Complete
TOTAL	\$4,646,202.14	

TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (110%)

\$5,110,822.35

Jeremy Couch, P.E.
Tampa Civil Design



[Handwritten Signature]
4/1/2025

Applewood Reserve Engineers Estimate - Performance Bond

Incl.	Code		QTY	UM	UNIT RATE	TOTAL	
x		Mobilisation & General Conditions					\$170,657.93
x		Construction Stakeout & Record Survey	1	LS	\$23,805.00	\$23,805.00	
x		Certified As-Builts	1	LS	\$16,500.00	\$16,500.00	
x		Geotechnical And Material Testing	1	LS	\$33,516.56	\$33,516.56	
x		Silt Fence	14929	LF	\$2.09	\$31,201.61	
x		Payment And Performance Bond	1	LS	\$65,634.74	\$65,634.74	
x		Earthwork					\$365,707.85
x		Seed & Mulch (Lots And Open Spaces)	148769	SY	\$0.37	\$55,044.53	
x		Sod (Pond slopes, 4:1 slopes, 5' off Curb)	76214	SY	\$3.10	\$236,263.40	
x		Retaining Wall (Modular Block)	310	LF	\$240.00	\$74,400.00	
x		Storm System					\$1,587,013.00
x		12" RCP	44	LF	\$53.00	\$2,332.00	
x		12" MES	1	EA	\$1,400.00	\$1,400.00	
x		15" RCP	480	LF	\$70.00	\$33,600.00	
x		15" MES	2	EA	\$1,700.00	\$3,400.00	
x		18" RCP	1116	LF	\$79.00	\$88,164.00	
x		24" RCP	870	LF	\$105.00	\$91,350.00	
x		24" MES	2	EA	\$2,200.00	\$4,400.00	
x		30" RCP	1600	LF	\$135.00	\$216,000.00	
x		30" MES	2	EA	\$4,750.00	\$9,500.00	
x		36" RCP	990	LF	\$175.00	\$173,250.00	
x		36" MES	3	EA	\$5,800.00	\$17,400.00	
x		42" RCP	501	LF	\$250.00	\$125,250.00	
x		42" MES	2	EA	\$6,800.00	\$13,600.00	
x		Rip-Rap	15	EA	\$1,000.00	\$15,000.00	
x		Curb Inlet	34	EA	\$14,000.00	\$476,000.00	
x		Manhole	11	EA	\$6,100.00	\$67,100.00	
x		Type C Grate Inlet	5	EA	\$8,500.00	\$42,500.00	
x		Type D Grate Inlet	2	EA	\$9,500.00	\$19,000.00	
x		In Berm Weir	1	EA	\$34,967.00	\$34,967.00	
x		Underdrain Pipe	6800	LF	\$18.50	\$125,800.00	
x		TV Storm Drainage	1	LS	\$27,000.00	\$27,000.00	
x		Water Main					\$478,915.00
x		8" DIP Water Main	177	LF	\$68.00	\$12,036.00	
x		08" MJ Gate Valve	11	EA	\$2,100.00	\$23,100.00	
x		8" Fittings	1	LS	\$19,200.00	\$19,200.00	
x		8" PVC Water Main (C900 DR-18)	5600	LF	\$35.00	\$196,000.00	
x		Air Release Valve	1	EA	\$5,850.00	\$5,850.00	
x		Single Service Long	15	EA	\$1,250.00	\$18,750.00	
x		Single Service Short	6	EA	\$1,100.00	\$6,600.00	
x		Double Service Long	20	EA	\$2,100.00	\$42,000.00	
x		Double Service Short	23	EA	\$1,800.00	\$41,400.00	
x		Fire Hydrant Assembly	10	EA	\$7,000.00	\$70,000.00	
x		Temporary Sample Points	1	LS	\$1,650.00	\$1,650.00	
x		Chlorination & Testing	6400	LF	\$3.85	\$24,640.00	
x		Temporary Construction Meter / Backflow Preventer	1	EA	\$17,689.00	\$17,689.00	
x		Paving - Roadway					\$1,168,825.30
x		2" Type SP-9.5 Asphalt	14102	SY	\$22.50	\$317,295.00	
x		06" Soil Cement Base	14102	SY	\$20.50	\$289,091.00	
x		12" Stabilized Subgrade	14102	SY	\$11.75	\$165,698.50	
x		4" Thick Contractor Sidewalk	12000	SF	\$8.50	\$102,000.00	
x		6" Thick Contractor Sidewalk	740	SF	\$10.50	\$7,770.00	
x		ADA Concrete Ramp & Dome	11	EA	\$1,750.00	\$19,250.00	
x		Miami Curb	12013	LF	\$20.10	\$241,461.30	
x		Type F Curb	157	LF	\$33.50	\$5,259.50	
x		Traffic Markings and Signage - Onsite	1	LS	\$12,000.00	\$12,000.00	
x		Bridge Approach Concrete Apron - 100 SF Each	2	EA	\$4,500.00	\$9,000.00	
x		Potable Water (OFFSITE)					\$535,400.00
x		Connect To Existing	1	EA	\$8,800.00	\$8,800.00	
x		8" PVC Water Main (C900 DR-18 Directional Bore)	2400	LF	\$107.50	\$258,000.00	
x		8" DIP Water Main	510	LF	\$69.10	\$35,241.00	
x		8" Gate Valves	9	EA	\$2,100.00	\$18,900.00	
x		8" Fittings	1	LS	\$3,053.00	\$3,053.00	
x		Fire Hydrant Assembly	2	EA	\$7,168.00	\$14,336.00	
x		Air Release Valve	2	EA	\$5,985.00	\$11,970.00	
x		16" HDPE Casing	564	LF	\$275.00	\$155,100.00	
x		Maintenance Of Traffic	1	LS	\$30,000.00	\$30,000.00	
x		Paving - Roadway (OFFSITE)					\$339,683.00
x		1.5" Asphalt Type SP-12.5	2200	SY	\$18.10	\$39,820.00	
x		1.5" Type SP-12.5 Structural Course	2200	SY	\$18.10	\$39,820.00	
x		1" Mill & Overlay	3500	LF	\$27.00	\$94,500.00	
x		08" Crushed Concrete (LBR 150)	2200	SY	\$21.00	\$46,200.00	
x		12" Stabilized Subgrade (Type B LBR 40)	2200	SY	\$14.50	\$31,900.00	
x		Connect To Existing Pavement	1	LS	\$475.00	\$475.00	
x		6" Thick Contractor Sidewalk (5' Wide)	230	SY	\$10.00	\$2,300.00	
x		Sod (Ditch And Sidewalk)	5310	SY	\$4.50	\$23,895.00	
x		Signage & Striping	1	LS	\$23,673.00	\$23,673.00	
x		Maintenance Of Traffic	1	LS	\$37,100.00	\$37,100.00	

PERFORMANCE BOND Bond No. 800178940

KNOWN ALL MEN BY THESE PRESENTS, that We, Focus Homes, LLC of Florida, as Principal, and Atlantic Specialty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of New York 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 Five Million One Hundred Ten Thousand Eight Hundred Twenty-Two & 35/100 (\$ 5,110,822.35) Dollars (hereinafter the "Total Penal Sum"), 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 Applewood Reserve 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. The Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC within the time frame set forth in the Subdivision Agreement, and as verified by Polk County's Land Development Division. The Bond shall commence upon the date of issue by the Surety and remain in full force and effect until the Obligee releases the Bond (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
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 in the Subdivision Agreement, 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. 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 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. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

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:

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth MN 55441

The Principal at:

Focus Homes, LLC of Florida
4033 W. 1st Street
Sanford, FL 32771

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

THIS BOND DATED THE 5th DAY OF May, 2025,
(the date of issue by the Surety).

[Signature]
Witness

Daisy Landes
Printed Name

[Signature]
Witness

Chris Torres
Printed Name

PRINCIPAL:

Focus Homes, LLC of Florida
Name of Corporation

By: [Signature]

Peter McConughey
Printed Name

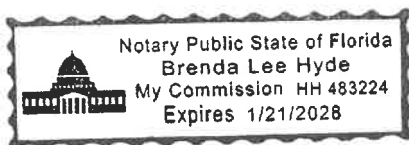
Title: Authorized Representative
(SEAL)

PRINCIPAL

STATE OF FL
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 7th day of MAY, 2025, by PETER MCGONUGHEY as
Authorized Representative (title of officer) of Focus 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)



[Signature]
Notary Public
Print Name Brenda Lee Hyde
My Commission Expires 1/21/2028

SURETY:

Michelle Kwasny
Witness

Michelle Kwasny
Printed Name

Dani Bachy
Witness

DARRIN BACHY
Printed Name

Atlantic Specialty Insurance Company

Name of Corporation

By: Karen Bachy

Karen Bachy

Printed Name

Title: Attorney-in-Fact
(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF Pennsylvania
COUNTY OF Westmoreland

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Karen Bachy as Attorney-in-Fact (title of officer) of Atlantic Specialty Insurance Company (entity name), on behalf of the on behalf of the Surety, who ☐ is personally known to me or ☐ has produced PA Drivers License as identification.

(AFFIX NOTARY SEAL)

Commonwealth of Pennsylvania - Notary Seal
Donald H. Thoma, Notary Public
Westmoreland County
My commission expires June 4, 2029
Commission number 1277141
Member, Pennsylvania Association of Notaries

Donald H. Thoma
Notary Public

Print Name Donald H. Thoma

My Commission Expires 6-4-2029



Surety Bond No: 800178940

Power of Attorney

Focus Homes, LLC of Florida
Polk County, Land Development Division

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Karen Bachy, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

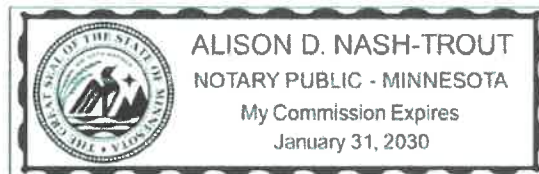
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5th day of May, 2025.



This Power of Attorney expires
January 31, 2030

Kara L.B. Barrow, Secretary

EXHIBIT A
(Subdivision Agreement)

EXHIBIT B
(Engineer's Cost Estimate)