

PERFORMANCE BOND Bond No. US00145971SU25A

KNOWN ALL MEN BY THESE PRESENTS, that We, Forestar (USA) Real Estate Group Inc., as Principal, and XL Specialty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of DE 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 Two Million Three Hundred Sixty Seven Thousand Seven Hundred Fifty Five and 54/100 (\$2,367,755.54) 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 Fox Branch Ranch Phase 2 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 August 20, **20** 25 (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 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.

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:

XL Specialty Insurance Company
677 WASHINGTON BLVD., 10TH FLOOR, SUITE 1000
STAMFORD, CT 06901

The Principal at:

Forestar (USA) Real Estate Group Inc.
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006

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]

THIS BOND DATED THE 9th DAY OF January, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Shelley Kaercher
Witness
Shelley Kaercher
Printed Name
Kolton Benson
Witness
Kolton Benson
Printed Name

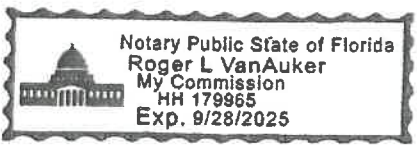
Forestar (USA) Real Estate Group Inc.
Name of Corporation
By: [Signature]
Alex Madison
Printed Name
Title: Vice President
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of January, 2025, by Alex Madison as Vice President (title of officer) of Forestar (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 Roger VanAuker
My Commission Expires 9/28/2025

SURETY:

[Signature]
Witness

Jonathan Gleason
Printed Name

[Signature]
Witness

Kaden Tate
Printed Name

XL Specialty Insurance Company
Name of Corporation

By: [Signature]

Michelle Anne McMahon
Printed Name

Title: Attorney-In-Fact
(SEAL)

(ATTACH TO POWER OF ATTORNEY)



STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of January, 2025, 2020, by Michelle Anne McMahon as Attorney-In-Fact (*title of officer*) of XL Specialty Insurance Company (*entity name*), on behalf of the on behalf of the Surety, who is personally known to me or has produced personally known to me as identification.

(AFFIX NOTARY SEAL)

[Signature]
Notary Public

Print Name Ashley Alexis

My Commission Expires 8/31/29

ASHLEY ALEXIS
NOTARY PUBLIC - #192450
STATE OF CONNECTICUT
MY COMMISSION EXPIRES AUG. 31, 2029

EXHIBIT A
(Engineer's Cost Estimate)

OPINION OF PROBABLE COST

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND



Date: 12/13/2024

Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Miscellaneous							
Mobilization	1	LS	\$ 49,914.72	\$ 49,914.72	70.00%	\$ 34,940.30	\$ 14,974.42
Construction Layout W/ As-Builts	1	LS	\$ 73,185.18	\$ 73,185.18	45.00%	\$ 32,933.33	\$ 40,251.85
Soil Testing	1	LS	\$ 33,434.15	\$ 33,434.15	35.00%	\$ 11,701.85	\$ 21,732.20
Maintenance Of Traffic	1	LS	\$ 2,289.81	\$ 2,289.81	100.00%	\$ 2,289.81	\$ -
Total Miscellaneous				\$ 158,823.86		\$ 81,865.40	\$ 76,958.46
Erosion Control							
Silt Fence Type III	12945	LF	\$ 1.45	\$ 18,770.25	100.00%	\$ 18,770.25	\$ -
Temporary Construction Entrance	1	LS	\$ 6,879.72	\$ 6,879.72	100.00%	\$ 6,879.72	\$ -
SWPPP Monitoring - 6 Months	1	LS	\$ 8,695.35	\$ 8,695.35	50.00%	\$ 4,347.68	\$ 4,347.68
12" Stabilized Subgrade	16717	SY	\$ 7.08	\$ 118,356.36	1.00%	\$ 1,183.56	\$ 117,172.80
6" Limerock Base	13656	SY	\$ 14.01	\$ 191,320.56	52.79%	\$ 100,998.12	\$ 90,322.44
1.5" SP-9.5 Asphalt (FDOT - 40% RAP)	13656	SY	\$ 19.35	\$ 264,243.60	0.00%	\$ -	\$ 264,243.60
Total Erosion Control				\$ 608,265.84		\$ 132,179.33	\$ 476,086.51
Temporary Asphalt Turn Around							
12" Stabilized Subgrade	1025	SY	\$ 7.08	\$ 7,257.00	0.00%	\$ -	\$ 7,257.00
6" Limerock Base	1025	SY	\$ 14.01	\$ 14,360.25	0.00%	\$ -	\$ 14,360.25
1.5" SP-9.5 Asphalt (FDOT - 40% RAP)	1025	SY	\$ 19.35	\$ 19,833.75	0.00%	\$ -	\$ 19,833.75
Total Temporary Asphalt Turn Around				\$ 41,451.00		\$ -	\$ 41,451.00
Pavement Markings & Signage							
(4) Pedestrian Crosswalks, (5) Stop Bar Stripes, (5) Stop/Street Name	1	LS	\$ 9,969.15	\$ 9,969.15	0.00%	\$ -	\$ 9,969.15
Total Pavment Markings & Sinage				\$ 9,969.15		\$ -	\$ 9,969.15
Concrete							
Miami Curb	8865	LF	\$ 25.74	\$ 228,185.10	0.00%	\$ -	\$ 228,185.10
2' Drop Curb	60	LF	\$ 21.91	\$ 1,314.60	0.00%	\$ -	\$ 1,314.60
Transition Curb	255	LF	\$ 25.74	\$ 6,563.70	0.00%	\$ -	\$ 6,563.70
5' Concrete Sidewalk - 4"	1915	LF	\$ 40.83	\$ 78,189.45	0.00%	\$ -	\$ 78,189.45
5' ADA Handicap Ramps	10	LF	\$ 1,937.70	\$ 19,377.00	0.00%	\$ -	\$ 19,377.00
Total Concrete				\$ 333,629.85		\$ -	\$ 333,629.85
Storm System							
36" RCP Storm Pipe	215	LF	\$ 218.34	\$ 46,943.10	80.92%	\$ 37,986.36	\$ 8,956.74
30" RCP Storm Pipe	220	LF	\$ 167.85	\$ 36,927.00	100.00%	\$ 36,927.00	\$ -
24" RCP Storm Pipe	1986	LF	\$ 119.48	\$ 237,287.28	63.05%	\$ 149,809.63	\$ 87,677.65
18" RCP Storm Pipe	736	LF	\$ 88.14	\$ 64,871.04	100.00%	\$ 64,871.04	\$ -
15" RCP Storm Pipe	472	LF	\$ 79.15	\$ 37,358.80	54.99%	\$ 20,543.60	\$ 16,815.20
36" RCP Mitered End Section	1	EA	\$ 8,599.95	\$ 8,599.95	54.81%	\$ 4,713.63	\$ 3,886.32
30" RCP Mitered End Section	1	EA	\$ 6,822.49	\$ 6,822.49	54.82%	\$ 3,740.09	\$ 3,082.40
24" RCP Mitered End Section	6	EA	\$ 4,482.92	\$ 26,897.52	84.22%	\$ 22,653.09	\$ 4,244.43
18" RCP Mitered End Section	2	EA	\$ 3,721.46	\$ 7,442.92	56.47%	\$ 4,203.02	\$ 3,239.90
Type P-5 Curb Inlet	3	EA	\$ 6,874.57	\$ 20,623.71	50.00%	\$ 10,311.86	\$ 10,311.86
Type J-6 Curb Inlet	2	EA	\$ 13,951.36	\$ 27,902.72	100.00%	\$ 27,902.72	\$ -
Type P-6 Curb Inlet	26	EA	\$ 8,093.41	\$ 210,428.66	73.08%	\$ 153,781.26	\$ 56,647.40
Type J Storm Manhole	3	EA	\$ 11,246.55	\$ 33,739.65	66.67%	\$ 22,494.22	\$ 11,245.43
Type P Storm Manhole	9	EA	\$ 6,355.37	\$ 57,198.33	66.67%	\$ 38,134.13	\$ 19,064.20
Light Clean & Video Proposed Pipe	1	LS	\$ 29,255.44	\$ 29,255.44	0.00%	\$ -	\$ 29,255.44
Dewatering Storm Installation	1	LS	\$ 138,656.78	\$ 138,656.78	90.00%	\$ 124,791.10	\$ 13,865.68
Total Storm Sewer				\$ 990,955.39		\$ 722,662.75	\$ 268,292.64
Sanitary System							

OPINION OF PROBABLE COST

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND



Date: 12/13/2024

Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
8" DR26 Sanitary Pipe	4660	LF	\$ 43.95	\$ 204,807.00	100.00%	\$ 204,807.00	\$ -
4' Ø Sanitary Manhole 0-6' (Polk County)	3	EA	\$ 7,238.00	\$ 21,714.00	100.00%	\$ 21,714.00	\$ -
4' Ø Sanitary Manhole 6-8' (Polk County)	8	EA	\$ 8,165.61	\$ 65,324.88	100.00%	\$ 65,324.88	\$ -
4' Ø Sanitary Manhole 8-10' (Polk County)	6	EA	\$ 9,280.86	\$ 55,685.16	100.00%	\$ 55,685.16	\$ -
4' Ø Sanitary Manhole 10-12' (Polk County)	2	EA	\$ 10,342.15	\$ 20,684.30	50.00%	\$ 10,342.15	\$ 10,342.15
4' Ø Sanitary Manhole 12-14' (Polk County)	2	EA	\$ 12,082.67	\$ 24,165.34	50.00%	\$ 12,082.67	\$ 12,082.67
4' Ø Sanitary Manhole 14-16' (Polk County)	1	EA	\$ 13,073.94	\$ 13,073.94	100.00%	\$ 13,073.94	\$ -
Single Sanitary Service (Polk County)	34	EA	\$ 1,196.67	\$ 40,686.78	69.41%	\$ 28,240.69	\$ 12,446.09
Double Sanitary Service (Polk County)	44	EA	\$ 1,860.31	\$ 81,853.64	61.87%	\$ 50,642.85	\$ 31,210.79
TV And Air Testing - Gravity Line	1	LS	\$ 30,206.44	\$ 30,206.44	0.00%	\$ -	\$ 30,206.44
Dewatering Sanitary Installation	1	LS	\$ 146,118.13	\$ 146,118.13	100.00%	\$ 146,118.13	\$ -
Total Sanitary System				\$ 704,319.61		\$ 608,031.47	\$ 96,288.14
Force Main							
8" Lateral Connect	1	EA	\$ 1,560.57	\$ 1,560.57	0.00%	\$ -	\$ 1,560.57
8" DR18 Force Main Green Pipe	1402	LF	\$ 59.05	\$ 82,788.10	75.09%	\$ 62,165.58	\$ 20,622.52
6" DR18 Forcemain Green Pipe	77	LF	\$ 37.73	\$ 2,905.21	70.51%	\$ 2,048.46	\$ 856.75
4" DR18 Forcemain Green Pipe	321	LF	\$ 27.40	\$ 8,795.40	62.31%	\$ 5,480.41	\$ 3,314.99
8" X 6" MJ Tee P-401 Lined	1	EA	\$ 1,486.63	\$ 1,486.63	42.07%	\$ 625.43	\$ 861.20
8" X 4" MJ Reducer P-401 Lined	1	EA	\$ 1,082.69	\$ 1,082.69	39.70%	\$ 429.83	\$ 652.86
8" MJ 22.5 Bend P-401 Lined	6	EA	\$ 1,225.73	\$ 7,354.38	41.84%	\$ 3,077.07	\$ 4,277.31
8" MJ 11.25 Bend P-401 Lined	10	EA	\$ 1,242.82	\$ 12,428.20	43.37%	\$ 5,390.11	\$ 7,038.09
6" MJ 90 Bend - P401 Lined	2	EA	\$ 1,021.32	\$ 2,042.64	40.89%	\$ 835.24	\$ 1,207.40
6" MJ 45 Bend - P401 Lined	4	EA	\$ 963.92	\$ 3,855.68	41.53%	\$ 1,601.26	\$ 2,254.42
6" MJ Plug - P401 Lined	1	EA	\$ 765.85	\$ 765.85	41.86%	\$ 320.58	\$ 445.27
4" MJ 90 Bend - P401 Lined	2	EA	\$ 678.82	\$ 1,357.64	42.06%	\$ 571.02	\$ 786.62
4" MJ 45 Bend - P401 Lined	4	EA	\$ 749.64	\$ 2,998.56	41.46%	\$ 1,243.20	\$ 1,755.36
4" MJ 22.5 Bend - P401 Lined	1	EA	\$ 618.23	\$ 618.23	39.58%	\$ 244.70	\$ 373.53
4" MJ 11.25 Bend - P401 Lined	2	EA	\$ 632.29	\$ 1,264.58	41.43%	\$ 523.92	\$ 740.66
4" MJ Plug - P401 Lined	1	EA	\$ 461.02	\$ 461.02	41.43%	\$ 191.00	\$ 270.02
8" MJ Gate Valve W/Box/Tag	2	EA	\$ 2,808.27	\$ 5,616.54	0.00%	\$ -	\$ 5,616.54
6" MJ Gate Valve W/Box/Tag	2	EA	\$ 1,966.16	\$ 3,932.32	0.00%	\$ -	\$ 3,932.32
4" MJ Gate Valve W/Box/Tag	1	EA	\$ 1,657.63	\$ 1,657.63	0.00%	\$ -	\$ 1,657.63
Pressure Testing	1	LS	\$ 3,043.38	\$ 3,043.38	0.00%	\$ -	\$ 3,043.38
Total Force Main				\$ 146,015.25		\$ 84,747.82	\$ 61,267.43
Potable Water							
Temporary Backflow Assembly - Jumper	1	EA	\$ 3,184.40	\$ 3,184.40	0.00%	\$ -	\$ 3,184.40
12" Lateral Connect	1	EA	\$ 1,612.48	\$ 1,612.48	0.00%	\$ -	\$ 1,612.48
8" Lateral Connect	1	EA	\$ 715.59	\$ 715.59	0.00%	\$ -	\$ 715.59
12" DR18 Water Main	1542	LF	\$ 89.90	\$ 138,625.80	48.28%	\$ 66,928.54	\$ 71,697.26
8" DR18 Water Pipe	2411	LF	\$ 52.95	\$ 127,662.45	75.96%	\$ 96,972.40	\$ 30,690.05
6" DR18 Water Pipe	1001	LF	\$ 37.67	\$ 37,707.67	42.42%	\$ 15,995.59	\$ 21,712.08
12" MJ Cross	1	EA	\$ 2,495.03	\$ 2,495.03	40.97%	\$ 1,022.21	\$ 1,472.82
12" X 6" MJ Tee	4	EA	\$ 1,430.60	\$ 5,722.40	44.23%	\$ 2,531.02	\$ 3,191.38
12" X 8" MJ Reducer	1	EA	\$ 980.23	\$ 980.23	41.04%	\$ 402.29	\$ 577.94
12" X 6" MJ Reducer	1	EA	\$ 942.37	\$ 942.37	41.24%	\$ 388.63	\$ 553.74
12" MJ 11.25 Bend	15	EA	\$ 1,226.62	\$ 18,399.30	41.93%	\$ 7,714.83	\$ 10,684.47
8" X 6" MJ Tee	8	EA	\$ 945.93	\$ 7,567.44	41.13%	\$ 3,112.49	\$ 4,454.95
8" MJ 11.25 Bend	18	EA	\$ 707.84	\$ 12,741.12	44.69%	\$ 5,694.01	\$ 7,047.11
6" MJ Tee	2	EA	\$ 809.72	\$ 1,619.44	36.66%	\$ 593.69	\$ 1,025.75
6" MJ 45 Bend	4	EA	\$ 575.50	\$ 2,302.00	40.51%	\$ 932.54	\$ 1,369.46
6" MJ 11.25 Bend	3	EA	\$ 571.62	\$ 1,714.86	41.24%	\$ 707.21	\$ 1,007.65
12" MJ Gate Valve W/Box/Tag	4	EA	\$ 5,300.11	\$ 21,200.44	38.68%	\$ 8,200.33	\$ 13,000.11
8" MJ Gate Valve W/Box/Tag	4	EA	\$ 2,808.27	\$ 11,233.08	41.46%	\$ 4,657.23	\$ 6,575.85

OPINION OF PROBABLE COST

FOX BRANCH PHASE 2
POLK COUNTY
PERFORMANCE BOND



Date: 12/13/2024

Rev'd Date:

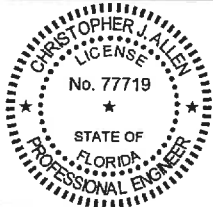
DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
6" MJ Gate Valve W/Box/Tag	1	EA	\$ 1,966.16	\$ 1,966.16	36.38%	\$ 715.29	\$ 1,250.87
Blowoff Assembly	3	EA	\$ 2,783.54	\$ 8,350.62	0.00%	\$ -	\$ 8,350.62
Sample Point	4	EA	\$ 2,112.98	\$ 8,451.92	0.00%	\$ -	\$ 8,451.92
Fire Hydrant Assembly	13	EA	\$ 8,555.48	\$ 111,221.24	55.07%	\$ 61,249.54	\$ 49,971.70
Single Water Short Service (Polk County)	27	EA	\$ 1,050.83	\$ 28,372.41	46.86%	\$ 13,295.31	\$ 15,077.10
Single Water Long Service (Polk County)	7	EA	\$ 1,069.30	\$ 7,485.10	46.85%	\$ 3,506.77	\$ 3,978.33
Double Water Short Service (Polk County)	15	EA	\$ 2,047.04	\$ 30,705.60	47.78%	\$ 14,671.14	\$ 16,034.46
Double Water Long Service (Polk County)	29	EA	\$ 2,104.70	\$ 61,036.30	43.11%	\$ 26,312.75	\$ 34,723.55
Testing And Bactees	1	LS	\$ 14,025.60	\$ 14,025.60	0.00%	\$ -	\$ 14,025.60
Total Potable Water				\$ 668,041.05		\$ 335,603.79	\$ 332,437.26
Reclaim Water							
8" Lateral Connect	1	EA	\$ 984.71	\$ 984.71	0.00%	\$ -	\$ 984.71
4" Lateral Connect	1	EA	\$ 780.12	\$ 780.12	0.00%	\$ -	\$ 780.12
8" DR18 Reclaimed Water Pipe	1815	LF	\$ 55.87	\$ 101,404.05	73.30%	\$ 74,329.17	\$ 27,074.88
4" DR18 Reclaimed Water Pipe	3462	LF	\$ 28.16	\$ 97,489.92	78.54%	\$ 76,568.58	\$ 20,921.34
8" MJ Cross	1	EA	\$ 1,140.35	\$ 1,140.35	35.19%	\$ 401.29	\$ 739.06
8" X 4" MJ Reducer	1	EA	\$ 604.07	\$ 604.07	38.13%	\$ 230.33	\$ 373.74
8" MJ 90 Bend	2	EA	\$ 887.72	\$ 1,775.44	88.46%	\$ 1,570.55	\$ 204.89
8" MJ 45 Bend	4	EA	\$ 715.59	\$ 2,862.36	60.51%	\$ 1,732.01	\$ 1,130.35
8" MJ 22.5 Bend	7	EA	\$ 699.31	\$ 4,895.17	67.85%	\$ 3,321.37	\$ 1,573.80
8" MJ 11.25 Bend	12	EA	\$ 707.84	\$ 8,494.08	60.90%	\$ 5,172.89	\$ 3,321.19
8" MJ Plug	2	EA	\$ 512.51	\$ 1,025.02	37.52%	\$ 384.59	\$ 640.43
4" MJ Plug	1	EA	\$ 379.97	\$ 379.97	37.51%	\$ 142.53	\$ 237.44
4" MJ Tee	1	EA	\$ 622.63	\$ 622.63	40.47%	\$ 251.98	\$ 370.65
4" MJ 90 Bend	2	EA	\$ 510.99	\$ 1,021.98	38.01%	\$ 388.45	\$ 633.53
4" MJ 45 Bend	12	EA	\$ 495.49	\$ 5,945.88	40.56%	\$ 2,411.65	\$ 3,534.23
4" MJ 22.5 Bend	1	EA	\$ 490.83	\$ 490.83	37.36%	\$ 183.37	\$ 307.46
4" MJ 11.25 Bend	18	EA	\$ 495.49	\$ 8,918.82	38.92%	\$ 3,471.20	\$ 5,447.62
8" MJ Gate Valve W/Box/Tag	5	EA	\$ 2,812.55	\$ 14,062.75	0.00%	\$ -	\$ 14,062.75
4" MJ Gate Valve W/Box/Tag	5	EA	\$ 1,715.75	\$ 8,578.75	0.00%	\$ -	\$ 8,578.75
Single Reclaimed Water Short Service (Polk County)	13	EA	\$ 1,011.41	\$ 13,148.33	47.58%	\$ 6,255.98	\$ 6,892.35
Single Reclaimed Water Long Service (Polk County)	9	EA	\$ 1,082.11	\$ 9,738.99	47.26%	\$ 4,602.65	\$ 5,136.34
Double Reclaimed Water Short Service (Polk County)	26	EA	\$ 2,017.39	\$ 52,452.14	47.08%	\$ 24,694.47	\$ 27,757.67
Double Reclaimed Water Long Service (Polk County)	24	EA	\$ 2,086.43	\$ 50,074.32	45.46%	\$ 22,763.79	\$ 27,310.53
Pressure Testing	1	EA	\$ 3,286.87	\$ 3,286.87	0.00%	\$ -	\$ 3,286.87
Total Reclaim Water				\$ 390,177.55		\$ 228,876.86	\$ 161,300.69
Site Excavation & Grading							
Grade Proposed Areas Utilizing Cut Materials And Imported Fill Placed And	1	LS	\$ 299,899.75	\$ 299,899.75	15.00%	\$ 44,984.96	\$ 254,914.79
Total Site Excavation & Grading				\$ 299,899.75		\$ 44,984.96	\$ 254,914.79

OPINION OF PROBABLE COST

FOX BRANCH PHASE 2
 POLK COUNTY
 PERFORMANCE BOND

Dewberry
 Date: 12/13/2024
 Rev'd Date:

DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT	WORK COMPLETED TO DATE		WORK REMAINING
					%	COST	
Sod & Hydrogradd							
Bahia Sod - Swale/Disturbed Areas/BOC	24542	SF	\$ 3.78	\$ 92,768.76	56.98%	\$ 52,859.64	\$ 39,909.12
Hydrograss Disturbed Areas	23	SF	\$ 2,536.14	\$ 58,331.22	100.00%	\$ 58,331.22	\$ -
Total Site Excavation & Grading				\$ 151,099.98		\$ 111,190.86	\$ 39,909.12
TOTAL FOX BRANCH PH 2				4,502,648.280		2,350,143.246	\$ 2,152,505.03
						TOTAL PERFORMANCE BOND @ 110%	\$ 2,367,755.54



Digitally signed by Christopher J Allen
 Reason: This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
 Date: 2024.12.17 15:18:32-05'00'

Christopher J Allen, P.E. Florida Registration No. 77719 Date: 9/16/2024
 Project Manager
 Dewberry Engineers Inc.
 800 N. Magnolia Ave. Ste. 1000
 Orlando, Florida 32803
 Certificate of Authorization No. 8794



Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1631139

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, both Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, do hereby nominate, constitute, and appoint:

Kathryn Pryor, Jennifer Godere, Gentry Stewart, Michelle Anne McMahon, Rebecca Sanford, Sarah Murtha, Connor Wolpert, Jonathan Gleason, Nicholas Miller, Doritza Mojica, Richard Hackner, Robyn Salley, Chad Johnson

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$150,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 8th day of June 2022.

RESOLVED, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Maria Duhart, Pat Dougherty, David Maguire and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this December 30th, 2024.



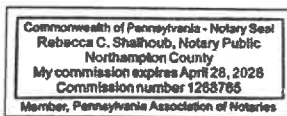
XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

by: *Kevin M. Mirsch*
Kevin M. Mirsch, SECRETARY

Attest: *David Maguire*
David Maguire, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 30th day of December, 2024, before me personally came Kevin Mirsch to me known, who, being duly sworn, did depose and say: that he is Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub
Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, David Maguire, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this *31st* day of *January 2025*



David Maguire
David Maguire, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 12/30/2026

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: Chrissy Irons, Development Coordinator II

From: Marty Waring, Inspector

Project Name: Fox Branch Ranch Phases 1 & 2

Project #: LDRES-2022-34

DATE: 1/29/2026

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.