

RESIDENTIAL MAINTENANCE BOND Bond No. 0270990

KNOWN ALL MEN BY THESE PRESENTS, That we, Forestar (USA) Real Estate Group Inc., as Principal, and Berkley 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, as Obligee, in the sum of Four Hundred One Thousand One and 61/100 (\$ 401,001.61) 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 Fox Branch 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

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Oblige 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 Oblige, including attorney's fees and costs, 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. 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 to the addresses listed below:

The Surety at:

Berkley Insurance Company
475 STEAMBOAT ROAD
GREENWICH, CT 06830

The Principal at:

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

The Oblige at:

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

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Oblige if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 18th day of August, 2025.

R. Bronson

Witness

R. Bronson

Printed Name

Joshua Travis

Witness

Joshua Travis

Printed Name

Tosh Siao

Witness

Tosh Siao

Printed Name

Leslie Grimes

Witness

Leslie Grimes

Printed Name

PRINCIPAL:

Forestar (USA) Real Estate Group Inc.
Name of Corporation

By: Alex Madison

Alex Madison
Printed Name

Title: Division President
(SEAL)

SURETY:

Berkley Insurance Company
Name of Corporation

By: Noah William Pierce

Noah William Pierce
Printed Name

Title: Attorney-In-Fact
(SEAL)



(Attach picture of attorney)

Fox Branch Phase 1 (LDRES-2022-34)



Polk County

Maintenance Bond - Schedule of Values

Date: 5/13/2025

Rev'd Date: 5/20/2025

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SYSTEM				\$ 726,786.58
8" DR26 Sanitary Pipe	LF	4952	\$ 43.95	\$ 217,640.40
4' Ø Sanitary Manhole 0-6' (Polk County)	EA	2	\$ 7,238.00	\$ 14,476.00
4' Ø Sanitary Manhole 6-8' (Polk County)	EA	7	\$ 8,165.61	\$ 57,159.27
4' Ø Sanitary Manhole 8-10' (Polk County)	EA	3	\$ 9,280.86	\$ 27,842.58
4' Ø Sanitary Manhole 10-12' (Polk County)	EA	4	\$ 10,342.15	\$ 41,368.60
4' Ø Sanitary Manhole 12-14' (Polk County)	EA	2	\$ 12,082.67	\$ 24,165.34
4' Ø Sanitary Manhole 14-16' (Polk County)	EA	6	\$ 13,073.94	\$ 78,443.64
4' Ø Sanitary Manhole 16-18' (Polk County)	EA	1	\$ 13,881.76	\$ 13,881.76
5' Ø Sanitary Manhole (DROP) 12-14' (Polk County)	EA	1	\$ 33,558.23	\$ 33,558.23
5' Ø Sanitary Manhole (DROP) 14-16' (Polk County)	EA	1	\$ 37,153.94	\$ 37,153.94
5' Ø Sanitary Drop Manhole (LINED) 16-18' (Polk County)	EA	2	\$ 34,108.89	\$ 68,217.78
Single Sanitary Service (Polk County)	EA	31	\$ 1,196.67	\$ 37,096.77
Double Sanitary Service (Polk County)	EA	39	\$ 1,860.31	\$ 72,552.09
Tract Z-1 Single Sanitary Service (Polk County)	EA	1	\$ 3,230.18	\$ 3,230.18
Force Main				\$ 376,235.76
8" Lateral Connect	EA	1	\$ 1,560.57	\$ 1,560.57
8" DR18 Force Main Green Pipe	LF	3824	\$ 59.05	\$ 225,807.20
6" DR18 Forcemain Green Pipe	LF	1132	\$ 37.73	\$ 42,710.36
Misc Fittings	LS	1	\$ 78,045.41	\$ 78,045.41
8" MJ Gate Valve W/Box/Tag	EA	5	\$ 2,808.27	\$ 14,041.35
ARV Valve/Box/Tag W/Vault	EA	1	\$ 14,070.87	\$ 14,070.87
LIFT STATION				\$ 945,740.07
Wet Well	LS	1	\$ 220,841.00	\$ 220,841.00
Pumps & Panel	LS	1	\$ 308,964.00	\$ 308,964.00
Electrical	LS	1	\$ 94,600.00	\$ 94,600.00
Plumbing	LS	1	\$ 89,250.00	\$ 89,250.00
Odor Control	LS	1	\$ 58,600.00	\$ 58,600.00
Sitework	LS	1	\$ 38,420.00	\$ 38,420.00
Dewatering	LS	1	\$ 92,000.00	\$ 92,000.00
Labor	LS	1	\$ 43,065.07	\$ 43,065.07
POTABLE WATER				\$ 1,115,601.47
12" Lateral Connect	EA	1	\$ 1,612.48	\$ 1,612.48
12" DR18 Water Main	LF	4184	\$ 89.90	\$ 376,141.60
8" DR18 Water Pipe	LF	2949	\$ 52.95	\$ 156,149.55
6" DR18 Water Pipe	LF	954	\$ 37.68	\$ 35,946.72
Misc Fittings	LS	1	\$ 112,672.92	\$ 112,672.92
12" MJ Gate Valve W/Box/Tag	EA	10	\$ 5,300.11	\$ 53,001.10
8" MJ Gate Valve W/Box/Tag	EA	10	\$ 2,808.27	\$ 28,082.70
6" MJ Gate Valve W/Box/Tag	EA	1	\$ 1,966.16	\$ 1,966.16
Blowoff Assembly	EA	5	\$ 2,783.54	\$ 13,917.70
Sample Point	EA	9	\$ 2,112.98	\$ 19,016.82
Fire Hydrant Assembly	EA	22	\$ 8,555.48	\$ 188,220.56

Fox Branch Phase 1 (LDRES-2022-34)



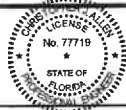
Polk County

Maintenance Bond - Schedule of Values

Date: 5/13/2025

Rev'd Date: 5/20/2025

DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ARV Valve W/Vault	EA	1	\$ 13,721.97	\$ 13,721.97
Single Water Short Service (Polk County)	EA	23	\$ 1,050.83	\$ 24,169.09
Single Water Long Service (Polk County)	EA	10	\$ 1,069.30	\$ 10,693.00
Double Water Short Service (Polk County)	EA	20	\$ 2,047.04	\$ 40,940.80
Double Water Long Service (Polk County)	EA	18	\$ 2,104.70	\$ 37,884.60
Tract Z-1 Water Service	EA	1	\$ 1,463.70	\$ 1,463.70
RECLAIM WATER				\$ 845,652.24
12" Lateral Connect	EA	1	\$ 1,612.48	\$ 1,612.48
12" DR18 Reclaimed Water Pipe	LF	3565	\$ 93.17	\$ 332,151.05
8" DR18 Reclaimed Water Pipe	LF	260	\$ 55.87	\$ 14,526.20
6" DR18 Reclaimed Water Pipe	LF	335	\$ 39.55	\$ 13,249.25
4" DR18 Reclaimed Water Pipe	LF	3776	\$ 28.16	\$ 106,332.16
Misc Fittings	LS	1	\$ 174,790.64	\$ 174,790.64
12" MJ Gate Valve W/Box/Tag	EA	6	\$ 5,938.40	\$ 35,630.40
8" MJ Gate Valve W/Box/Tag	EA	2	\$ 2,812.55	\$ 5,625.10
6" MJ Gate Valve W/Box/Tag	EA	2	\$ 2,105.41	\$ 4,210.82
4" MJ Gate Valve W/Box/Tag	EA	11	\$ 1,715.75	\$ 18,873.25
ARV Valve W/Vault	EA	1	\$ 13,721.97	\$ 13,721.97
Single Reclaimed Water Short Service (Polk County)	EA	12	\$ 1,011.41	\$ 12,136.92
Single Reclaimed Water Long Service (Polk County)	EA	5	\$ 1,082.11	\$ 5,410.55
Double Reclaimed Water Short Service (Polk County)	EA	17	\$ 2,017.39	\$ 34,295.63
Double Reclaimed Water Long Service (Polk County)	EA	29	\$ 2,086.43	\$ 60,506.47
Irrigation Water Service Connection Lateral	EA	5	\$ 2,515.87	\$ 12,579.35
TOTAL				\$ 4,010,016.12
POLK COUNTY MAINTENANCE BOND @ 10%				\$ 401,001.61



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 an electronic copies.
Date: 2025.05.13 09:27:38-0400

Christopher J. Allen, P.E.

Florida Registration No. 77719

Date

Project Manager

Dewberry Engineers Inc.

800 N. Magnolia Ave. Ste. 1000

Orlando, Florida 32803

Certificate of Authorization No. 8794

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.