



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 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 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:**

Nationwide Mutual Insurance Company  
One Nationwide Blvd.  
Columbus, OH 43216

**The Principal at:**

KB Home Orlando LLC  
9102 Southpark Center Loop, Suite 100  
Orlando, FL 32819

**The Obligees 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 Obligees 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 13th day of February, 2025.

[Signature]  
Witness

Eileen Sesto  
Printed Name

[Signature]  
Witness

Stephen White  
Printed Name

[Signature]  
Witness

Jessica Iannotta  
Printed Name

[Signature]  
Witness

Kelly O'Malley  
Printed Name

PRINCIPAL:

KB Home Orlando LLC  
Name of Corporation

By: [Signature]

James Makrowsky  
Printed Name

Title: VP of Finance  
(SEAL)

SURETY:

Nationwide Mutual Insurance Company  
Name of Corporation

By: [Signature]

Kristin S. Bender  
Printed Name FL Non-Resident License No. W106984

Title: Attorney-in-Fact  
(SEAL)

(Attach power of attorney)



State of New Jersey }  
County of Morris } ss:


On February 13, 2025, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Kristin S. Bender

known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires April 16, 2029

  
April D Perez Notary Public  
April D Perez  
NOTARY PUBLIC  
State of New Jersey  
ID # 2445115  
My Commission Expires 4/16/2029



**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**ANNETTE AUDINOT; APRIL D PEREZ; FRANCESCA PAPA; JANINE A KAPPEN;  
JESSICA IANNOTTA; KELLY O'MALLEY; KIMBERLY LEONARD; KRISTIN S BENDER;  
TERRY ANN GONZALES-SELMAN;**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**UNLIMITED**

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda  
Notary Public, State of New York  
No. 01LA6427697  
Qualified in Kings County  
Commission Expires January 3, 2026

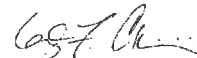


Notary Public  
My Commission Expires  
January 3, 2026

**CERTIFICATE**

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of February, 2025.



Assistant Secretary

**NATIONWIDE MUTUAL INSURANCE COMPANY  
AND SUBSIDIARIES AND AFFILIATES**

Consolidated Statutory Statements of Admitted Assets, Liabilities and Surplus

<i>(in millions)</i>	December 31,	
	2023	2022
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 20,643	\$ 21,716
Stocks	9,812	8,850
Mortgage loans, net of allowance	1,816	1,777
Owner occupied real estate, at cost (less accumulated depreciation of \$394 and \$408 as of December 31, 2023 and 2022, respectively)	282	296
Cash, cash equivalents and short-term investments	510	89
Other invested assets	7,085	6,731
<b>Total invested assets</b>	<b>\$ 40,148</b>	<b>\$ 39,459</b>
Premiums in course of collection	4,501	4,821
Corporate-owned life insurance	1,600	1,524
Deferred federal income tax asset	1,926	1,921
Other assets	1,652	1,760
<b>Total admitted assets</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Losses and loss expense reserves	\$ 17,821	\$ 17,247
Unearned premiums	8,488	8,906
Accrued expenses and taxes, other than federal income taxes	725	800
Agents' security compensation plan reserve	723	789
Other liabilities	3,099	2,829
<b>Total liabilities</b>	<b>\$ 30,856</b>	<b>\$ 30,571</b>
<b>Surplus</b>		
Surplus notes, net of unamortized issue discount of \$8 as of December 31, 2023 and 2022	\$ 3,546	\$ 3,546
Unassigned surplus	15,425	15,368
<b>Total surplus</b>	<b>\$ 18,971</b>	<b>\$ 18,914</b>
<b>Total liabilities and surplus</b>	<b>\$ 49,827</b>	<b>\$ 49,485</b>

See accompanying notes to the consolidated statutory financial statements.

**Certification**

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2023 and 2022 to the best of my knowledge and belief.

*Jamie Train*  
 \_\_\_\_\_  
 Jamie Train

*Affirmed and Subscribed before me by Jamie Train  
 on March 15, 2024 at Franklin county Ohio*

*Andrew Swartzel*



**ANDREW SWARTZEL**  
 NOTARY PUBLIC • STATE OF OHIO  
 Comm. No. 2021-RE-839107  
 My Commission Expires Oct. 24, 2026



CONSULTING. ENGINEERING. CONSTRUCTION.

## RESERVE AT FOREST LAKE

### Off-Site Improvements Cost

#### SUMMARY

	Amount
Earthwork	\$ 26,629.00
Paving	\$ 504,555.99
Water	\$ 56,809.80
Wastewater	\$ 37,137.44
Drainage	\$ 80,665.55
<b>TOTAL</b>	<b>\$ 705,797.78</b>
<b>10% Warranty Amount</b>	<b>\$ 70,579.78</b>

Note: Based on Contractor's final Pay app.

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**David Gastel**  
Atwell, LLC  
License No. 78111



Digitally signed by David G Gastel  
DN: CN=David G Gastel,  
c=US, ou=ATWELL, cn=David G Gastel,  
o=ATWELL, email=D.Gastel@atwell-group.com

Location: This item has been electronically signed and sealed by David Gastel, PE using a Digital Signature and date. Printed Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.  
Reason: Digitally signed by David Gastel DN: E=D.Gastel@atwell-group.com, CN=David Gastel, OU=ATWELL Group, LLC, L=Orlando, ST=FL, C=US  
Contact Info: Email: dgastel@atwell-group.com  
Date: 2025.01.14 15:33:35-0700

## EARTHWORK

Description	Quantity	Unit	Unit Price	Total
EXCAVATE AND GRADE	1,204	LF	\$ 4.75	\$ 5,719.00
EXCAVATE AND PLACEMENT	1,640	CY	\$ 12.75	\$ 20,910.00
			<b>EARTHWORK TOTAL =</b>	<b>\$26,629.00</b>



## PAVING

Description	Quantity	Unit	Unit Price	Total
MOT	1	LS	\$ 36,162.20	\$ 36,162.20
DEMO DRIVEWAYS	990	SY	\$ 4.75	\$ 4,702.50
SAWCUT ASPHALT	150	LF	\$ 3.85	\$ 577.50
1" MILL EXISTING	5,566	SY	\$ 6.00	\$ 33,397.50
ASPHALT 2"	2,090	SY	\$ 23.52	\$ 49,156.80
ASPHALT 1.25"	5,200	SY	\$ 15.00	\$ 78,000.00
LIMEROCK FULL DEPTH	3,855	SY	\$ 35.28	\$ 136,004.40
STABILIZED SHOULDER	170	SY	\$ 7.02	\$ 1,193.40
CRUSHED CONCRETE FD	2,785	SY	\$ 7.27	\$ 20,246.95
TYPE F CURB	390	LF	\$ 34.87	\$ 13,599.30
D CURB	40	LF	\$ 23.35	\$ 934.00
5' SIDEWALK 4" THICK	1,100	LF	\$ 36.98	\$ 40,678.00
5' WHEEL CHAIR RAMP	3	EA	\$ 1,660.93	\$ 4,982.79
R/W GRADING	4,220	SY	\$ 0.81	\$ 3,418.20
R/W SOD	4,220	SY	\$ 3.06	\$ 12,913.20
SWALE GRADING	860	SY	\$ 1.18	\$ 1,014.80
SWALE SOD	860	SY	\$ 3.39	\$ 2,915.40
RETAINING WALL	549	SF	\$ 54.95	\$ 30,167.55
FDOT 515-070 HANDRAIL	130	LF	\$ 138.95	\$ 18,063.50
SIGNS & PAVEMENT MARKINGS OS	1	LS	\$ 16,428.00	\$ 16,428.00
			<b>TOTAL PAVING =</b>	<b>\$504,555.99</b>

**WATER**

Description	Quantity	Unit	Unit Price	Total
12" DIRECTIONAL BORE	80	LF	\$ 359.55	\$ 28,764.00
2" JUMPER	1	EA	\$ 3,410.89	\$ 3,410.89
12" X 12" WET TAP	1	EA	\$ 13,346.89	\$ 13,346.89
AIR RELEASE VALVE	1	EA	\$ 11,288.02	\$ 11,288.02
			<b>WATER TOTAL = \$</b>	<b>56,809.80</b>

## WASTEWATER

Description	Quantity	Unit	Unit Price	Total
8" WET TAP	1	EA	\$ 14,867.04	\$ 14,867.04
8" DIRECTIONAL BORE	80	LF	\$ 278.38	\$ 22,270.40
			<b>WASTEWATER TOTAL =</b>	<b>\$ 37,137.44</b>

## DRAINAGE

Description	Quantity	Unit	Unit Price	Total
DEMO 12" CMP & MES	50	LF	\$ 29.16	\$ 1,458.00
DEMO 30" RCP	20	LF	\$ 85.48	\$ 1,709.60
MODIFY EXISTING HEADWALL	1	LS	\$ 3,805.95	\$ 3,805.95
TIE TO EXISTING STRUCTURE	1	LS	\$ 5,485.95	\$ 5,485.95
14" X 23" ERCP	231	LF	\$ 73.91	\$ 17,073.21
TYPE C INLET	2	EA	\$ 8,009.68	\$ 16,019.36
TYPE E INLET	1	EA	\$ 5,371.17	\$ 5,371.17
J MANHOLE	1	EA	\$ 10,028.58	\$ 10,028.58
24"38" ERCP	71	LF	\$ 218.94	\$ 15,544.74
14" X 23" MES	1	EA	\$ 1,710.65	\$ 1,710.65
24"38" MES	1	EA	\$ 2,458.34	\$ 2,458.34
			<b>DRAINAGE TOTAL = \$</b>	<b>80,665.55</b>



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, Project Coordinator II

**From:** Michael Phillips, Inspector

**Project Name:** Reserve at Forest Lake: Chalet Suzanne Turn Lane

**Project #:** LDNON-2022-154

**PCUMD Project #**

**DATE:** 2/7/2025

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.