

RESOLUTION NO. 24-06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, MAKING FINDINGS; CONFIRMING THE ACCEPTANCE OF IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/TOWN OF DUNDEE AS NOTATED ON THAT CERTAIN PLAT ENTITLED “SEASONS AT HILLTOP SUBDIVISION” RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 12478, PAGE(S) 1665-1705, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AUTHORIZING THE RELEASE OF THE SECURITY POSTED TO GUARANTEE COMPLETION OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SEASONS AT HILLTOP SUBDIVISION AND ACCEPTING A MAINTENANCE BOND FOR CERTAIN ITEMS OF INFRASTRUCTURE AND IMPROVEMENTS WITHIN THE SEASONS AT HILLTOP SUBDIVISION: PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER’S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Dundee (the “Town”) is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act (F.S. Chapter 166) and Article VIII, §2 of the Florida Constitution; and

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166, Florida Statutes, the Town is vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes; and

WHEREAS, Richmond American Homes of Florida, LP, an active Foreign Limited Partnership, is the owner of the below-described lands and submitted that certain plat entitled “Seasons at Hilltop Subdivision” (the “Plat”) for approval for filing by the Town Commission of the Town of Dundee, and

WHEREAS, the owner, Richmond American Homes of Florida, LP, provided an acceptable performance bond (the “Performance Bond”) issued by the Argonaut Insurance Company in the amount of \$660,177.65, in favor of the Town of Dundee; and

WHEREAS, a copy of the Performance Bond is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, on September 13, 2022, pursuant to Florida law, the Town of Dundee Code of Ordinances, and the Town of Dundee Land Development Code, the Owner requested and that the Town Commission of the Town of Dundee reviewed and conditionally approved the Plat for filing and conditionally accepted dedications notated thereon; and

WHEREAS, on September 13, 2022, the Town Commission of the Town of Dundee considered and approved Resolution No. 22-38 (the “Resolution”) which approved for filing that certain plat entitled “Seasons at Hilltop Subdivision” subject to certain conditions/performance items; and

WHEREAS, on October 10, 2022, as a condition of the Resolution, the Town of Dundee and Owner entered into that certain *Town of Dundee Developer’s Agreement Conditional Final Plat Approval Seasons at Hilltop Subdivision* (the “Agreement”); and

WHEREAS, copies of the Resolution and Agreement are attached hereto as **Composite Exhibit “B”** and made a part hereof by reference; and

WHEREAS, the Performance Bond was a material condition of the Resolution; and

WHEREAS, a copy of the Performance Bond is attached hereto as **Exhibit “A”** and made a part hereof by reference; and

WHEREAS, the Plat was recorded in Plat Book 12478, Pages 1665-1705, of the Public Records of Polk County, Florida; and

WHEREAS, a copy of the Plat is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, Town of Dundee staff and consultants have confirmed that, pursuant to all approved plans, all improvements for that subdivision known as “Seasons at Hilltop Subdivision” have been completed in accordance with Town standards, have passed all required tests, all certifications have been obtained, and the systems are fully operational pursuant to Town standards; and

WHEREAS, on September 26, 2022 the site Certificate of Completion (the “Certificate”) was issued by Town staff and/or consultants for all improvements identified in the Certified Subdivision Plan; and

WEHEREAS, a copy of the Certificate is attached hereto as **Exhibit “D”** and made a part hereof by reference; and

WHEREAS, all required conditions and/or performance items which were conditions of the Resolution including, but not limited to, road rights-of-ways, utility system(s), and stormwater management infrastructure and improvements have been satisfactorily performed and/or completed in accordance with applicable Town standards; and

WHEREAS, the Plat (see **Exhibit “C”**) includes improvements and dedications in favor of the general public and Town of Dundee, Florida; and

WHEREAS, pursuant to applicable law, the Resolution, and the Agreement (see **Composite Exhibit “B”**), a Maintenance Warranty Bond (the “Maintenance Bond”) is required in the amount of ten percent (10%) of the actual cost(s) of construction for all public improvements, to be in force for a period of one (1) year and thirty (30) days following acceptance by the Town, via resolution, of said public improvements and dedications; and

WHEREAS, on March 26, 2024, at a duly noticed public meeting, Town staff is requesting that the Town Commission of the Town of Dundee, Florida, accept the Maintenance Bond, release the Performance Bond, and confirm and ratify the Town of Dundee's affirmative acceptance of the improvements and dedications in favor of the public/Town of Dundee as notated on the plat entitled "Seasons at Hilltop Subdivision."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA:

Section 1. Incorporation of Recitals. The above-referenced factual recitals (WHEREAS clauses) and referenced exhibits are incorporated herein as true and correct statements which form a factual and material basis for the passage of this Resolution, and the Town Commission of the Town of Dundee, Florida, hereby adopts the above-referenced factual recitals as the legislative findings supporting the passage of this Resolution. The above factual recitals are hereby incorporated herein and serve as a factual and material basis for the passage of this Resolution.

Section 2. Acceptance. The Town Commission having been otherwise fully advised in the premises and having already approved said plat for filing hereby confirms and ratifies its acceptance of the dedications to the public/Town of Dundee as notated on the plat entitled "Seasons at Hilltop Subdivision" and recorded in Plat Book 12478, pages 1665-1705, of the Public Records of Polk County, Florida, as of November 8, 2022, which includes, but is not limited to, the utility easements and infrastructure in accordance with Chapter 177, Florida Statutes.

Section 3. Maintenance Bond. The Town Commission having accepted the completed infrastructure also accepts a Maintenance Bond, in the form attached hereto as **Exhibit "E"** and made a part hereof, issued by Argonaut Insurance Company in the amount of \$ 172,940.58 which shall warrant and indemnify for a period of one (1) year and thirty (30) days from the effective date of this Resolution accepting the improvements against all losses sustained resulting from defects in construction, design, or materials.

Section 4. Performance Bond. The Town Manager is hereby authorized to release the Performance Bond (see **Exhibit "A"**) which was issued for the completion of all required infrastructure and improvements in the said subdivision.

Section 5. Conflicts. All resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

Section 6. Severability. The provisions of this Resolution are severable. If any section, subsection, sentence, clause, phrase of this Resolution, or the application thereof shall be held invalid, unenforceable, or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby. The Town Commission of the Town of Dundee hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid, unenforceable, or unconstitutional, or unenforceable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be invalid, unenforceable, or unconstitutional, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

Section 7. Administrative Correction of Scriveners Errors. The administrative correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the Town Manager or his designee, without the need of consideration by the Town Commission of the Town of Dundee, by filing a corrected or recodified copy of same with the Town Clerk.

Section 8. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED AND ADOPTED at a duly called meeting of the Town Commission of the Town of Dundee, Florida, assembled on the 26th day of March, 2024.

TOWN OF DUNDEE

Samuel Pennant, Mayor

ATTEST WITH SEAL:

Trevor Douthat, Town Clerk

Approved as to form:

Frederick J. Murphy, Jr., Town Attorney

EXHIBIT "A"
Performance Bond-Page 1 of 4

PERFORMANCE BOND

Bond No. SUR0073680

KNOWN ALL BY THESE PRESENTS, That we, Richmond American Homes of Florida, LP, as Principal, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Six Hundred Sixty Thousand One Hundred Seventy Seven and 65/100ths (\$660,177.65) 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, the Town of Dundee Land Development Code (hereinafter the "ULDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items 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 Hilltop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference; and

WHEREAS, the Principal is required 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 Hilltop subdivision in accordance with the Plans and ULDC by September 1, 2024 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division and/or Town of Dundee Development Director, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by 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 perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will either 1) forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs or 2) tender the full penal sum of this Bond in exchange for a full release. Should the Surety fail or refuse to perform and complete the Improvements or tender the full penal sum of this

Initials KS

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EXHIBIT "A"
Performance Bond-Page 2 of 4

Bond in exchange for a full release, the Oblige, 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 Oblige, 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 Oblige should exercise such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Oblige the total cost of, including without limitation, construction, design, engineering, legal costs and fees, and any 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. Notwithstanding this Paragraph 3, the liability of the Surety shall terminate upon the Surety's tender of the full penal sum of this Bond.
4. **Applicable Law, Jurisdiction and Venue.** This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courtesy email to Surety.Claims@ArgoSurety.com

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Oblige at:

Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials KE

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EXHIBIT "A"
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IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 12th day of October, 2022.

Will Thorp
Witness

Will Thorp
Printed Name

Joshua Rivera
Witness

Joshua Rivera
Printed Name

Courtney Weiss
Witness

Courtney Weiss
Printed Name

Katie McConnell
Witness

Katie McConnell
Printed Name

PRINCIPAL:

Richmond American Homes of Florida, I.P.
a Colorado limited partnership
By: RAH of Florida, Inc., a Colorado
Corporation, its General Partner
Name of Corporation

By: Kenneth Smith

KENNETH SMITH
Printed Name

Title: Division President
(SEAL)



SURETY:

Argonaut Insurance Company
Name of Corporation

By: Richard H. Mitchell

Richard H. Mitchell
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials JS

EXHIBIT "A"
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Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert B. Freed, Alisa B. Ferris, Jeffrey M. Wilson, Robert M. Verdin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.



by:

Gary E. Grose

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy 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 Company, on the 12th day of October, 2022.



Austin W. King

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

COMPOSITE EXHIBIT "B"

TOWN OF DUNDEE DEVELOPER'S AGREEMENT
CONDITIONAL FINAL PLAT APPROVAL
SEASONS AT HILLTOP SUBDIVISION

RT: 807496

THIS TOWN OF DUNDEE DEVELOPER'S AGREEMENT CONDITIONAL FINAL PLAT APPROVAL SEASONS AT HILLTOP SUBDIVISION (hereinafter the "Agreement"), made this 10th day of October, 2022, by and between **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado Limited Partnership authorized to transact business in the State of Florida (hereinafter the "Developer") and the **TOWN OF DUNDEE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter the "Town").

FACTUAL RECITALS

WHEREAS, Town is a Florida municipal corporation vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and

WHEREAS, Town is vested with governmental, corporate and proprietary powers to enable municipal governments to conduct and perform municipal functions and render municipal services, including the exercise of any power for municipal purposes; and

WHEREAS, Developer is authorized to transact business in the State of Florida; and

WHEREAS, the State of Florida, Division of Corporations, Detail by Entity for the Developer are attached hereto as **Exhibit "A"** and made a part hereof by reference; and

WHEREAS, Developer is the fee simple owner of the land(s) identified by the Polk County Property Appraiser as Parcel Identification Number 272823-000000-013010 (the "Property"); and

WHEREAS, the Property was conveyed to the Developer by virtue of that certain Special Warranty Deed (the "Deed") dated November 3, 2021, and recorded in Official Records Book 11979, Page(s) 0250-0251, public records of Polk County, Florida; and

WHEREAS, a copy of the Deed is attached hereto as **Exhibit "B"** and made a part hereof by reference; and

WHEREAS, the *Seasons at Hilltop Subdivision* (the "Development"), which is located within the corporate limits of the Town of Dundee, will be constructed and/or developed on the Property; and

WHEREAS, on September 13, 2022, at the duly noticed public meeting of the Town of Dundee Town Commission, the Town Commission introduced and passed Resolution 22-38 (the "Resolution") conditionally approving the Final Subdivision Plat for the Development; and

WHEREAS, a copy of the Resolution is attached hereto as **Exhibit “C”** and made a part hereof by reference; and

WHEREAS, for purposes of ensuring the extension and availability of the Town’s utility services to the Development, the Town requested and received from the Developer’s Engineer for the Development an Engineer’s Certification of Cost for Construction and Engineer’s Certification of Remaining Cost of Construction (collectively referred to as the “Estimates”); and

WHEREAS, the Estimates provide, as follows: (1) the total cost for construction of the infrastructure and public improvements for the Development total One Million Seven Hundred Twenty-Nine Thousand Four Hundred Five Dollars and eighty cents (\$1,729,405.80); and (2) the total remaining cost(s) for the completion of the infrastructure and onsite public improvements for the Development total Five Hundred Twenty-Eight Thousand One Hundred Forty-Two Dollars and twelve cents (\$528,142.12); and

WHEREAS, Copies of the Estimates and supporting documentation are attached hereto as **Composite Exhibit “D”** and made a part hereof by reference; and

WHEREAS, Town and Developer acknowledge and agree that the Estimates have been reviewed and approved by the Town’s consulting engineer; and

WHEREAS, Town and Developer acknowledge and agree that the Town Commission approves the Estimates (see attached **Composite Exhibit “D”**) and finds that, in order to meet the increased demands for public facilities and services arising out of development growth, the Developer will be required to provide the Town with adequate performance security and adequate defect security; and

WHEREAS, Town and Developer acknowledge, represent, and agree that all roads, drainage, and utility infrastructure and/or facilities needed to support all phases of the Development shall be completed, inspected by the Town, accepted by the Town, and available for immediate use prior to the issuance of any certificates of occupancy for any structure(s) located on the Property (see attached **Exhibit “B”**); and

WHEREAS, Town and Developer acknowledge and agree that the *Declaration of Covenants, Conditions and Restrictions for Seasons at Hilltop* are recorded in Official Records Book 12422, Page(s) 1876-1949, public records of Polk County, Florida; and

WHEREAS, pursuant to Section 54-9 of the Code of Ordinances of the Town of Dundee, the Town may require a developer/owner to enter into a developer’s agreement which sets forth in detail the terms and conditions under which the Town will provide utility service(s) to the subject real property; and

WHEREAS, pursuant to Section 54-9 of the Town of Dundee Code of Ordinances and Section 6.01.07.04(4) of the Town of Dundee Land Development Code (“LDC”), a developer’s agreement may be required when, in the opinion of the Town, such an agreement is necessary to facilitate construction of extension(s) of the utility system; and

WHEREAS, Town and Developer acknowledge and agree that a developer's agreement may be entered into between the Town and Developer in order to set forth specific terms and/or requirements for the Development; and

WHEREAS, except as otherwise set forth by this Agreement, the Town and Developer acknowledge and agree that the Development shall comply with all applicable land development regulations in effect on the effective date of this Agreement unless otherwise provided herein; and

WHEREAS, Developer acknowledges, represents, and agrees that the Town's willingness to enter into this Agreement shall not be construed by the Developer and/or its successors and assigns as a waiver by the Town of applicable law; and

WHEREAS, Developer acknowledges and agrees that nothing contained in this Agreement shall be deemed, construed, or applied to cause the Town to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers; and

WHEREAS, Developer acknowledges, represents, and agrees that this Agreement is intended to and shall constitute a covenant running with the Property; and

WHEREAS, Town and Developer acknowledge and agree that, as a material condition of this Agreement, a certified copy of this Agreement, which is signed and executed by the Town and Developer, must be recorded in the Public Records of Polk County, Florida; and

WHEREAS, the parties acknowledge, represent and agree that the Town and Developer are not partners and/or joint venturers; and

WHEREAS, Town and Developer agree that, in order to ensure and guarantee that the necessary public facilities and services needed to support the Development, this Agreement was freely negotiated and voluntarily entered into by the parties; and

WHEREAS, the parties mutually agree that this Agreement is desirable and intended to ensure better coordination of government services; and

WHEREAS, Town and Developer represent and agree that good and valuable consideration has been received by the parties for entering into this Agreement, and the Town and Developer acknowledge the sufficiency of the consideration received; and

WHEREAS, the Town Commission of the Town of Dundee finds that this Agreement between the Town and Developer to be in the best interests of the public health, safety, and general welfare of the citizens and residents of the Town of Dundee, Florida; and

WHEREAS, this Agreement is entered into pursuant to the general and Municipal Home Rule powers of the Town and is therefore not a Development Agreement pursuant to Chapter 163 of the Florida Statutes.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

§1.0 **Recitals**. The foregoing factual recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the Town and Developer.

§2.0 **Purpose**. The purpose of this Agreement is to establish certain respective rights and obligations of the Town, Developer, and any successors-in-interest to the Town and Developer concerning the Development (as defined in §3.11).

§3.0 **Definitions**. Term(s) used in this Agreement and/or any exhibits incorporated herein and made a part hereof shall possess the meanings, interpretations and/or definitions assigned herein, provided however, that where one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning, as follows:

§3.1 **“Applicable Law”** means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

§3.2 **“Town”** means the Town of Dundee, Florida.

§3.3 **“Town Representative”** means the Town Manager, or her/his designated appointee, who is authorized to act on behalf of the Town in the administration of this Agreement. The Town Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.4 **“Developer”** means **RICHMOND AMERICAN HOMES OF FLORIDA, LP**, a Colorado Limited Partnership authorized to transact business in the State of Florida.

§3.5 **“Developer Representative”** any agent, employee and/or person with either apparent authority to act on behalf of Developer or the written authorization of Developer to act on its behalf in the administration of this Agreement. The Developer Representative does not have the authority to waive or modify any condition or term of this Agreement.

§3.6 **“Town Code”** means the Town of Dundee Code of Ordinances and Town of Dundee Land Development Code.

§3.7 **“Day(s)”** means calendar day unless specifically stated otherwise.

§3.8 **“Calendar Day(s)”** means any and all days in a 365-day calendar year.

§3.9 “*Business Day(s)*” means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.

§3.10 “*Town Commission*” means the duly elected Town of Dundee Town Commission and/or governing body of the Town of Dundee, Florida.

§3.11 “*Development*” means the design, construction, and improvements performed by the Developer for the SEASONS AT HILLTOP project which are the subject of this Agreement and located on, over, under and across the Property (see attached Exhibit “B”) and related to and/or arising out of the SEASONS AT HILLTOP SUBDIVISION.

§3.12 “*Effective Date*” means, for purposes of calculating time periods and the commencement of the term of this Agreement, the date on which this Agreement is approved by the Town Commission at a duly noticed public meeting.

§3.13 “*Term*” means the duration of this Agreement which shall commence on the Effective Date and shall expire and/or terminate in accordance with the provisions set forth in §17 of this Agreement.

§4.0 **Town Obligations.**

§4.1 Except as otherwise set forth by this Agreement and/or the Resolution (see attached Exhibit “C”) Pursuant to the Town Code (as defined by §3.6 of this Agreement) and Applicable Law (as defined by §3.1 of this Agreement), the Development (as defined by §3.11 of this Agreement) shall be subject to development review by the Town; and, in accordance with the development regulations set forth by the Town Code and Applicable Law, upon the payment of the applicable and required fee(s) by or on behalf of the Developer, the Town agrees to expeditiously review any and all requests for a development order and/or development and construction permit(s).

§4.2 The Town authorizes, agrees, and accepts the PERFORMANCE BOND (the “Bond”) as adequate performance security for the Development. A copy of the Bond is attached hereto as Exhibit “E” and made a part hereof by reference.

§4.3 The Bond shall be released by the Town when all platted improvements and infrastructure are installed, inspected, and approved, as follows:

§4.3.1 Town consulting engineer shall inspect and approve the construction and installation of the platted improvements and infrastructure;

§4.3.2 The Developer conveys all public utility infrastructure to the Town free and clear of all liens and encumbrances in a form and manner acceptable to the Town; and

§4.3.3 The Town Commission affirmatively accepts and approves the conveyance of all public utility infrastructure for the Development by resolution. For purposes of

this Agreement, *approval* shall occur upon the acceptance of all platted improvements and infrastructure by a duly adopted resolution of the Town Commission.

The provisions set forth in this Section (§4.3 of this Agreement) shall survive the termination of this Agreement.

§4.4 Town shall record this Agreement in the public records of Polk County no later than ten (10) Business Days following the Effective Date (as defined by §3.12 of this Agreement).

§5.0 **Public Facilities and Improvements.** The purpose of this section is to ensure that facilities and services needed to support the Development are available concurrent with the impacts of the Development.

§6.0 **Developer Obligations.** Pursuant to this Agreement, Town Code, and Applicable Law (as defined by §3.1 of this Agreement), the Developer shall apply for and obtain any and all required development orders, development permits and/or development approvals for the Development (as defined by §3.11 of this Agreement), and the Developer shall provide the Town with *adequate performance security* and *adequate defect security*.

§6.1 Developer shall perform, at its discretion, any and all due diligence related to the Development (as defined by §3.11 of this Agreement) it desires at its sole cost and expense.

§6.2 Developer shall be solely responsible for the payment of any and all cost(s) and expense(s) associated with the Development (as defined by §3.11 of this Agreement) which may include, but shall not be limited to, the cost(s) and expense(s) for surveying, engineering, design, permitting, construction, piping, hardware, and site restoration.

§6.3 Developer may utilize its agents, employees and/or third parties to accomplish its obligations under this Agreement. However, Developer shall remain responsible for the proper performance under this Agreement and shall take all steps necessary to ensure that its agents, employees and/or third parties perform as required by Applicable Law (as defined by §3.1 of this Agreement) and this Agreement.

§6.4 Developer shall keep in force and effect during the Term (as defined by §3.13 of this Agreement) of this Agreement public liability insurance, property damage insurance, worker's compensation insurance and other insurance coverages required by the Town for contractors performing work within the public rights-of-way. All insurance policies shall be reviewed by the Town Attorney and must be acceptable to the Town. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the Town shall be named as an additional insured.

§6.5 Developer shall be solely responsible for any and all maintenance and repair of the Development (as defined by §3.11 of this Agreement) in accordance with Applicable Law (as defined by §3.1 of this Agreement). As such, the Town shall have no responsibility and/or liability whatsoever to restore, pay for the removal, and/or pay the maintenance or repair of the

Development (as defined by §3.11 of this Agreement) unless the Town affirmatively accepts such responsibility by a duly adopted Resolution of the Town Commission.

§6.9 Developer shall provide *adequate defect security* which shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the Development that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten (10) percent (%) of the actual construction costs of improvements and/or other adequate written assurances (see attached **Composite Exhibit “D”**) for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the Town Attorney. The effective period for such security shall be one (1) year and thirty (30) days following the Town's acceptance of the installed platted improvements and infrastructure. Upon default, the Town may exercise its rights under this Agreement which includes, but shall not be limited to, the security instrument which requires, at a minimum, ten (10) days' written notice by certified mail to the parties to the instrument.

§6.10 On September 13, 2022, based on competent substantial evidence and pursuant to Section 6.03.01 of the Town Code, the Developer requested and the Town Commission approved with the adoption of the Resolution (see attached **Exhibit “C”**) the payment of a fee-in-lieu of dedicating land for parks and recreation. **The Town shall not issue any building permits prior to the receipt of cleared funds for the payment of the fee-in-lieu in the amounts set forth by the Resolution (see attached Exhibit “C”).**

§6.11 Developer shall not take any action which would subject any of the improvements and/or infrastructure constructed and/or located on the Property to liens, encumbrances, or any other interests by third parties.

§6.12 This Agreement shall be binding on Developer, its successors in interest, and permitted assigns.

§6.13 The maintenance obligations of the Developer under this §6 shall survive the termination of this Agreement.

§7.0 **Further Assurances.** Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

§8.0 **Binding Effect.** Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors,

notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or facsimile number shall be effective.

§11.0 **Applicable Law, Jurisdiction and Venue.** This Agreement and the rights and obligations of the Town and Developer shall be governed by Florida law. Venue for any litigation pertaining to or arising out of the subject matter hereof shall be exclusively in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§12.0 **No Effect on Code Violations; No Contract Zoning.** This Agreement shall not be interpreted to condone, authorize and/or permit any violation of the Town Code or Applicable Law (as defined by §3.1 of this Agreement). Further, this Agreement shall not be construed as the Town's authorization or acceptance of the status of the present existing structures or uses on the Property, nor shall it be construed as an attempt to contractually zone the Property.

§13.0 **Miscellaneous Provisions.**

§13.1 **Exhibits.** All exhibits annexed hereto are incorporated by reference and made a part of the Agreement.

§13.2 **Headings.** The heading(s) preceding the several section(s), paragraph(s) and article(s) hereof are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

§13.3 **Gender Neutral.** For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

§13.4 **Counterparts.** This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§13.5 **Calculation of Time.** The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date (as defined by §3.12 of this Agreement). For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

§13.6 **Authorization.** The parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§13.7 **Representations and Warranties.** Each party signing this Agreement represents and warrants that he/she/it has read, understands and acknowledges any and all of the terms, covenants, conditions and requirements set forth herein.

§13.8 **Modification.** This Agreement shall not be modified in any way, unless such modification is in the form of a written amendment properly executed by both the Town and Developer. No oral modifications will be effective or binding on either the Town or Developer regardless of whether the person(s) attempting to make such modifications appeared to have the authority to make such modification. Moreover, in the event state or federal law(s) are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with the terms of this Agreement, the parties agree to modify and/or amend this Agreement, to the extent necessary, in order for the parties to perform the obligations set forth herein.

§13.9 **Compliance with Applicable Law.** Developer shall comply with Applicable Law (as defined by §3.1 of this Agreement) in performing the obligations and requirements set forth by the Agreement.

§13.10 **Neutral Interpretation.** Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship or negotiation.

§13.11 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the parties agree that the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§13.12 **No Waiver.** Failure of the Town to enforce any right hereunder shall not be deemed a waiver of such right. The inaction or failure of the Town to address and/or remedy any breach of the covenants, conditions, and/or provisions of this Agreement shall not constitute a waiver of such Town's rights hereunder with respect to such action, non-action, and/or default. No covenant, condition or provision of this Agreement can be waived, except with the written consent of both the Town and Developer. Any such waiver, in one instance, shall not constitute a waiver of a subsequent default or for any other past, present or future default, unless the waiver expressly and specifically states and/or identifies such default.

§13.13 **Construction.** The parties acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in strict accordance with the terms, covenants and conditions set forth herein.

§13.14 **Time is of the Essence.** Time is of the essence for all of the provisions, conditions, and terms of this Agreement.

§13.15 **Relationship.** Developer shall at all times be acting as an independent contractor. Developer shall perform all its duties, responsibilities, and obligations in strict accordance with this Agreement as an Independent Contractor and shall not be considered an agent

of the Town, nor shall any of the Developer's subcontractors, suppliers and/or employees be considered agents of the Town. Developer shall be solely responsible to any and all subcontractors, suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing under this Agreement. Developer shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any and all personnel hired and/or employed by them for any injuries arising from and/or connected with any and all work and/or services performed under this Agreement, and Developer shall bear the sole responsibility and liability for furnishing any and all other employee benefits to any and all personnel and/or employees hired by them.

§13.16 **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

§13.16 **Conflicts.** In the event of any conflict between the terms of this Agreement and the Exhibits annexed and attached hereto, the terms of this Agreement shall control.

§14.0 **Public Records.** Developer covenants and agrees to:

§14.1 Keep and maintain public records required by the TOWN to perform the service(s) related to the Project and Development.

§14.2 Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

§14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Developer does not transfer the records to the TOWN.

§14.4 Upon completion of the Agreement, transfer, at no cost, to the TOWN all public records in possession of Developer or keep and maintain public records required by the TOWN to perform the service. If Developer transfers all public records to the TOWN upon completion of the Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

§14.5 If Developer does not comply with a public records request, TOWN shall enforce the Agreement which may include immediate termination of Agreement.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, EXT. 238, JGarcia@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

§14.6 The provisions set forth by this Section (§14 of this Agreement) shall survive the termination of this Agreement.

§15.0 **Developer Default.** The Developer shall execute this Agreement and perform in strict accordance with the provisions set forth herein. Subject to Applicable Law (as defined by §3.1 of this Agreement), in the event Developer fails to perform in strict accordance with the terms, conditions and/or provisions of this Agreement, the Town may, without further notice, presentment, and/or inquiry, seek *ex-parte* relief in a court of competent jurisdiction in and for Polk County, Florida. Any *ex-parte* order shall also include an award of attorneys' fees and costs arising out of the enforcement of this Agreement.

§16.0 **Enforcement Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to bankruptcy and/or appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

§17.0 **Remedies and Termination.**

§17.1 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

§17.2 This Agreement shall remain in effect until the earlier of the completion of the Development (as defined by §3.11 of this Agreement) or such time the Town Commission accepts by resolution all improvements, dedications, and/or onsite infrastructure.

§17.3 In the event the Development (as defined by §3.11 of this Agreement) and/or any improvements which are the subject of this Agreement are not in compliance with the conditions and technical requirements set forth by this Agreement and the Town Code, the Town may, at its option, seek any remedy available at law or in equity and/or perform the necessary work and thereafter render an invoice for services to Developer for reimbursement.

§17.3 In order to enforce the term(s) of the Agreement or challenge compliance of the Agreement, any party or aggrieved or adversely affected person (as defined in Section 163.3215(2), Florida Statutes) may file an action for injunctive relief in the state courts of Polk County, State of Florida, in the 10th Judicial Circuit.

§18.0 **Appropriations.** Neither this Agreement nor the obligations imposed upon the Town hereunder shall be or constitute an indebtedness or general obligation of the Town or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Town or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the Town or other Governmental Authority. The Developer agrees that the obligation of the Town to make any payments by the Town to Developer pursuant to this Agreement shall be subordinate to the obligations of the Town to pay debt service on any bonds issued by the Town prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the Town in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the Town in any fiscal year while this Agreement is in effect.

§19.0 **Town's Police Powers.** Developer acknowledges and agrees that the Town is prohibited from engaging in "contract zoning" or bartering away its legislative prerogative, and as such while Town will cooperate with Developer as set forth herein, this Agreement does not constitute an approval that would require the exercise of Town's legislative and/or quasi-judicial authority. Provided further, nothing in this Agreement shall serve to affect or limit Town's police powers in the exercise of zoning decisions or other governmental action associated with the Development or any development order associated therewith.

§20.0 **No Waiver of Sovereign Immunity.** Nothing herein is intended to act as a waiver of the Town's sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Contract.

§21.0 **Jury Trial.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED THEREUNDER, THE PERFORMANCE THEREOF, OR THE RELATIONSHIP CREATED THEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THE AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

§22.0 **Duty to Cooperate and Act in Good Faith.** The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties

shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

§23.0 **Recordation**. This Agreement shall constitute a covenant running with the Property and be recorded in the Public Records of Polk County, Florida.


The rest of this page left intentionally blank; signatures follow

Executed by the parties on the date shown adjacent thereto:


Developer:

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership

By: RAH of Florida, Inc., a Colorado corporation, its General Partner

 MARC RICHARDS
Witness

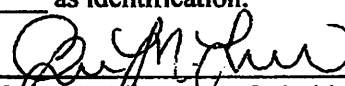
By: 
Kenny L. Smith, Division President

 STEVE A. WOOD
Witness

10/10/22
Date

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10th day of October, 2022, by Kenny L. Smith as Division President, of RAH of Florida, Inc., a Colorado Corporation, as General Partner of Richmond Homes of Florida LP, a Colorado limited partnership, on behalf of the company (check one) who is personally known to me or who has produced a _____ as identification.


Notary Public, State of Florida
Printed Name: Genevieve M. Labuda
My commission expires: January 20, 2026




Town of Dundee:

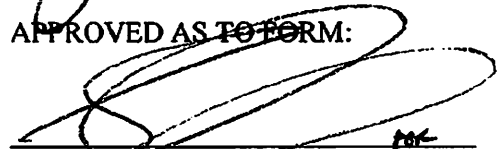
TOWN OF DUNDEE, FLORIDA

By: 
Sam Pennant, Mayor

ATTEST:


Jenn Garcia, Town Clerk

APPROVED AS TO FORM:


Frederick J. Murphy, Jr. Town Attorney



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Partnership
RICHMOND AMERICAN HOMES OF FLORIDA, LP

Filing Information

| | |
|-----------------------------|---------------------|
| Document Number | B03000000280 |
| FEI/EIN Number | 02-0701603 |
| Date Filed | 08/14/2003 |
| State | CO |
| Status | ACTIVE |
| Last Event | CANCEL ADM DISS/REV |
| Event Date Filed | 09/25/2006 |
| Event Effective Date | NONE |

Principal Address

10255 FORTUNE PKWY
BLDG 500, STE 150
JACKSONVILLE, FL 32256

Changed: 09/10/2019

Mailing Address

4350 SOUTH MONACO STREET
SUITE 500
DENVER, CO 80237

Changed: 04/30/2010

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 11/24/2004

Address Changed: 11/24/2004

General Partner Detail

Name & Address

Document Number F03000004056

EXHIBIT "A"
to Developer's Agreement

RAH OF FLORIDA, INC.
10255 Fortune Parkway, Bldg. 500, Suite 150
Jacksonville, FL 32256

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2020 | 04/27/2020 |
| 2021 | 04/19/2021 |
| 2022 | 03/10/2022 |

Document Images

| | |
|---|--|
| 03/10/2022 -- ANNUAL REPORT | View image in PDF format |
| 04/19/2021 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/04/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/09/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/24/2016 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2015 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/03/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2012 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2011 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2008 -- ANNUAL REPORT | View image in PDF format |
| 05/14/2007 -- ANNUAL REPORT | View image in PDF format |
| 09/25/2006 -- REINSTATEMENT | View image in PDF format |
| 05/31/2005 -- ANNUAL REPORT | View image in PDF format |
| 11/24/2004 -- Reg. Agent Change | View image in PDF format |
| 05/04/2004 -- ANNUAL REPORT | View image in PDF format |
| 08/14/2003 -- Foreign LP | View image in PDF format |

EXHIBIT "B"
to Developer's Agreement

INSTR # 2021295125
BK 11979 Pgs 0250-0251 PG(s)2
11/12/2021 07:29:43 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50
DEED DOC 11,914.00

This document prepared by and Return to:
Richmond American Homes of Florida LP
2822 Commerce Park Drive #100
Orlando, FL 32819

Grantee Tax ID# 33-1077984
Parcel Tax ID# 272823-000000-013010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED ("Deed") is made this 3 day of November, 2021, between HULLTOP GROVES, L.L.C., a Florida limited liability company, whose address is 5529 US 98N, Lakeland, FL 33809 ("Grantor"), and RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership, whose address is 2822 Commerce Park Drive, Suite 100, Orlando, Florida 32819 ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), to it in hand paid by the Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey unto the Grantee and the Grantee's heirs, successors and assigns forever, in fee simple absolute, all of Grantor's right, title, and interest in and to the following described land, situate, lying and being in Polk County, Florida, to wit ("Property"):

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 28 SOUTH, RANGE 27 EAST, LESS AND EXCEPT A STRIP OF LAND 15 FEET IN WIDTH OFF THE NORTHERLY, EASTERLY AND SOUTHERLY SIDES THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO LESS AND EXCEPT ADDITIONAL ROAD RIGHT-OF-WAY AS SHOWN IN DEED RECORDED IN OFFICIAL RECORDS BOOK 447, PAGE 570, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH all tenements, hereditaments, improvements, fixtures, and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the Property in fee simple forever.

GRANTOR covenants that at the time of delivery of this deed, except as set forth on Exhibit "A" hereto, the Property is free of any liens or encumbrances, and Grantor hereby specially warrant the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

[Signature Page Follows]

EXHIBIT "B"
to Developer's Agreement

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day, month and year first above written.

GRANTOR:

HILLTOP GROVES, L.L.C., a Florida limited liability company

WITNESSES:

Pam Chancey
Print Name: Pam Chancey

A. David Norris
Print Name: A. David Norris

By: Lee Saundero
Name: LEE SAUNDERO - HILLTOP GROVES, LLC
Title: MANAGER

STATE OF FLORIDA)
COUNTY OF Polk)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3 day of November 2021, by Lee Saundero of Hilltop Grove, L.L.C., a Florida limited liability company, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced: _____

Pamela G. Chancey
(Signature of Notary Public)

Pamela G. Chancey
(Print, Type, or Stamp Commissioned Name of Notary Public)



PAMELA G. CHANCEY
Commission # HH 010422
Expires October 15, 2024
Bonded Thru Budget Notary Services

My Commission expires: 10-15-2024

Affix Notary SEAL

Online Notary: (Check Box if acknowledgment done by Online Notarization)

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 1 of 8

RESOLUTION NO. 22-38

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF DUNDEE, FLORIDA, APPROVING THAT CERTAIN PLAT ENTITLED "SEASONS AT HILLTOP SUBDIVISION" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES AND APPLICABLE PROVISIONS OF THE TOWN OF DUNDEE CODE OF ORDINANCES AND TOWN OF DUNDEE UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR THE INCORPORATION OF RECITALS; PROVIDING FOR CONDITIONS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE REPEAL OF ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Richmond American Homes of Florida, LP (the "Owner" and/or "Applicant"), the owner of the lands described in Exhibit "A" attached hereto has submitted that certain plat entitled "Seasons at Hilltop Subdivision" (the "Plat") for approval for filing by the Town Commission of the Town of Dundee in accordance with Chapter 177 of the Florida Statutes, the Town of Dundee Code of Ordinances, and Sections 7.01.08 through 7.01.12 of the Town of Dundee Unified Land Development Code; and

WHEREAS, copies of the Plat are attached hereto as Composite Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Plat was reviewed by Town staff and Town consultants and, pursuant to said review, determined to meet the requirements of Chapter 177 of the Florida Statutes and applicable provisions of the Town of Dundee Unified Land Development Code and Dundee Code of Ordinances; and

WHEREAS, the proposed Seasons at Hilltop Subdivision (the "Subdivision") is to occur on approximately 19.2 acres of property identified by the Polk County Property Appraiser as Parcel Identification Number 272823-000000-013010 (see Exhibit "A"); and

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 2 of 8

WHEREAS, the Plat includes 74 single-family lots and 0.25 acres of recreational land to be owned and maintained by a Home Owner's Association and/or Property Owner's Association created and established in accordance with applicable Florida law; and

WHEREAS, on April 13, 2021, pursuant to Section 6.03.01 of the Town of Dundee Unified Land Development Code, the Town Commission approved the Owner's request for the payment of a \$15,250 fee in lieu of land dedication; and

WHEREAS, the Owner requests that the Plat for the be approved by the Town Commission of the Town of Dundee prior to all the Subdivision improvements and infrastructure being satisfactorily installed and/or constructed;

WHEREAS, on September 13, 2022, pursuant to Florida law and applicable provisions of the Town of Dundee Code of Ordinances, Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), the Owner requested and that the Town Commission of the Town of Dundee review and conditionally approve the Plat for filing; and

WHEREAS, pursuant to Florida law and applicable provisions of the Town of Dundee Code of Ordinances, Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), the Town Commission may by resolution, approve the Plat and dedication(s) and/or conditionally approve the Plat and dedications; and

WHEREAS, on September 13, 2022, the Town Commission of the Town of Dundee, Florida, held a public hearing to take action on the Plat.

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
Page 3 of 8

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF DUNDEE, FLORIDA:**

1. The provisions set forth in the factual recitals (whereas clauses) are hereby adopted by the Town Commission as the legislative findings and intent pertaining to this Resolution.
2. That certain plat entitled "Seasons at Hilltop Subdivision" and showing the following described property, to wit: See Exhibit "A", which is attached hereto and made a part hereof by reference, and Exhibit "B", which is attached hereto and made a part hereof by reference, was presented to the Town Commission for approval on the 13th day of September, 2022. The Town Commission having reviewed said plat and having been otherwise fully advised in the premises hereby approves said plat for filing in accordance with Chapter 177, Florida Statutes, and applicable provisions of the Town of Dundee Unified Land Development Code which includes, but is not limited to, any pending ordinance(s), and the Town of Dundee Code of Ordinances.
3. Approval of the plat entitled "Seasons at Hilltop Subdivision" is conditioned upon the Owner and Town of Dundee entering into a Developer's Agreement which shall provide for the Owner's completion of 100% of the improvements and infrastructure; the bonding requirements for both the performance bond and maintenance bond; and the concurrent recordation with the plat entitled "Seasons at Hilltop Subdivision" of the Declaration of Covenants, Conditions and Restrictions for the Seasons at Hilltop Subdivision.
4. Approval of the plat entitled "Seasons at Hilltop Subdivision" is conditioned upon the applicant paying the \$15,250 fee in lieu of parkland dedication approved by the Town Commission on April 13, 2021, at the time of approval of a final plat and according to the standards described in Section 6.03.01(a)(1)(c).

EXHIBIT "C"
to Developer's Agreement

**Resolution 22-38
Seasons at Hilltop Final Plat
Page 4 of 8**

- 5. The Town of Dundee does not accept the utility systems for the subject lands including but not limited to water, and wastewater systems until all such systems as may be constructed and/or noted on the plat have passed all required tests and all required certifications have been obtained and the systems are fully operational pursuant to Town standards. Further, no certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as required by the Town of Dundee Code of Ordinances are fully operational and have been accepted by the Town.**
- 6. All surface and/or storm water systems for the proposed subdivision shown on the plat being approved for filing herein shall be dedicated to the Homeowners Association established by or on behalf of the Seasons at Hilltop Subdivision shown on the plat being approved for filing herein which along with the developer shall have the sole responsibility for the maintenance, repair, and liability for the entire surface and/or storm water systems, including all collection, transmission, and piping components. It is the express intention of the Town of Dundee that it will not accept said surface and/or storm water systems.**
- 7. The Town Manager, or her designee, is hereby authorized to take any and all necessary action(s) to effectuate the acceptance of the infrastructure for the Seasons at Hilltop Subdivision which includes, but is not limited to, executing any documentation necessary and incidental to same.**
- 8. All Resolutions in conflict herewith are repealed in order to give this Resolution full force and effect.**
- 9. The provisions of this Resolution are severable. If any word, sentence, clause, phrase, or provision of this Resolution for any reason is declared by any court of**

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
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competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

10. The correction of typographical and/or scrivener's errors in this Resolution which do not affect the intent may be authorized by the Town Manager or his designee, without need of consideration by the Town Commission, by filing a corrected or recodified copy of same with the Town Clerk.
11. This Resolution shall take effect upon approval of the Developer's Agreement for the completion of infrastructure, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and duly recorded in the Public Records of Polk County, Florida.


INTRODUCED AND PASSED by the Town Commission of the Town of Dundee, Florida, in regular session this 13th day of September 2022.

TOWN OF DUNDEE

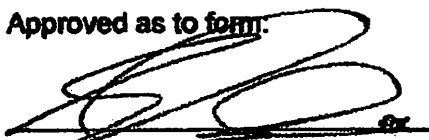


Mayor – Sam Pennant

ATTEST:


Town Clerk – Jenn Garcia

Approved as to form:



Town Attorney - Frederick J. Murphy, Jr.

EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
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RESOLUTION 22-38
EXHIBIT "A"
LOCATION MAP AND BOUNDARY SURVEY
Page 1 of 2

SEASONS AT HILLTOP SUBDIVISION AERIAL PHOTO MAP



EXHIBIT "C"
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RESOLUTION 22-38
EXHIBIT "A"
LOCATION MAP AND BOUNDARY SURVEY
Page 2 of 2

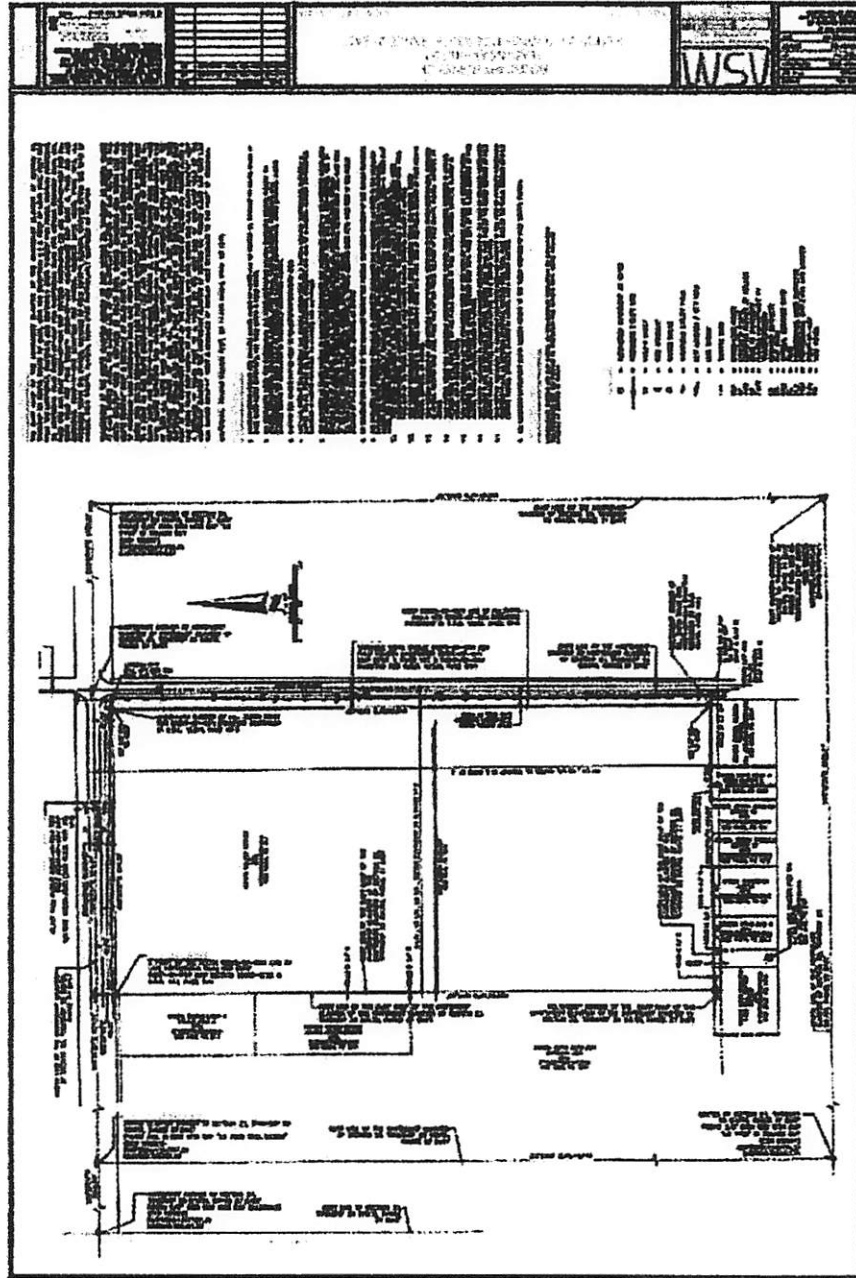
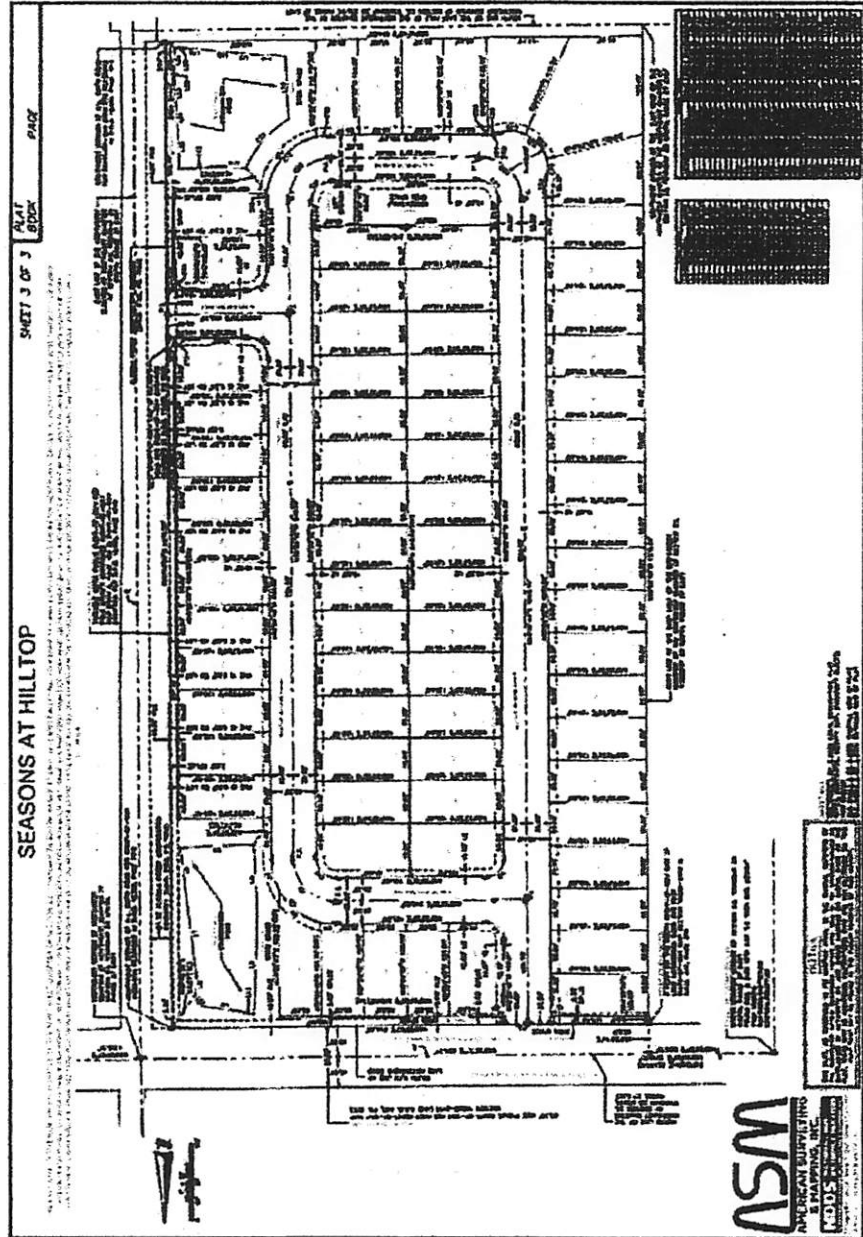


EXHIBIT "C"
to Developer's Agreement

Resolution 22-38
Seasons at Hilltop Final Plat
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RESOLUTION 22-38
EXHIBIT "B"
FINAL PLAT
Page 1 of 1



OCT 18 2022

PERFORMANCE BOND

Bond No. SUR0073680

KNOWN ALL BY THESE PRESENTS, That we, Richmond American Homes of Florida, LP, as Principal, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto the Town of Dundee, a municipal corporation organized and existing under the laws of the State of Florida, as Obligee, in the sum of Six Hundred Sixty Thousand One Hundred Seventy Seven and 65/100ths (\$660,177.65) 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, the Town of Dundee Land Development Code (hereinafter the "ULDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct the dedicated improvements, improvements, infrastructure and other items 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 Hilltop platted subdivision, in accordance with the ULDC, drawings, plans, specifications, and other applicable data and information (hereinafter collectively referred to as the "Plans") filed with the Town of Dundee, which the Plans are by reference incorporated into and made part of this Bond by reference: and

WHEREAS, the Principal is required 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 Hilltop subdivision in accordance with the Plans and ULDC by September 1, 2024 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division and/or Town of Dundee Development Director, upon the written approval and acceptance by the Obligee by resolution of the Town Commission of the Town of Dundee, this Bond shall be null and void. If the Improvements are not constructed by 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 perform all or any part of the Improvements within the time specified in Paragraph 1, above, the Surety, upon thirty (30) days written notice from the Obligee, or its authorized agent or officer, of the default, will either 1) forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs or 2) tender the full penal sum of this Bond in exchange for a full release. Should the Surety fail or refuse to perform and complete the Improvements or tender the full penal sum of this

Initials KS

Page 1 of 3

Bond in exchange for a full release. 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, construction, design, engineering, legal costs and fees, and any 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. Notwithstanding this Paragraph 3, the liability of the Surety shall terminate upon the Surety's tender of the full penal sum of this Bond.
4. **Applicable Law, Jurisdiction and Venue.** This Performance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in the Tenth Judicial Circuit in and for Polk County, Florida.
5. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courtesy email to Surety.Claims@ArgoSurety.com

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Obligee at:

Town of Dundee
202 East Main Street
Dundee, FL 33838

[Signatures appear on the next page]

Initials RF

Page 2 of 3

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 12th day of October, 2022.

Will Thorp
Witness

Will Thorp
Printed Name

[Signature]
Witness

Joshua Rivers
Printed Name

Courtney Weiss
Witness

Courtney Weiss
Printed Name

Katie McConnell
Witness

Katie McConnell
Printed Name

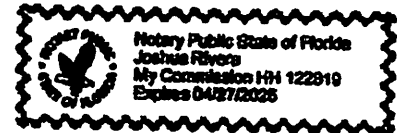
PRINCIPAL:

Richmond American Homes of Florida, I.P.
a Colorado limited partnership
By: RAH of Florida, Inc., a Colorado
Corporation, its General Partner
Name of Corporation

By: [Signature]

KENNETH SMITH
Printed Name

Title: Divisional President
(SEAL)



SURETY:

Argonaut Insurance Company
Name of Corporation

By: [Signature]

Richard H. Mitchell
Printed Name

Title: Attorney-in-Fact
(SEAL)

(attach power of attorney)

Initials [Signature]

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Mark W. Edwards II, Robert R. Freel, Alisha B. Ferris, Jeffrey M. Wilson, Robert M. Vardin, Richard H. Mitchell, Anna Childress

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



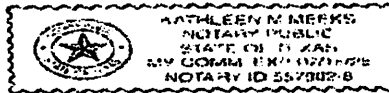
by:

Gary F. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy 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 Company, on the 12th day of October, 2022.



Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

COMPOSITE EXHIBIT "D"
to Developer's Agreement



October 6, 2022

Brenda Carter
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

Re: Seasons at Hilltop
Engineer's Certification of Cost for Construction

Dear Brenda:

This cost estimate is provided in support of the Maintenance Bond required by the Town of Dundee for acceptance of the public improvements associated with the Seasons at Hilltop subdivision. In my professional opinion, as a registered engineer in the State of Florida, the following information reflects the project's applicable construction costs. These costs were based on John M. Hall pay application number 5. The costs are as follows:

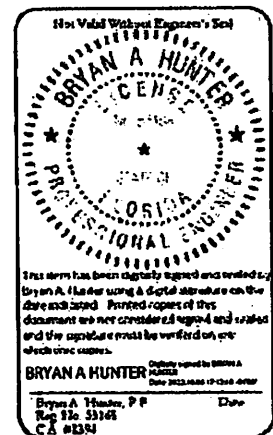
| | | |
|-------|--|------------------------|
| I. | Paving & Concrete (Onsite) | \$ 319,804.90 |
| II. | Sanitary Sewer (Not Including Lift Station & Gen.) | \$ 120,355.99 |
| III. | Lift Station | \$ 286,000.00 |
| IV. | Lift Station Generator | \$ 75,718.75 |
| V. | Storm Sewer | \$ 192,339.00 |
| VI. | Water System | \$ 207,985.00 |
| VII. | Grassing | \$ 90,211.50 |
| VIII. | Paving (Off-Site) | \$ 62,213.39 |
| IX. | Grassing (Offsite) | \$ 14,081.20 |
| X. | <u>Change Orders (Infrastructure Only)</u> | <u>\$ 360,696.07</u> |
| | TOTAL | \$ 1,729,405.80 |

A surety amount of **\$172,940.58** (\$1,729,405.80 x 10%) is proposed. Your review and approval of the proposed surety amount is requested.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan Hunter, P.E.
Hunter Engineering, Inc.



COMPOSITE EXHIBIT "D"
to Developer's Agreement



August 24, 2022

Brenda Carter
Town of Dundee – Development Services
124 Dundee Road
Dundee, Florida 33838

Re: Seasons at Hilltop
Engineer's Certification of Cost to Complete Construction

Dear Brenda:

The Developer of the Seasons at Hilltop project would like to complete the subdivision plat prior to completion of 100% of the improvements. In my professional opinion, as a registered engineer in the State of Florida, the following information reflects the remaining costs to complete the onsite improvements as of the date of this letter. These costs were based on John M. Hall pay application number 5. The remaining costs are as follows:

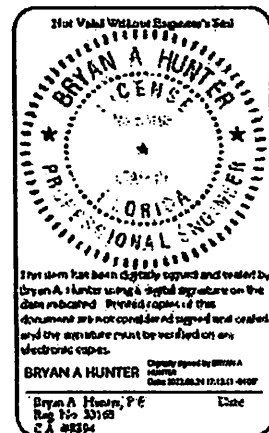
| | | |
|-------|---------------------------------|----------------------|
| I. | Paving & Concrete (Onsite) | \$ 123,233.00 |
| II. | Sanitary Lift Station | \$ 38,681.25 |
| III. | Sanitary Lift Station Generator | \$ 75,718.75 |
| IV. | Water System | \$ 6,790.00 |
| V. | Grassing | \$ 90,211.50 |
| VI. | Paving (Offsite) | \$ 13,959.28 |
| VII. | Grassing (Offsite) | \$ 14,081.20 |
| VIII. | Change Orders | \$ 32,827.74 |
| IX. | Wall | \$ 132,639.40 |
| | TOTAL | \$ 528,142.12 |

A surety amount of \$660,177.65 (\$528,142.12 x 125%) is proposed. Your review and approval of the proposed surety amount is requested.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan Hunter, P.E.
Hunter Engineering, Inc.



APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Richmond American Homes
 2822 Commerce Park Dr Suite 100
 Orlando FL 32718
 Contact: Tim Wheeler 407-405-5921

PROJECT: 21839
 Hilltop Subdivision - Dundee FL

APPLICATION NO.: 8
APPLICATION DATE: 07/25/21
PERIOD TO: 07/31/25

DISTRIBUTION TO:
 ___ OWNER
 ___ Engineer
 ___ CONTRACTOR

FROM CONTRACTOR:
 Jon M. Hall Company
 1400 Martin Luther King Jr Blvd
 Sanford FL 32771
 Ph: 407-215-0410

VIA ENGINEER:

CONTRACT DATE: 01/01/21

Vendor # 1190134

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the contract Construction sheets, as applicable, and attached

| | | |
|--|----------|------------------------|
| 1. ORIGINAL CONTRACT SUM | | <u>\$ 1,749,153.22</u> |
| 2. Net change by Change Orders | | <u>\$ 369,224.82</u> |
| 3. Contract Sum To Date (Line 1+2) | | <u>\$ 2,118,378.04</u> |
| 4. TOTAL COMPLETED AND STORED TO DATE (Column K on individual sheets) | | <u>\$ 1,703,232.19</u> |
| 5. RETAINAGE: | | |
| a. <u>10%</u> of completed work | | <u>\$ 170,323.22</u> |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | <u>\$ 1,532,908.97</u> |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | | <u>\$ 1,372,448.73</u> |
| 8. CURRENT PAYMENT DUE | | <u>\$ 160,460.24</u> |
| 9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 8) | \$ | <u>585,469.07</u> |

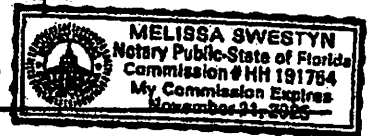
| CHANGE ORDER SUMMARY | ADDITION | DEDUCTIONS |
|--|-------------------|------------|
| Total changes approved in previous months by owner | 325,500.00 | |
| Total approved this month | - | |
| TOTALS | 325,500.00 | |
| NET CHANGES by Change Order | 325,500.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon M. Hall Company
 By: [Signature] Date: 7/28/2021
 Roy Rivers, President

State of: Florida
 County of: Seminole
 Subscribed and sworn to before me
 this 25th day of July, 2021.

Notary Public
 My Commission Expires



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data supporting this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
 (Amount represents if amount certified differs from the amount applied for - Initial all figures on this application and on the Construction Sheet that are changed to conform to the amount certified.)

Engineer: _____
 By: _____ Date: _____

COMPOSITE EXHIBIT "D"
 to Developer's Agreement

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certificate, is attached.

21033
HAM Type

Application No: 027822
Application Date: 02/25/22
Period To: 31

| A | A | B | C | D | E | F | G | H | I | | J | | K | L | M | N |
|-------------------|---------|--------------------------------------|----------|-----|---------------|-----------------|----------------------|----------------------|---------------|--------------|--------|---------|------------------------------|---------|---------|--------------|
| | | | | | | | | | WORTH | PERCENT | PERIOD | PERCENT | | | | |
| PROJECT COST CODE | ITEM NO | DESCRIPTION OF WORK | QTY | UOM | UNIT PRICE | ESTIMATED VALUE | QTY INSTALLED PERIOD | QTY INSTALLED PERIOD | WORTH | PERCENT | PERIOD | PERCENT | COMPLETED AND STORED TO DATE | PERCENT | PERCENT | RETAINAGE |
| 07 SANITARY SEWER | | | | | | | | | | | | | | | | |
| 33403 | 10310 | 6" PVC 12' - 6" | 1.00 | EA | \$ 2,750.00 | \$ 2,750.00 | 1.00 | | \$ 2,750.00 | | | | \$ 2,750.00 | 100% | | \$ 275.00 |
| 33403 | 10360 | 6" SDR35 PVC Genex Sewer Man 10'-6" | 765.00 | LF | \$ 26.00 | \$ 19,125.00 | 765.00 | | \$ 19,125.00 | | | | \$ 19,125.00 | 100% | | \$ 1,912.50 |
| 33403 | 10370 | 6" SDR35 PVC Genex Sewer Man 18'-6" | 330.00 | LF | \$ 28.00 | \$ 9,240.00 | 330.00 | | \$ 9,240.00 | | | | \$ 9,240.00 | 100% | | \$ 924.00 |
| 33403 | 10380 | 6" SDR35 PVC Genex Sewer Man 18'-10" | 604.00 | LF | \$ 27.00 | \$ 16,408.00 | 604.00 | | \$ 16,408.00 | | | | \$ 16,408.00 | 100% | | \$ 1,640.80 |
| 33403 | 10390 | 6" SDR35 PVC Genex Sewer Man 18'-7" | 703.00 | LF | \$ 28.00 | \$ 19,684.00 | 703.00 | | \$ 19,684.00 | | | | \$ 19,684.00 | 100% | | \$ 1,968.40 |
| 33403 | 10390 | 6" SDR35 PVC Genex Sewer Man 12'-14" | 68.00 | LF | \$ 48.50 | \$ 3,298.00 | 68.00 | | \$ 3,298.00 | | | | \$ 3,298.00 | 100% | | \$ 329.80 |
| 33403 | 10400 | 6" Sewer Manhole 10'-6" | 4.00 | EA | \$ 3,690.00 | \$ 14,760.00 | 4.00 | | \$ 14,760.00 | | | | \$ 14,760.00 | 100% | | \$ 1,476.00 |
| 33403 | 10410 | 6" Sewer Manhole 18'-6" | 2.00 | EA | \$ 4,950.00 | \$ 9,900.00 | 2.00 | | \$ 9,900.00 | | | | \$ 9,900.00 | 100% | | \$ 990.00 |
| 33403 | 10420 | 6" Sewer Manhole 18'-10" | 2.00 | EA | \$ 5,950.00 | \$ 11,900.00 | 2.00 | | \$ 11,900.00 | | | | \$ 11,900.00 | 100% | | \$ 1,190.00 |
| 33403 | 10430 | 6" Sewer Manhole 12'-14" | 2.00 | EA | \$ 4,950.00 | \$ 9,900.00 | 2.00 | | \$ 9,900.00 | | | | \$ 9,900.00 | 100% | | \$ 990.00 |
| 33403 | 10440 | Single Service | 8.00 | EA | \$ 625.00 | \$ 5,000.00 | 8.00 | | \$ 5,000.00 | | | | \$ 5,000.00 | 100% | | \$ 500.00 |
| 33403 | 10440 | Double Service | 33.00 | EA | \$ 825.00 | \$ 27,225.00 | 33.00 | | \$ 27,225.00 | | | | \$ 27,225.00 | 100% | | \$ 2,722.50 |
| 33403 | 10440 | Sewer Man TV Testing | 1.00 | LF | \$ 280,000.00 | \$ 280,000.00 | 0.50 | 0.10 | \$ 140,000.00 | \$ 28,000.00 | | | \$ 171,500.00 | 61% | | \$ 17,150.00 |
| 33403 | 10442 | 6" PVC Force Main | 373.00 | LF | \$ 19.00 | \$ 7,087.00 | 373.00 | | \$ 7,087.00 | | | | \$ 7,087.00 | 100% | | \$ 708.70 |
| 33403 | 10444 | Filters & Backflows | 1.00 | LF | \$ 6,490.00 | \$ 6,490.00 | 1.00 | | \$ 6,490.00 | | | | \$ 6,490.00 | 100% | | \$ 649.00 |
| 33403 | 10446 | 6" PVC Valve | 1.00 | EA | \$ 1,110.00 | \$ 1,110.00 | 1.00 | | \$ 1,110.00 | | | | \$ 1,110.00 | 100% | | \$ 111.00 |
| 33403 | 10448 | Genex Man Air Testing | 2,692.00 | LF | \$ 1.20 | \$ 3,230.40 | 1,500.00 | | \$ 1,800.00 | \$ 1,430.00 | | | \$ 3,230.40 | 100% | | \$ 323.04 |
| 33403 | 10450 | Genex Man TV Testing | 2,692.00 | LF | \$ 3.10 | \$ 8,345.20 | 1,500.00 | | \$ 4,650.00 | \$ 3,695.20 | | | \$ 8,345.20 | 100% | | \$ 834.52 |
| 33403 | 10470 | Genex Man Manhole | 2,692.00 | LF | \$ 0.82 | \$ 2,207.44 | 1,500.00 | | \$ 1,230.00 | \$ 730.44 | | | \$ 2,207.44 | 100% | | \$ 220.74 |
| 33403 | 10490 | Pressure Test Force Main | 1.00 | LS | \$ 480.00 | \$ 480.00 | 1.00 | | \$ 480.00 | | | | \$ 480.00 | 100% | | \$ 48.00 |
| 08 OTHER SEWER | | | | | | | | | | | | | | | | |
| 33503 | 10470 | 18" RCP 18'-6" | 118.00 | LF | \$ 33.00 | \$ 3,894.00 | 118.00 | | \$ 3,894.00 | | | | \$ 3,894.00 | 100% | | \$ 389.40 |
| 33503 | 10490 | 18" RCP 18'-6" | 690.00 | LF | \$ 40.00 | \$ 27,600.00 | 690.00 | | \$ 27,600.00 | | | | \$ 27,600.00 | 100% | | \$ 2,760.00 |
| 33503 | 10490 | 18" RCP 18'-10" | 390.00 | LF | \$ 41.50 | \$ 16,095.00 | 390.00 | | \$ 16,095.00 | | | | \$ 16,095.00 | 100% | | \$ 1,609.50 |
| 33503 | 10500 | 24" RCP 18'-6" | 282.00 | LF | \$ 35.00 | \$ 9,870.00 | 282.00 | | \$ 9,870.00 | | | | \$ 9,870.00 | 100% | | \$ 987.00 |
| 33503 | 10510 | 24" RCP 18'-10" | 495.00 | LF | \$ 37.00 | \$ 18,315.00 | 495.00 | | \$ 18,315.00 | | | | \$ 18,315.00 | 100% | | \$ 1,831.50 |
| 33503 | 10520 | 36" RCP 12'-14" | 61.00 | LF | \$ 60.00 | \$ 3,660.00 | 61.00 | | \$ 3,660.00 | | | | \$ 3,660.00 | 100% | | \$ 366.00 |
| 33503 | 10530 | 36" RCP 18'-14" | 67.00 | LF | \$ 61.50 | \$ 4,101.50 | 67.00 | | \$ 4,101.50 | | | | \$ 4,101.50 | 100% | | \$ 410.15 |
| 33503 | 10540 | 24" RCP 18'-6" | 108.00 | LF | \$ 110.00 | \$ 11,880.00 | 108.00 | | \$ 11,880.00 | | | | \$ 11,880.00 | 100% | | \$ 1,188.00 |
| 33503 | 10550 | 24" RCP 18'-6" | 1.00 | EA | \$ 2,270.00 | \$ 2,270.00 | 1.00 | | \$ 2,270.00 | | | | \$ 2,270.00 | 100% | | \$ 227.00 |
| TOTAL | | | | | | | | | | | | | | | | |
| | | | | | | \$ 332,870.00 | \$ 53,004.94 | \$ 287,865.06 | | | | | \$ 287,865.06 | 87% | | \$ 28,786.51 |

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
PARTICULARS AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificates, to be attached

21833
HMS Type

Application No:
Application Desc:
Filed To:

072622
072622
21

| A | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|-------------------------|----------|--|------|------|------------|-----------------------|----------------------|---------------------------|-----------------------------------|--------------------------|------------------------------------|--------|----------------------------|----------------|
| RECORDED COST CODE | ITEM NO. | DESCRIPTION OF WORK | CITY | UNIT | UNIT PRICE | SCHEDULED VALUE (C75) | QTY INSTALLED PERIOD | QTY INSTALLED THIS PERIOD | AMOUNT PREVIOUS APPLICATION (C75) | AMOUNT THIS PERIOD (C75) | COMPLETED AND ENTERED TO DATE (D4) | % (D7) | REMAINING TO BE PAID (F40) | RETAINED (G12) |
| 33903 | 10960 | Dial | GA | \$ | 3,000.00 | 3,000.00 | 2.00 | - | 3,000.00 | - | 3,000.00 | 100% | - | 600.00 |
| 33903 | 10970 | P4 CDR W/EL | GA | \$ | 4,180.00 | 18,780.00 | 4.00 | - | 18,780.00 | - | 18,780.00 | 100% | - | 1,670.00 |
| 33903 | 10960 | P4 CDR W/EL | GA | \$ | 4,640.00 | 27,640.00 | 6.00 | - | 27,640.00 | - | 27,640.00 | 100% | - | 2,784.00 |
| 33903 | 10990 | P Handoff | GA | \$ | 3,350.00 | 13,050.00 | 4.00 | - | 13,050.00 | - | 13,050.00 | 100% | - | 1,305.00 |
| 33903 | 10990 | 1P MESS | GA | \$ | 1,150.00 | 1,150.00 | 1.00 | - | 1,150.00 | - | 1,150.00 | 100% | - | 150.00 |
| 33903 | 10990 | 2P MESS | GA | \$ | 1,850.00 | 3,350.00 | 2.00 | - | 3,350.00 | - | 3,350.00 | 100% | - | 332.00 |
| 33903 | 10990 | 2P X 3P MESS | GA | \$ | 1,850.00 | 3,350.00 | 2.00 | - | 3,350.00 | - | 3,350.00 | 100% | - | 332.00 |
| 33903 | 10990 | 3P MESS | GA | \$ | 2,650.00 | 2,650.00 | 1.00 | - | 2,650.00 | - | 2,650.00 | 100% | - | 269.00 |
| 33903 | 10710 | Cable, P/wh & TV | LS | \$ | 7,800.00 | 7,800.00 | 1.00 | - | 7,800.00 | - | 7,800.00 | 100% | - | 780.00 |
| ON STORM SERVICE SYSTEM | | | | | | | | | | | | | | |
| 33903 | 10720 | W/EL Tap | EA | \$ | 4,250.00 | 4,250.00 | 1.00 | - | 4,250.00 | - | 4,250.00 | 100% | - | 425.00 |
| 33903 | 10720 | P PVC W/EL/wh/wh | LP | \$ | 21.00 | 81,850.00 | 2,650.00 | - | 81,850.00 | - | 81,850.00 | 100% | - | 8,185.00 |
| 33903 | 10770 | P/wh P/wh/wh Agency | EA | \$ | 5,500.00 | 23,000.00 | 6.00 | - | 23,000.00 | - | 23,000.00 | 100% | - | 3,300.00 |
| 33903 | 10420 | P/wh/wh & P/wh/wh | LP | \$ | 7,500.00 | 7,500.00 | 1.00 | - | 7,500.00 | - | 7,500.00 | 100% | - | 750.00 |
| 33903 | 10430 | P Gas Valve | EA | \$ | 2,000.00 | 12,000.00 | 6.00 | - | 12,000.00 | - | 12,000.00 | 100% | - | 1,200.00 |
| 33903 | 10440 | P Gas Valve | EA | \$ | 2,950.00 | 2,950.00 | 1.00 | - | 2,950.00 | - | 2,950.00 | 100% | - | 295.00 |
| 33903 | 10450 | 2-Draw OF Valve | EA | \$ | 7,250.00 | 7,250.00 | 1.00 | - | 7,250.00 | - | 7,250.00 | 100% | - | 725.00 |
| 33903 | 10460 | Boiler Service | EA | \$ | 800.00 | 4,000.00 | 5.00 | - | 4,000.00 | - | 4,000.00 | 100% | - | 400.00 |
| 33903 | 10470 | Boiler Service | EA | \$ | 1,750.00 | 6,440.00 | 3.00 | - | 6,440.00 | - | 6,440.00 | 100% | - | 644.00 |
| 33903 | 10990 | 2-Whse Service To LH Switch | EA | \$ | 1,570.00 | 1,570.00 | 1.00 | - | 1,570.00 | - | 1,570.00 | 100% | - | 157.00 |
| 33903 | 10990 | Temp. Pump | EA | \$ | 2,050.00 | 2,050.00 | 1.00 | - | 2,050.00 | - | 2,050.00 | 100% | - | 205.00 |
| 33903 | 10910 | Boiler Part | EA | \$ | 340.00 | 1,740.00 | 1.00 | - | 1,740.00 | - | 1,740.00 | 100% | - | 174.00 |
| 33903 | 10020 | Tot. And Chassis | LP | \$ | 3,450.00 | 3,450.00 | 1.00 | - | 3,450.00 | - | 3,450.00 | 100% | - | 345.00 |
| ON WATER SYSTEM SYSTEM | | | | | | | | | | | | | | |
| 10 RECAL WATER - N/A | | | | | | | | | | | | | | |
| 33903 | 10940 | Connect To Existing Gas Valve of Shutoff | EA | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 10950 | 4" DR18 PVC Repair Man | LP | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 10950 | 6" DR18 PVC Repair Man | LP | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 10970 | 4" Gas Valve | EA | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 10990 | 6" Gas Valve | EA | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 10990 | Flitters And Residential (Recess Man | LP | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 11000 | 4" X 2" Box-Off Assembly | EA | \$ | - | - | - | - | - | - | - | - | - | - |
| 33903 | 11010 | 4P Release Valve, NONE BROWN, NOT INCLUDED | EA | \$ | - | - | - | - | - | - | - | - | - | - |
| TOTAL | | | | | | | | | | | | | | |
| | | | | | | | | | | | \$ 294,184.00 | 57% | \$ 204,184.00 | \$ 204,184.00 |

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Construction Sheet
PERFECTATION AND CERTIFICATE FOR PAYMENT
Contractor's signed Certificate is attached.

3/2022
Item Top

Application No: 072822
Application Date: 07/14/22
Filed To: 31

| A | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|-----------------------------------|----------|---|-----------|-----|-----------|---------------------|---------------------|------------------------------|-----------------------------------|--------------------------|----------------------------------|-------|--------------------------|-----------------|
| Item Code | Item No. | Description of Work | Qty | UOM | UOM Price | Revised Value (C/F) | Qty Retained Period | Qty Not Retained This Period | Amount Previous Application (C/F) | Amount This Period (C/F) | Completed and Stored to Date (M) | % (M) | Retainage to Fresh (C/F) | Retainage (C/F) |
| 11 CONCRETE WORK | | | | | | | | | | | | | | |
| 32820 | 11020 | 7 CURB | 215.00 | LF | 24.00 | 5,160.00 | | | | | | 0% | 5,160.00 | |
| 32820 | 11020 | 2 ALUMIN CURB | 5,419.00 | LF | 13.00 | 70,447.00 | 5,419.00 | | 70,447.00 | | | 100% | | 70,447.00 |
| 32820 | 11070 | UTILITY CURB | 97.00 | LF | 57.00 | 5,529.00 | | 97.00 | 5,529.00 | | | 100% | | 5,529.00 |
| 32820 | 11080 | 4" EXPOSED CONCRETE CURB & URM ELEVATION CURB | 1,330.00 | LF | 24.00 | 31,920.00 | | | | | | 0% | 31,920.00 | |
| 32820 | 11100 | WEDGED IRON W/ DEPRESSION WINDING | 6.00 | EA | 1,190.00 | 7,080.00 | | | | | | 0% | 7,080.00 | |
| 32820 | 11110 | UM GROUND DRAINAGE (1/2" UNARMED CONC) | 77.00 | SR | 61.00 | 4,700.00 | | | | | | 0% | 4,700.00 | |
| 12 GRASSING | | | | | | | | | | | | | | |
| 32820 | 11120 | SEED & MULCH LOTS | 58,453.00 | SY | 0.30 | 17,535.90 | | | | | | 0% | 17,535.90 | |
| 32820 | 11130 | SEED POND BOTTOM | 2,100.00 | SY | 2.00 | 4,200.00 | | | | | | 0% | 4,200.00 | |
| 32820 | 11140 | SEED OPEN TRENCH | 1,316.00 | SY | 2.00 | 2,632.00 | | | | | | 0% | 2,632.00 | |
| 32820 | 11140 | SEED ROW | 8,000.00 | SY | 2.00 | 16,000.00 | | | | | | 0% | 16,000.00 | |
| 32820 | 11180 | SEED RESTORATION GRASS & SHRUBS | 2,528.00 | SY | 2.00 | 5,056.00 | | | | | | 0% | 5,056.00 | |
| 32820 | 11180 | SEED POND BERM | 6,070.00 | SY | 2.00 | 12,140.00 | | | | | | 0% | 12,140.00 | |
| 32820 | 11170 | SEED TWO STRIP BERMED CURB & SIDEWALK | 4,700.00 | SY | 2.00 | 9,400.00 | | | | | | 0% | 9,400.00 | |
| 13 CONCRETE SIDEWALK | | | | | | | | | | | | | | |
| OFF-SITE | | | | | | | | | | | | | | |
| 32820 | 11190 | GENERAL EXISTING ASPHALT | 2,000.00 | LF | 2.00 | 4,000.00 | 2,000.00 | | 4,000.00 | | | 100% | | 4,000.00 |
| 32820 | 11190 | DRAIN CONCRETE SHOULDER | 100.00 | LF | 10.00 | 1,000.00 | 100.00 | | 1,000.00 | | | 100% | | 1,000.00 |
| 14 CLEAR CRIBS BACKSTOP | | | | | | | | | | | | | | |
| EARTHWORK OFF-SITE: R2A | | | | | | | | | | | | | | |
| 32820 | 11200 | FRINGE ROW & BERM CURB | 2,816.00 | SY | 0.00 | 1,689.75 | | | | | | 0% | 1,689.75 | |
| 32820 | 11210 | FRINGE TRENCH | 2,200.00 | SY | 0.33 | 726.00 | | | | | | 0% | 726.00 | |
| 32820 | 11220 | FRINGE DRAINAGE ALIAS DRAIN | 130.00 | SY | 0.90 | 117.00 | | | | | | 0% | 117.00 | |
| 15 ENDURANT CRIBS BACKSTOP | | | | | | | | | | | | | | |
| PAVING OFF-SITE | | | | | | | | | | | | | | |
| 32820 | 11230 | TRAFFIC CONCRETE | 1.00 | LS | 10,700.00 | 10,700.00 | 0.00 | | 10,700.00 | | | 100% | | 10,700.00 |

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed Certificate, in electronic
format

21033
MM 194

Application No: 0725422
Application Date: 07/21/22
Period To: 21

| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|----------------------------|----------|----------------------------------|----------|-----|--------------|----------------------|--------------------|----------------------|--------------------|----------------------|----------------------|------|---------------------------|
| PROJECT COST CODE | ITEM NO. | DESCRIPTION OF WORK | QTY | UOM | UOM Price | RECORDED VALUE (C75) | QTY PARTIAL PERIOD | RECORDED VALUE (C75) | QTY PARTIAL PERIOD | AMOUNT APPLIED (C75) | AMOUNT APPLIED (C75) | DATE | PERCENTAGE TO FINAL (C75) |
| 12A GRASSING OFF-SITE | 11280 | 3rd Open Tired | 2294.00 | SY | 2.80 | 6,423.20 | | | | | | | 6.34120 |
| | 11280 | 3rd ROW | 2,816.00 | SY | 2.80 | 7,884.80 | | | | | | | 7.88480 |
| | 11280 | 3rd Disturbed Area Grubs | 120.00 | SY | 2.80 | 336.00 | | | | | | | 336.000 |
| | | Grassless Office Subtotal | | | | | | | | | | | |
| 14 OCP FEE - N/A | | | | | | | | | | | | | |
| 33400 | 30110 | Retention American Homes OCP Fee | 1.00 | LS | \$ 21,250.00 | \$ 21,250.00 | 0.00 | | | \$ 12,750.00 | | | 6.00000 |
| | | OCP FEE Subtotal | | | | | | | | | | | |
| ENGINEERING SERVICES - N/A | | | | | | | | | | | | | |
| 33300 | 00120 | Engineering Services | 1.00 | LS | \$ 27,697.50 | \$ 27,697.50 | 1.00 | | | \$ 27,697.50 | | | 100% |
| 33300 | 00130 | OCP Fee | 1.00 | LS | \$ 34,172.00 | \$ 34,172.00 | 1.00 | | | \$ 34,172.00 | | | 100% |
| | | OCP FEE Subtotal | | | | | | | | | | | |
| | | Overall CONTRACT TOTAL | | | | \$ 1,278,183.22 | | | | \$ 1,189,888.25 | | | \$ 1,278,183.22 |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|-------------------|----------|------------------------|------|-----|-----------------|----------------------|--------------------|----------------------|--------------------|----------------------|----------------------|------|---------------------------|
| PROJECT COST CODE | ITEM NO. | DESCRIPTION OF WORK | QTY | UOM | UOM Price | RECORDED VALUE (C75) | QTY PARTIAL PERIOD | RECORDED VALUE (C75) | QTY PARTIAL PERIOD | AMOUNT APPLIED (C75) | AMOUNT APPLIED (C75) | DATE | PERCENTAGE TO FINAL (C75) |
| 33300 | CO-01-01 | | 1.00 | US | \$ (101,814.11) | \$ (101,814.11) | 0.00 | | | \$ (91,214.49) | | | 90% |
| 33300 | CO-01-02 | Clear Grub & Strip | 1.00 | LS | \$ 734.75 | \$ 734.75 | 1.00 | | | \$ 734.75 | | | 100% |
| 33300 | CO-01-03 | Earthwork | 1.00 | LS | \$ 7,282.80 | \$ 7,282.80 | 1.00 | | | \$ 7,282.80 | | | 100% |
| | | OCP FEE Subtotal | | | | | | | | | | | |
| 33300 | CO-01-04 | Water System | 1.00 | LS | \$ 65,098.00 | \$ 65,098.00 | 1.00 | | | \$ 65,098.00 | | | 100% |
| 33300 | CO-01-05 | Concrete Work | 1.00 | LS | \$ 81,116.00 | \$ 81,116.00 | 1.00 | | | \$ 81,116.00 | | | 100% |
| 33300 | CO-01-06 | Office Price Increase | 1.00 | LS | \$ 78,951.50 | \$ 78,951.50 | 0.00 | | | \$ 90,941.20 | | | 90% |
| 33300 | CO-01-07 | Clear Grub & Strip | 1.00 | LS | \$ 82.50 | \$ 82.50 | 1.00 | | | \$ 82.50 | | | 100% |
| 33300 | CO-01-08 | Earthwork | 1.00 | LS | \$ 101.90 | \$ 101.90 | 0.00 | | | \$ 101.90 | | | 100% |
| 33300 | CO-01-09 | Water System | 1.00 | LS | \$ 131,231.00 | \$ 131,231.00 | 0.00 | | | \$ 109,994.08 | | | 83% |
| 33300 | CO-01-10 | Office Price Increase | 1.00 | LS | \$ 335,494.86 | \$ 335,494.86 | | | | \$ 289,285.27 | | | 86% |
| | | Overall CONTRACT TOTAL | | | | | | | | \$ 1,278,183.22 | | | \$ 1,278,183.22 |

COMPOSITE EXHIBIT "D"
to Developer's Agreement

Continuation Sheet
APPLICATION AND CERTIFICATE FOR PAYMENT
Containing Contractor's signed Certificate, is attached

51039
HW Top

Application No: 0702022
Application Date: 07/28/22
Period To: 07/28/22

| A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|-------|------------------------------|------|-----|--------------|---------------------|-------------------------|-------------------------------|----------------------|--------------------------|------------------------------------|---------|-------------------------|---------------|
| ROWNO | ITEM NO. | QTY | UOM | UOM PRICE | ORDERED VALUE (CET) | QTY - MATERIAL PROVIDED | CITY MATERIAL PROVIDED PERIOD | AMOUNT APPLIED (CET) | AMOUNT THIS PERIOD (CET) | COMPLETED AND STORED TO DATE (CET) | % (CET) | REMARKS TO PERIOD (CET) | REMARKS (CET) |
| 3282 | CO-01 | 1.00 | LS | \$ 419.83 | \$ 419.83 | 1.00 | | \$ 419.83 | \$ - | \$ 419.83 | 100% | | \$ 419.83 |
| | CO-02 | 1.00 | LS | \$ 33,894.00 | \$ 33,894.00 | 1.00 | | \$ 33,894.00 | \$ - | \$ 33,894.00 | 100% | | \$ 33,894.00 |
| | CO-03 | | | | \$ 34,913.83 | | | \$ 34,913.83 | \$ - | \$ 34,913.83 | 99% | | \$ 34,913.83 |
| 3305 | CO-01 | 1.00 | LS | \$ 119.89 | \$ 119.89 | | | \$ - | \$ - | \$ - | 0% | | \$ 119.89 |
| 3306 | CO-02 | 1.00 | LS | \$ 9,591.00 | \$ 9,591.00 | | | \$ - | \$ - | \$ - | 0% | | \$ 9,591.00 |
| | CO-03 | | | | \$ 9,710.89 | | | \$ - | \$ - | \$ - | 0% | | \$ 9,710.89 |
| | TOTAL OF ALL CHANGES ORDERED | | | | \$ 2,118,272.04 | | | \$ 1,804,903.83 | \$ 179,268.96 | \$ 1,702,235.19 | 80% | | \$ 418,445.86 |
| | GRAND TOTAL | | | | \$ 2,118,272.04 | | | \$ 1,804,903.83 | \$ 179,268.96 | \$ 1,702,235.19 | 80% | | \$ 418,445.86 |

Signed + Corrected.

**TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND**

MAR 12 2024

Seasons @ Hilltop.

Bond No. SUR0073680-M

KNOWN ALL MEN BY THESE PRESENTS, that we, Richmond American Homes of Florida, LP, as **Principal**, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Seventy Two Thousand Nine Hundred Forty Dollars and 58/100ths (\$172,940.58), 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, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this Town of Dundee, Florida, Residential Maintenance Bond (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Seasons at Hilltop platted subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, 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, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

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 and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Seasons at Hilltop against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the above described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

**Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courstesy email to Surety.Claims@ArgoSurety.com**

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Obligee at:

Town of Dundee
202 E. Main Street
Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 20th day of February, 2024.

Erin M. Delany

Witness

Erin M. Delany

Printed Name

Jamie Owens

Witness

Jamie Owens

Printed Name

Terrence P. Freund

Witness

Terrence P. Freund

Printed Name

Lauren Ryan

Witness

Lauren Ryan

Printed Name

PRINCIPAL:

Richmond American Homes of Florida, LP
Name of Corporation

By: *[Signature]*

Kelli Tolocka

Printed Name

Title: VP of Land Acquist
(SEAL)

SURETY:

Argonaut Insurance Company
Name of Corporation

By: *[Signature]*

Printed Name Kathleen K. Freund

Title: Attorney-in-Fact

(SEAL)

(attach power of attorney)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number SUR0073680-M

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Kathleen K. Freund

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021,

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy 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 Company, on the 20th day of February, 2024.



Austin W. King, Secretary

EXHIBIT "D"
Certificate

EXHIBIT D



September 26, 2022

Lorraine Peterson, Development Director
Town of Dundee
124 Dundee Road
Dundee, FL 33838

Subject: Engineer's Certificate of Completion
Project Name: Hilltop Subdivision

Dear Lorraine,

The purpose of this letter is to certify that periodic inspections have been made during the construction of this project. The work appears to have been substantially performed in accordance with approved plans and specifications. The improvements are complete, functional and ready for operation.

We trust this letter will be sufficient for processing the Town's project certification and approval.

Please contact me if you have any questions or require additional information.

Sincerely,

Bryan A. Hunter, P.E.
Florida Registration #53168
President
Hunter Engineering, Inc.

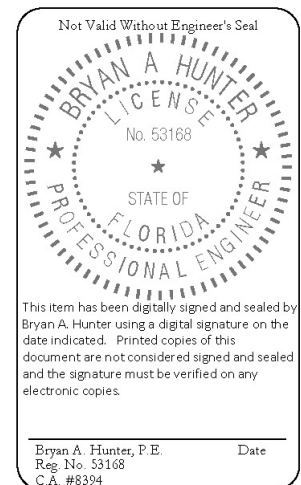


EXHIBIT "E"
Maintenance Bond

EXHIBIT E

Signed + Corrected.

TOWN OF DUNDEE, FLORIDA
RESIDENTIAL MAINTENANCE BOND

MAR 12 2024

Seasons @ Hilltop.

Bond No. SUR0073680-M

KNOWN ALL MEN BY THESE PRESENTS, that we, Richmond American Homes of Florida, LP, as **Principal**, and Argonaut Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Florida and duly licensed to conduct surety business in the State of Florida, as **Surety**, are held and firmly bound unto The Town of Dundee, Florida, a municipal corporation organized and existing under the laws of the State of Florida, as **Obligee**, in the sum of One Hundred Seventy Two Thousand Nine Hundred Forty Dollars and 58/100ths (\$172,940.58), 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, the Town of Dundee Land Development Code and Town of Dundee Code of Ordinances (collectively hereinafter referred to as the "Code") are by reference incorporated into and made part of this Town of Dundee, Florida, Residential Maintenance Bond (hereinafter the "Bond"); and

WHEREAS, the Principal has constructed the required improvements and publicly dedicated infrastructure and utility infrastructure described in the Engineer's Cost Estimate, attached hereto as **Exhibit "A"** and incorporated into and made part of this Bond (collectively hereinafter referred to as the "Improvements"), in the Seasons at Hilltop platted subdivision (hereinafter the "Subdivision"), in accordance with the drawings, plans, specifications, recorded plat for the Subdivision, and other data and information (collectively hereinafter referred to as the "Plans") filed with the Town of Dundee, Florida, 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, as a condition of acceptance of the Improvements, the Principal agrees to provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

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 and thirty (30) days following the date of the Obligee's acceptance of the Improvements in the approved platted subdivision known as Seasons at Hilltop against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and

2. If the Principal shall correct within the above described warranty period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the Code; and

Then this Bond shall be void, otherwise to remain in full force and effect.

3. **Applicable Law, Jurisdiction and Venue.** This Residential Maintenance Bond shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Polk County, Florida.
4. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

**Argo Surety Claims c/o Argo Group
225 West Washington Street, 24th Floor
Chicago, IL 60606
With a courstesy email to Surety.Claims@ArgoSurety.com**

The Principal at:

Richmond American Homes of Florida, LP
2822 Commerce Park Drive, #100
Orlando, FL 32819

The Obligee at:

Town of Dundee
202 E. Main Street
Dundee, FL 33838

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 20th day of February, 2024.

Erin M. Delany

Witness

Erin M. Delany

Printed Name

Jamie Owens

Witness

Jamie Owens

Printed Name

Terrence P. Freund

Witness

Terrence P. Freund

Printed Name

Lauren Ryan

Witness

Lauren Ryan

Printed Name

PRINCIPAL:

Richmond American Homes of Florida, LP
Name of Corporation

By: *[Signature]*

Kelli Tolocka

Printed Name

Title: VP of Land Acquist
(SEAL)

SURETY:

Argonaut Insurance Company
Name of Corporation

By: *[Signature]*

Kathleen K. Freund

Title: Attorney-in-Fact

(SEAL)

(attach power of attorney)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

Bond Number SUR0073680-M

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Kathleen K. Freund

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021,

Argonaut Insurance Company



by:

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy 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 Company, on the 20th day of February, 2024.



Austin W. King, Secretary