

PERFORMANCE BOND

Bond No. 0842702

KNOWN ALL MEN BY THESE PRESENTS, That we, KB Home Orlando LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Marco National Insurance Company, 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 Two Million Four Hundred Forty Four Thousand Seven Hundred Seventy Seven and 50/100 (\$ 2,444,777.50) 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 Land Development Code of the Town of Dundee (hereinafter the "LDC") and Town of Dundee Resolution No. 22-49 (hereinafter the "Resolution") are, 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 Composite Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Landings at Lake Mabel Loop 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 LDC and/or Resolution requires the Principal 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 Landings at Lake Mabel Loop Phase 1 subdivision in accordance with the Plans, LDC and Resolution by October 22. 20 26 (the "Guaranty Period") and as verified by the Town of Dundee Development Services Division, 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 10/22/26 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 forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. Should the

Initials

Surety fail or refuse to perform and complete the Improvements, 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.
- 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:

Harco National Insurance Company 702 Oberlin Road Raleigh, NC 27605

The Principal at:

KB Home Orlando LLC 9102 Southpark Center Loop Suite 100 Orlando FL 32837

The Obligee at: Town of Dundee 202 E. Main Street Dundee, FL 33838

[Signatures appear on the next page]

Initials

IN WITNESS WHEREOF, th	e Principa	al and Sure	ty have caused this	Bond to be executed by their
duly authorized officers this	13 th	_ day of _	September	, 20 24 .
Witness Stephen White Printed Name Witness Eleen Sesto Printed Name		PRIN KB H Name By:	Ome Orlando LLC e of Corporation Janua Make	
Witness My Hua Printed Name Witness Claire Trinidad Printed Name		By:Bren_Printer Title:	National Insurance of Corporation ada Wong ed Name Attorney-in-Fact (SEAL)	ullz
		(attac)	h nower of attorney	7)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles
On

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. GONZALES

Notary Public - California
Los Angeles County
Commission # 2376493
My Comm. Expires Oct 5, 2025

(seal)

Signature _

M.Gonzales, Notary Public

POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

SOKHA EVANS, JEFFREY STRASSNER, BRENDA WONG, MARTHA GONZALES, TENZER V. CUNNINGHAM

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2023 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey My Commission Expires April 16, 2024

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

Traditions Engineering 35 Don Polston Rd, Suite 115, Eagle Lake, Fl 33839 (863) 397 - 1626 cbrooker@traditions-eng.com



Lorraine Peterson Town of Dundee – Development Services 124 Dundee Road Dundee, Florida 33838

August 19th, 2024

Re:

Seasons at Bella Vista

Engineer's Certification of Cost for Total Construction (Maintenance Bond)

Dear Ms. Peterson:

In my professional opinion, as a registered engineer in the State of Florida, I certify that the following information reflects the total cost of construction. These costs were based on John M. Hall pay application number 23028-03 Rev 2 and Garrison Land Management Inc. bid dated 5/6/2024. The remaining costs are as follows:

1.	Paving On Site	\$ 841,000.50
11.	Sanitary Sewer	\$ 581,962.50
Ш.	Storm Sewer	\$ 703,915.00
IV.	Water System	\$ 633,455.00
V.	Concrete Work	\$ 556,450.00

TOTAL \$3,316,783.00

A surety amount of \$33 30 (\$3,316,783.00 x 10%) is proposed. Your review and approval of the proposed surety amo

Charles R. Brooke 別, P.E

P.E. Number 8861

Hunter Engineering

08/19/2024



	X	Reviewed	without	ob	jectio
-	_				

□ Rejected

■ Resubmit

Documents, Plans, and Specifications. Comments made during this Sincerely, review do not provide relief from compliance with the requirements of the same. The Contractor is responsible for confirming and Charles "Chad" Brooker, P.E. correlating all quantities, dimensions, site conditions, construction CEO, Traditions Engineering, LLC means, methods, sequences, procedures, and the coordination of all

Cbrooker@traditions-eng.com

(863) 397-1627

Caleb Wingo

Aug 22 2024

Name

trades.

Date

810 East Main Street, Bartow, FL 33830 • 863-537-7901

information given and the design concept expressed in the Contract

APPLICATION AND CERTIFICATE FOR PAYMENT

Engineer:	\$88,854.64	NET CHANGES by Change Order
	88,854.64	TOTALS
Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)		Total approved this month
AMOUNT CERTIFIED Date:	88,854.64	Total changes approved in
	ADDITION DEDUCTIONS	RY .
ENGINEER'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observation and the data comprising 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.	\$ 2,167,029.88	9. BALANCE TO FINISH, INCL. RETAINAGE
	\$ 555,519.21	8. CURRENT PAYMENT DUE
My Commision expires:	\$ 1,323,528.67	7.LESS PREVIOUS PAYMENTS
this 25 th day of April 2024.	\$ 1,879,047.88	6. TOTAL EARNED LESS RETAINAGE
ore me	\$ 208,783.10	5. RETAINAGE: a. <u>10%</u> of completed work
By: Market Date: 4/25/2024 Noy Rivers, President	\$ 2,087,830.98	4. TOTAL COMPLETED AND STORED TO DATE
CONTRACTOR: Joy M. Hall Company	\$ 4,046,077.76	3. Contract Sum To Date (line 1+2)
that current payment shown herein is now due.	\$ 121,923.05	2. Net change by Change Orders
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	\$ 3,924,154.71	1. ORIGINAL CONTRACT SUM
The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for	tract.	Application is made for payment, as shown below,in connection with the contract Continuation sheets, as applicable, are attached.
		CONTRACTOR'S APPLICATION FOR PAYMENT
	Winter Haven FL 33884 Chad Booker, P.E. 863-397-1626	Ph: 407-215-0410
Richmond PO#	raditions Engineering 6039 Cypress Gardens Blvd, Suite 290	1400 Martin Luther King Jr Blvd
	VIA ENGINEER:	FROM CONTRACTOR:
PERIOD TO: 04/30/24	PO 751156	Orlando Fl 32719
	Bella Vista - Dundee, FL	2822 Commerce Park Dr Suite 100
APPLICATION NO.: 23028-03 Rev 2		Richmond American Homes

Continuation Sheet
APPLICATION AND CERT
containing Contractor's sign

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24" MES	Riprap (Broken Concrete)	18" MES	P Manhole	J-6 Curb Inlet	P-6 Curb Inlet	J-5 Curb Inlet	P-5 Curb Inlet	C Control Structure	Ciniet	36" HP	30" HP	24" HP	18" HP	15" PVC (For Pond Outfall)		07 SANITARY SEWER Subtotal	Gravity Main Testing	4" Double Service	4" Single Service	4' Diameter Manhole (12'-14')	4' Diameter Manhole (10'-12')	4' Diameter Manhole (8'-10')	4' Diameter Manhole (6'-8')	4' Diameter Manhole (0'-6')	8" PVC Gravity Sewer Main (12'-14')	8" PVC Gravity Sewer Main (10'-12')	8" PVC Gravity Sewer Main (8'-10')	8" PVC Gravity Sewer Main (6'-8')	8" PVC Gravity Sewer Main (0'-6')	Connect To Existing Manhole (6.5' Deep)	/ER	05 PAVING ON SITE Subtotal	Striping & Signs	2" SP-9.5 Asphalt (2 Lifts)	1.25" SP-9.5 Asphalt (1 Lift)	DESCRIPTION OF WORK		В	containing Contractor's signed Certification, is attached.
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	\$ 2,280.00	\$ 840.00	\$ 442.80	\$ 3,172.50	\$ 9,318.00	\$ 6,564.25	\$ 12,783.50	\$ 1,155.00	\$ 352.00	5	€	\$ 9,408.00	\$ 8,996.63	\$ 542.50		. 1		_	\$ 5.680.00	<i>د</i> ه			_	\$ 6,813.60	69	с я			\$ 10.302.00	es '		830,040.50	- 1		\$ 130 687 50	FINISH	REMAINING	Z	Application No: 23028-03 Rev 2 Application Date: 04/25/24 Period To: 04/30/24
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ا	12,192.31		3,306.84	3,266.02	40.83		844.76	8	10.43		8,040.70		2,000.00	82.75		(K*.10)	RETAINAGE	z	,,,