

Avaunce Phase I & II Private Project w/Public Improvements  
Roadway, Sanitary Sewer, Water Main

**AGREEMENT FOR PRIVATE SUBDIVISION  
WITH PUBLIC IMPROVEMENTS  
AVAUNCE PHASE I & II**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, (LEAVE BLANK Manatee County approval date) by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County“), and KB HOME TAMPA, LLC, a LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

**RECITALS**

**WHEREAS**, Developer owns property (hereinafter the “Property”) in Manatee County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer desires to plat and develop the Property as a **Private Residential** subdivision with public improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County, Florida, for approval of a proposed subdivision or final site plan identified as **Avaunce Phase I & II PLN1812-0020**;

**WHEREAS**, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” and Exhibit “B-2” attached hereto and incorporated herein by reference (hereinafter, the “Improvements”); and

**WHEREAS**, as the Improvements will be dedicated to the County for the use and enjoyment of the general public; and

**WHEREAS**, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

**WHEREAS**, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

**WHEREAS**, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by this reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

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WHEREAS, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

*NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:*

*Article I  
INSTALLATION OF IMPROVEMENTS*

**1.1 Installation.** The Developer shall install or have installed the Improvements in accordance with the requirements of PLN1812-0020 (hereinafter, the “Development Order”), this Agreement and the Code.

**1.2 Right to Plat.** This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

**1.3 No County Obligation for Installation.** The County shall not be required or obligated in any way to construct, or participate in any way in the construction of, the Improvements. The County shall not be required or obligated to maintain the Improvements unless and until the County accepts the Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever excepting expenses necessary to maintain Improvements accepted by the County.

**1.4 Completion of Improvements; Draws on Performance Securities.** The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest

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on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over the Property as necessary to allow the County to complete the Improvements.

**1.5 Maintenance; Defects.** Upon the construction of Improvements on or in dedicated rights-of-way or easements by the Developer, and the acceptance thereof by the County, the County will thereafter assume the cost of maintenance of the same; provided that all such Improvements shall be covered by one or more defects securities suitable to the County conditioned to pay for any defects in such improvements which shall become apparent within three (3) years after acceptance by the County, in accordance with Section 337 of the Code (hereinafter, individually a "Defect Security", and collectively the "Defect Securities"). Should the Developer fail or refuse to correct any defect in any installed Improvement in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvements, the County is hereby authorized to assess the cost of correcting defects in the Improvements against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on a parity with the lien of any such County taxes. The Developer, his successors and assigns, hereby grants an easement over property in the Project as necessary to allow the County to maintain and correct defects in the Improvements.

**1.6 Right to Withhold Approvals.** Failure of the Developer to install the Improvements, or to correct defects in improvements during the three-year period specified in Section 1.5, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of the remaining Improvements is shown as determined by the County Engineer.

**1.7 Specifications.** The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall

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not be unreasonably withheld.

**1.8 Indemnification.** The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the Appellate Court level) resulting from or relating to the construction, maintenance or control of the Improvements prior to dedication to the County.

**1.9 Recordation; Agreement to Run with Land.** This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, and all other successors and assigns in interest.

**1.10 Releases.** Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator or his or her designee is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled.

**1.11 No Limitation of Liability.** The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

**1.12 Exchange and Adjustment of Securities.** Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security

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to assure proper completion of, and correction of defects in, the Improvements.

**1.13 Bill of Sale.** Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days with the submission of the defect security and release of the performance security.

*Article II*  
**TERM AND TERMINATION**

**2.1 Effective Date.** This Agreement shall take effect as of its date set forth above.

**2.2 Termination.** Unless terminated for cause in accordance with applicable law, shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

*Article III*  
**AMENDMENTS; ENFORCEMENT**

**3.1 Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

**3.2 Enforcement.** The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

*Article IV*  
**MISCELLANEOUS PROVISIONS**

**4.1 Validity.** After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

**4.2 No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general

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obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

**4.3 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

**4.4 Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

**4.5 Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

**4.7 Severability.** The provisions of this Agreement are declared by the parties to be severable.

**4.8 Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**4.9 Full Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, with respect to such matters are null and void and of no effect.

**4.10 Notices.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:                      Manatee County Engineer

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Manatee County Public Works Department  
1022 26<sup>th</sup> Avenue East  
Bradenton, FL 34208  
Facsimile: (941)708-7475

With copy to: Manatee County Attorney's Office  
1112 Manatee Avenue West, Suite 969  
Bradenton, Florida 34205  
Attention: County Attorney  
Facsimile: (941)749-3089

If to Developer: KB Home Tampa, LLC  
4105 Crescent Park Drive  
Riverview, FL 33578  
Facsimile: (813)387-9670

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

*[signature page to follow]*

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*WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.*

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: Board of County Commissioners

By: \_\_\_\_\_  
Acting County Administrator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_ Cheri Corvea (Acting County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ N/A as identification.

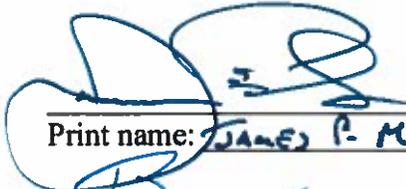
\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

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**(DEVELOPER)**

Signed, sealed and delivered in the presence  
of Witnesses:

  
Print name: JAMES P. MCGOWAN

  
Print name: BRUCE NOBLE

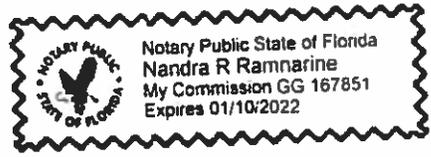
KB HOME TAMPA, LLC  
a Limited Liability Company

By:   
Print Name: Fred Vandercook  
as its: Division President  
4105 Crescent Park Drive  
Postal Address  
Riverview      FL      33578  
City                      State                      Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF HOUSBOROUGH

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of MAY,  
2014, by FRED VANDERCOOK as PRESIDENT [name and title of signatory] of  
KB HOME TAMPA LLC [name of company signing], a DELAWARE [state of  
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC Signature  
Nandra R. Ramnarine  
Printed Name

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**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

Advance Phase I & II Private Project w/Public Improvements  
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**EXHIBIT "B-1"**  
**IMPROVEMENTS**

	Improvement	Estimated Cost
1	<b><u>Phase I</u></b> Roadway, Sanitary Sewer, Water Main	\$1,425,389.88
2	<b><u>Phase II</u></b> Sanitary Sewer, Water Main	\$255,466.45
3		\$
4		\$
5		\$

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**EXHIBIT "C"**  
**PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond no. K09313357 issued through Westchester Fire Insurance Company	\$1,425,389.88
2	Surety Bond no. K0931331A issued through Westchester Fire Insurance Company	\$255,466.45
3		\$
4		\$
5		\$



INSURANCE COMPANY SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION

(Name of Project)

BOND NO. K09313357

SIGNED AND SEALED this 28 day of May, 20 19

Westchester Fire Insurance Company

Surety Company Name

By: Kari Davis

Signature - As its Agent

Kari Davis, Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address

Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

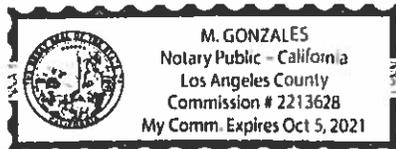
NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 20 19, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:



M. Gonzales  
Notary Public

M. Gonzales  
Print Name of Notary

Commission No. 2213628 My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION

BOND NO. K09313357

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
James A. McGowan  
Type or Print Name

[Signature]  
Witness  
Bruce Noble  
Type or Print Name

KB HOME TAMPA, LLC

BY: [Signature]  
Developer  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

4105 CRESCENT PARK DRIVE

Postal Address

RIVERVIEW, FLORIDA 33578

City State Zip

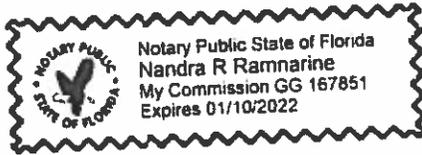
**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA

COUNTY OF: HELSEBROOK

The foregoing instrument was acknowledged before me this 29TH day of MAY, 2021, by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**

A political subdivision of the State of Florida

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida

COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Cheri Coryea (County Administrator) for and on behalf of the Manatee County Board of County Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 10<sup>th</sup> day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318865  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

**MAY 28 2019**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED IMPROVEMENTS**  
(Attachment "A") **BOND NO.** K0931331A

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as  
Principal, and Westchester Fire Insurance Company a  
Surety Company, duly authorized to transact business in the State of Florida, are held and  
firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of  
\$ 255,466.45 (Numbers) Two Hundred Fifty Five Thousand, Four Hundred Sixty Six Dollars and Forty Five Cents  
(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Public Subdivision  
Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating  
to AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement", the obligee shall be entitled to collection of this surety bond.  
Means of notification of intent to collect shall be by certified mail to the Surety at the address  
on page 2 {insert page number of surety's address}. Payment will be made to the  
County within 30 days by certified check drawn on behalf of the Board of County  
Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alterations, extensions of time, or other  
modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and "Agreement for Public  
Subdivision Improvements" shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.



**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
BOND NO. K0931331A

**WITNESSES OR CORPORATE SEAL:**

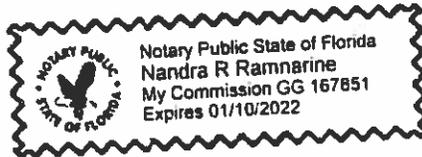
[Signature]  
Witness  
Jane McGowan  
Type or Print Name  
[Signature]  
Witness  
Bruce NOBLE  
Type or Print Name

KB HOME TAMPA, LLC  
Developer  
BY: [Signature]  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT  
Title (If attorney-in-fact Attach Power of Attorney)  
4105 CRESCENT PARK DRIVE  
Postal Address  
RIVERVIEW, FLORIDA 33578  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: MANATEE  
The foregoing instrument was acknowledged before me this 29th day of MAY, 2019,  
by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified  
herein as Developer and who is personally known to me or who has produced  
\_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
NANDRA RAMNARINE  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: Florida  
COUNTY OF: Manatee  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Cheri Lopez (County Administrator) for and on behalf of the Manatee County Board of County  
Commissioners who is personally known to me or has produced N/A as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

**Power of Attorney**

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 10<sup>th</sup> day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318985  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



**MAY 28 2019**

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

Avaunce Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

3.Common Area Landscaping & Irrigation

**AGREEMENT FOR PRIVATE  
SUBDIVISION IMPROVEMENTS  
AVAUNCE PHASE I & II**

This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Manatee County, a political subdivision of the State of Florida (hereinafter, the “County”), and KB HOME TAMPA, LLC, a LIMITED LIABILITY COMPANY (hereinafter, the “Developer”).

**RECITALS**

**WHEREAS**, Developer owns property (hereinafter the “Property”) in Manatee County, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

**WHEREAS**, Developer desires to plat and develop the Property as a PRIVATE RESIDENTIAL subdivision with private streets and other private improvements, and public water and wastewater improvements, pursuant to the Manatee County Comprehensive Plan, and the Manatee County Land Development Code (the “Code”) adopted pursuant thereto; and

**WHEREAS**, Developer has made application to the County for approval of a proposed subdivision or final site plan identified **Avaunce Phase I & II PLN1812-0020**; and

**WHEREAS**, the Property is substantially undeveloped at the present time and will require subdividing, planning and the installation of certain capital improvements as it is developed, which improvements are more specifically described in Exhibit “B-1” attached hereto and incorporated herein by reference (hereinafter, the “Private Improvements”), and the installation of water and/or wastewater utility improvements more particularly described in Exhibit “B-2”, and “B-3” attached hereto and incorporated herein by reference (the “Utility Improvements” and collectively with the Private Improvements, the “Improvements”); and

**WHEREAS**, as the Private Improvements will not be dedicated to the County or to the use and enjoyment of the general public, but will be reserved for the common use and enjoyment of the owners of the Property, and the Utility Improvements will be dedicated to the County; and

**WHEREAS**, the County is authorized by Part II, Chapter 163, Florida Statutes, the Manatee County Comprehensive Plan and the Manatee County Land Development Code (the “Code”) to regulate such development; and

**WHEREAS**, the Developer as part of its compliance with Section 337 of the Code desires to enter into this Agreement; and

Avaunce Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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**WHEREAS**, pursuant to Section 337 of the Code, the Developer has tendered to the County one or more performance securities, more specifically described in Exhibit “C” attached hereto and incorporated herein by reference (hereinafter, individually a “Performance Security”, and collectively the “Performance Securities”), and

**WHEREAS**, it is the purpose of this Agreement to set forth the understanding and agreement of the parties with respect to all the foregoing matters.

***NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and Developer agree as follows:***

***Article I***

***INSTALLATION AND MAINTENANCE OF IMPROVEMENTS***

**1.1 Installation.** The Developer shall install or have installed the Improvements in accordance with the requirements PLN1812-0020 (hereinafter, the “Development Order”), this Agreement and the Code.

**1.2 Right to Plat.** This Agreement shall give the Developer the right to plat the subject property prior to the completion of the Improvements provided that such development is in accordance with the Code and any additional conditions or stipulations imposed upon the development of the subject property pursuant to the Development Order.

**1.3 No County Obligation for Installation.** The County shall not be required or obligated in any way to construct or maintain or participate in any way in the construction or maintenance of the Improvements. The Private Improvements shall not be dedicated to the use and enjoyment of the general public but shall be reserved for the common use and enjoyment of the owners of the Property. Developer shall create a homeowner’s association, a property owner’s association, a community development district and/or some other association (hereinafter the “Association”) acceptable to the County, which shall be responsible for the maintenance of the Private Improvements. The County shall not be required or obligated to maintain the Utility Improvements unless and until the County accepts the Utility Improvements for the use and enjoyment of the general public. Anything herein contained to the contrary notwithstanding, the County shall not be obligated hereby to furnish any rights-of-way, funds, or materials whatever to the initial construction of new streets or roads or the widening of existing streets or roads upon the subject property, or otherwise furnish funds, materials or right-of-way for any other improvement of any nature whatsoever.

**1.4 Completion of Improvements; Draws on Performance Securities.** The Developer shall install and complete all of the Improvements according to County specifications and the requirements of the Code. Should the Developer fail or refuse to install and complete any required Improvement in said subdivision in a timely manner and in accordance with the Code and

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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County standards, the County, after thirty (30) days written notice to the Developer, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Performance Security tendered to secure completion of such Improvement, and use the proceeds to install or to have installed or completed said required Improvement, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Performance Security. Further, to the extent that proceeds of draws upon the Performance Security are unavailable for any reason, or are insufficient, to complete the Improvement, the County is hereby authorized to assess the cost of installing or completing the Improvement against the benefited Property in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants a temporary easement over Property in the Project as necessary to allow the County to complete the Improvements.

**1.5 Maintenance; Defects.** The Association shall be solely responsible for maintaining the Private Improvements after the Developer transfer ownership of such Private Improvements. Developer shall provide and record protective covenants, conditions and restrictions (hereinafter the “Protective Covenants”) satisfactory to the County for the maintenance of the Private Improvements. The Protective Covenants shall provide a method for the Developer or the Association to assess the owners of the Property for the cost of maintaining the Private Improvements. Moreover, the Protective Covenants shall provide that the Developer or the Association can impose liens against those residential units for which payment of any assessment is not made. The Developer agrees, for itself and on behalf of the Association and all other successors in interest, that the Protective Covenants shall remain in full force and effect at all times.

A. Public Utility Improvements. The Utility Improvements shall be dedicated to the County, and shall be covered by one or more defect securities suitable to the County conditioned to pay for any defects in such Improvements which shall become apparent within three (3) years after approval by the County, in accordance with Section 337 of the Code (hereinafter, a “Defect Security”). Should the Developer fail or refuse to correct any defect in any Utility Improvements in said subdivision, the County, after thirty (30) days written notice to the undersigned, or successor in interest, may, without prejudice to any other right or remedy it may have, draw upon the respective Defect Security tendered to secure correction of defects in such Improvement, and use the proceeds to correct such defect, and to pay costs incidental to the exercise of its rights hereunder, in such amount as the County shall in its sole discretion determine, in accordance with the Defect Security. Further, to the extent that proceeds of draws upon the Defect Security are unavailable for any reason, or are insufficient, to correct defects in the Improvement, the County is hereby authorized to assess the cost of correcting defects in the Improvement against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes and shall be on

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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a parity with the lien of any such County taxes. The Developer, for itself, its successors and assigns, hereby grants an easement over the Property as necessary to allow the County to maintain and correct defects in such Improvements. The Developer, for itself and its successors in ownership acknowledges Manatee County will not restore brick pavers in streets, driveways and or sidewalks, decorative landscaping, walls and/or fences within the utility easements. The Developer, for itself and its successors in ownership, acknowledges that minor settlement may occur with respect to the County's repair work to roads and driveways and that the Developer shall hold the County harmless from any liability due to any such minor settlement. The Developer acknowledges and agrees that the County shall not be liable or responsible in any manner for removal or replacement of concrete patches in order to match decorative pavements and driveways.

B. Private Street Maintenance; Conversion to Public Streets. The Protective Covenants shall provide that, upon any default by the Developer, the Association or their successors in interest, of the requirements set forth herein to maintain private streets within the subdivision, which in the view of the County constitutes a threat to the public health, safety or welfare, the County, after due notice of its declaration of a default and a reasonable time to cure, may remove any gates, take possession of the rights-of-way for said streets as public streets (without any obligation to compensate the Developer, the Association or other successors in interest) and assume responsibility for maintenance thereof. The Protective Covenants shall provide that the County may complete any deferred maintenance, or improve or reconfigure such streets, as necessary to bring them into compliance with the Code and County standards. The Protective Covenants shall provide that the County may assess the cost incurred pursuant to this subsection against the benefited property in the subdivision tract in accordance with applicable law, and such assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on a parity with the lien of any such County taxes. The Protective Covenants shall provide that, alternatively, the County may use a temporary Municipal Service Taxing Unit or Municipal Service Benefit Unit applied to all or a portion of the Property to fund said costs. The Protective Covenants shall provide that the County shall have an easement over the Property as necessary to allow the County to carry out the provisions of this subsection.

The provisions of this Section 1.5 shall survive any release and termination of this Agreement pursuant to Section 1.12.

**1.6 Right to Withhold Approvals.** Failure of the Developer to install the Improvements, or to correct defects in the Utility Improvements during the three-year period specified in Section 15.A, or to develop and construct the project in accordance with the requirements of the Code and the Development Order, shall constitute grounds for refusal by the County, or the appropriate authority thereof, to allow further development of the Property, to issue building permits, to institute utility services, or to permit occupancy of any improvements on the property, including but not limited to the subject Improvements. Upon default, no further County permits or approval shall be granted for the Project until adequate progress toward completion of

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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the remaining Improvements is shown as determined by the County Engineer.

**1.7 Specifications.** The Improvements shall be designed, constructed and maintained in conformance with the Code and County standards, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. The design and function of the Improvements, as approved on the construction drawings, shall not be modified without the prior written consent of the County Engineer, which consent shall not be unreasonably withheld.

**1.8 Indemnification.** The Developer shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees resulting from or relating to the construction, maintenance or control of the Improvements by the Developer, its officers, agents or employees prior to transfer to the Association or dedication to the County, as the case may be. Upon the transfer of Private Improvements to the Association, the Association shall indemnify, defend and hold the County harmless from and against all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees, resulting from or relating to the maintenance or control of the Private Improvements by the Association, its officers, agents or employees. Developer shall set forth in the Protective Covenants the above-described maintenance and indemnification obligations of the Association, including a statement which declares that Manatee County is a third-party beneficiary of the Association's maintenance obligations, that Manatee County has the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction, and that the Association may not amend or remove from the Protective Covenants any of the foregoing language pertaining to the Association's maintenance and indemnification obligations without the County's written consent.

**1.9 Emergency Access Easements.** The Developer shall deed or dedicate to the County emergency access easements to the private drainage systems for emergency maintenance purposes in the event inadequate maintenance of the drainage system creates a hazard to the public health, safety, or general welfare. The granting of such easement shall not be construed to impose any obligation, burden, responsibility or liability upon the County to enter upon the subject property and take any action to repair or maintain the drainage system.

**1.10 Ingress and Egress Easements for Services and Maintenance.** Developer shall convey or dedicate (a) to delivery, pick-up and fire protection services, police and other governmental agencies, including private utility companies and other private companies providing necessary services to the Property or the owners of the Property, and (b) to the County for the maintenance of the Utility Improvements, perpetual non-exclusive ingress and egress easements over the private road systems.

**1.11 Recordation; Agreement to Run with Land.** This Agreement shall be recorded at Developer's expense in the Public Records of Manatee County, Florida. This Agreement and the

Avaunce Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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obligations created herein shall run with the Property and shall be enforceable against the parties, the grantees of any or all of the Property, the Association and all other successors and assigns in interest.

**1.12 Releases.** Upon the execution of a conveyance of any residential lot of record contained within the subdivision to a residential homeowner, such lot of record shall be automatically released from the obligations set forth in this Agreement. Additionally, the County Administrator, or his or her designee, is hereby authorized to execute and record, at Developer's expense, a release to, and termination of, this Agreement upon a determination by the County Engineer that all obligations of Developer, its successors and assigns, under this Agreement have been duly performed and fulfilled. The obligations set forth in Section 1.5 hereof shall survive any automatic release, or release and termination, granted pursuant to this Section 1.12.

**1.13 No Limitation of Liability.** The Developer agrees that it is liable to the County for all costs and damages, as described above, that the County may incur in connection with constructing and completing, and correcting defects in, the Improvements, without regard to the amount of the Performance Securities and Defects Securities identified above. Should the Developer fail or refuse to complete, or correct defects in, the Improvements, as required pursuant to this Agreement, nothing herein shall be construed as affecting the County's right to resort to any and all available legal and equitable remedies against the Developer, including specific performance, to which the Developer hereby agrees.

**1.14 Exchange and Adjustment of Securities.** Subject to and in accordance with Section 337, the Developer and County may, from time to time, agree (1) to adjust the penal sum set forth in a Performance Security or Defect Security, (2) to extend the expiration of a Performance Security or Defect Security, (3) to exchange a new Performance Security or Defect Security for an existing Performance Security or Defect Security, or (4) release a Performance Security or Defect Security. Provided, however, in the event that the County determines a Performance Security or Defect Security is scheduled to expire, and the Developer has failed to tender a satisfactory extension or replacement of said Performance Security or Defect Security, the County may, in its discretion, draw upon said Performance Security or Defect Security to the extent authorized to do so pursuant to said Performance Security or Defect Security and Section 337 of the Code. Nothing in this Agreement shall be construed to limit the discretion of the County Engineer under Section 337 of the Code to exercise the County's rights to draw upon a Performance Security or Defect Security to assure proper completion of, and correction of defects in, the Improvements.

**1.15 Bill of Sale.** Upon satisfactory completion of all Public Improvements included and as listed in the Performance Security or Bill of Sale shall be provided to the County within 90 days from the submission of the defect security and release of the performance security.

*Article II*

Avaunce Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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3.Common Area Landscaping & Irrigation

***TERM AND TERMINATION***

**2.1 Effective Date.** This Agreement shall take effect as of its date set forth above.

**2.2 Termination.** Unless terminated for cause in accordance with applicable law, this Agreement shall terminate upon completion of the Developer's obligations hereunder, as evidenced by a release executed pursuant to Section 1.12 hereof.

***Article III***

***AMENDMENTS; ENFORCEMENT***

**3.1 Amendments Generally.** This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the County Administrator or his or her designee, and for Developer by an authorized signatory, and only if properly executed by all the parties hereto.

**3.2 Enforcement.** The parties to this Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

***Article IV***

***MISCELLANEOUS PROVISIONS***

**4.1 Validity.** After consultation with their respective legal counsel, the County and Developer each represents and warrants to the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Developer and the County each hereby represents, warrants and covenants to and with the other (i) that this Agreement has been validly approved by its authorized signatory, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

**4.2 No General Obligation.** Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

**4.3 Force Majeure.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.



Avaunce Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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3.Common Area Landscaping & Irrigation

Facsimile: (941)749-3089

If to Developer:

KB HOME TAMPA, LLC

4105 Crescent Park Drive

Riverview, FL 33578

Facsimile: (000) 000-0000

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

*[signature page to follow]*

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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***WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.***

**MANATEE COUNTY, a political  
subdivision of the State of Florida**

By: Board of County Commissioners

By: \_\_\_\_\_  
Acting County Administrator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Cheri Coryea (Acting County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC Signature

\_\_\_\_\_  
Printed Name

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

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3.Common Area Landscaping & Irrigation

**(DEVELOPER)**

Signed, sealed and delivered in the presence  
of Witnesses:

[Signature]  
Print name: James P. McGowan  
[Signature]  
Print name: Bruce Noble

KB HOME TAMPA, LLC  
a Limited Liability Company

By: [Signature]  
Print Name: Fred Vandercook  
as its: Division President

4105 Crescent Park Drive  
Postal Address  
Riverview Florida 33578  
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA  
COUNTY OF HOUSSEOROUGH

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of MAY,  
2019, by FRED VANDERCOOK as PRESIDENT [name and title of signatory] of  
KB HOME TAMPA LLC [name of company signing], a DELAWARE [state of  
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He she is  
personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC Signature  
Nandra R. Ramnarine  
Printed Name

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

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**EXHIBIT “A”  
DESCRIPTION OF PROPERTY**

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

3.Common Area Landscaping & Irrigation

**EXHIBIT “B-1”  
PRIVATE IMPROVEMENTS**

	Improvement	Estimated Cost
1	<b><u>Phase I</u></b> Grading & Earthwork, Roadway, Drainage	\$1,980,652.18
2	Final Lift of Asphalt	\$65,819.00
3	<b><u>Phase II</u></b> Earthwork, Roadway, Drainage	\$416,453.38
4	Final Lift of Asphalt	\$36,861.50
5	<b><u>Phase I &amp; II</u></b> Common Area Landscaping & Irrigation	\$240,542.64
6		

Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

3.Common Area Landscaping & Irrigation

**EXHIBIT “B-2”  
UTILITY IMPROVEMENTS**

	<b>Improvement</b>	<b>Estimated Cost</b>
1		
2		
3		
4		
5		

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Advance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

3.Common Area Landscaping & Irrigation

**EXHIBIT “B-3”  
UTILITY IMPROVEMENTS**

PROVIDE A MAP SHOWING LAYOUT OF THE PUBLIC POTABLE WATER RECLAIMED  
WATER AND SANITARY SEWER INFRASTRUCTURE FACILITIES FOR THE ENTIRE  
PROJECT

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Avance Phase I & II – Private Project w/Private Improvements

1.Grading & Earthwork, Roadway, Drainage

2.Final Lift of Asphalt

3.Common Area Landscaping & Irrigation

**EXHIBIT “C”  
PERFORMANCE SECURITIES**

	Bond / LoC	Amount
1	Surety Bond no. K09313230 issued through Westchester Fire Insurance Company	\$1,980,652.18
2	Surety Bond no. K09313278 issued through Westchester Fire Insurance Company	\$65,819.00
3	Surety Bond no. K09313394 issued through Westchester Fire Insurance Company	\$416,453.38
4	Surety Bond no. K09313473 issued through Westchester Fire Insurance Company	\$36,861.50
5	Surety Bond no. K09313436 issued through Westchester Fire Insurance Company	\$240,542.64
6		

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B")**

**BOND NO. K09313230**

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as Principal,  
and Westchester Fire Insurance Company, a Surety Company, duly authorized to  
transact business in the State of Florida, are held and firmly bound unto the County of  
Manatee, State of Florida, as Obligee, in the sum of \$ 1,980,652.18 (Numbers)  
One Million, Nine Hundred Eighty Thousand, Six Hundred Fifty Two Dollars and Eighteen Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Private  
Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, Whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating to  
AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled  
to collection of this surety bond. Means of notification of intent to collect shall be by  
certified mail to the Surety at the address on page 2 {insert page number of surety's  
address}. Payment will be made to the County within 30 days by certified check drawn on  
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or  
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and the Agreement for Private  
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.

**FORM INSURANCE COMPANY SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION

(Name of Project)

BOND NO. K09313230

SIGNED AND SEALED this 28th day of May, 20 19

Westchester Fire Insurance Company

Surety Company Name

By: K Davis

Signature - As its Agent

Kari Davis, Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address

Los Angeles, CA 90071

City

State

Zip

**WITNESSES OR CORPORATE SEAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

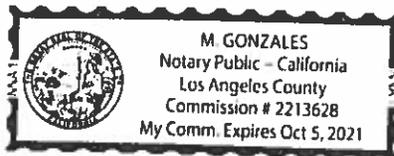
**NOTARY ACKNOWLEDGMENT**

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 20 19, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:



M. Gonzales

Notary Public

M. Gonzales

Print Name of Notary

Commission No. 2213628

My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
BOND NO. K09313230

**WITNESSES OR CORPORATE SEAL:**

James McGovern  
Witness  
Type or Print Name  
Bruce Noble  
Witness  
Type or Print Name

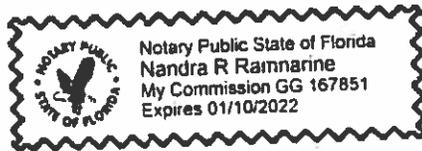
KB HOME TAMPA, LLC  
Developer  
BY: [Signature]  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT  
Title (If attorney-in-fact Attach Power of Attorney)  
4105 CRESCENT PARK DRIVE  
Postal Address  
RIVERVIEW, FLORIDA 33578  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 29th day of MAY, 2019, by Fred Vandercook, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Cheri Conyer (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California

each as their true and lawful Attorney-in Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAY 28 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOARD OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
(Attachment "B") BOND NO. K09313278

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as Principal,  
and Westchester Fire Insurance Company, a Surety Company, duly authorized to  
transact business in the State of Florida, are held and firmly bound unto the County of  
Manatee, State of Florida, as Obligee, in the sum of \$ 65,819.00 (Numbers)  
Sixty Five Thousand, Eight Hundred Nineteen Dollars and Zero Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Private  
Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, Whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating to  
AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled  
to collection of this surety bond. Means of notification of intent to collect shall be by  
certified mail to the Surety at the address on page 2 {insert page number of surety's  
address}. Payment will be made to the County within 30 days by certified check drawn on  
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or  
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and the Agreement for Private  
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.

**FORM INSURANCE COMPANY SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION

(Name of Project)  
K09313278

BOND NO. \_\_\_\_\_

SIGNED AND SEALED this 28th day of May, 20 19

Westchester Fire Insurance Company

Surety Company Name

By: Kari Davis

Signature - As its Agent

Kari Davis, Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address

Los Angeles, CA 90071

City

State

Zip

**WITNESSES OR CORPORATE SEAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

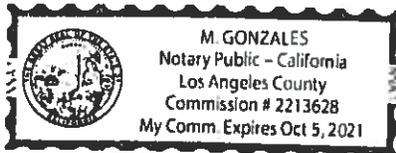
**NOTARY ACKNOWLEDGMENT**

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 20 19, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Driver's License (Type of Identification) as identification.

**NOTARY SEAL:**



M. Gonzales

Notary Public

M. Gonzales

Print Name of Notary

Commission No. 2213628

My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION

BOND NO. K09313278

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
JAMES P. MCGOWAN  
Type or Print Name

[Signature]  
Witness  
BRUCE NOBLE  
Type or Print Name

KB HOME TAMPA, LLC

BY: [Signature]  
Developer

Signature  
FRED VANDERCOOK

Type or Print Name  
DIVISION PRESIDENT

Title (If attorney-in-fact Attach Power of Attorney)

4105 CRESCENT PARK DRIVE

Postal Address

RIVERVIEW, FLORIDA 33578

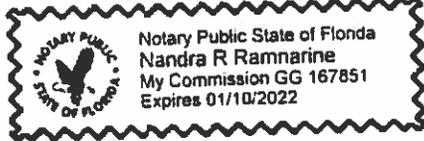
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: PRESTON

The foregoing instrument was acknowledged before me this 20TH day of MAY, 2009, by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**

A political subdivision of the State of Florida

By: Board of County Commissioners

By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Cheri Corlea (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 10<sup>th</sup> day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2310885  
Commission Expires July 16, 2019

*Katherine J. Adelaar*  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

**MAY 28 2019**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B")** **BOND NO.** K09313394

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as Principal,  
and Westchester Fire Insurance Company, a Surety Company, duly authorized to  
transact business in the State of Florida, are held and firmly bound unto the County of  
Manatee, State of Florida, as Obligee, in the sum of \$ 416,453.38 (Numbers)  
Four Hundred Sixteen Thousand, Four Hundred Fifty Three Dollars and Thirty Eight Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Private  
Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, Whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating to  
AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled  
to collection of this surety bond. Means of notification of intent to collect shall be by  
certified mail to the Surety at the address on page 2 {insert page number of surety's  
address}. Payment will be made to the County within 30 days by certified check drawn on  
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or  
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and the Agreement for Private  
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.

FORM INSURANCE COMPANY SIGNATURE FORM

FOR: AVAUNCE SUBDIVISION

(Name of Project)

BOND NO. K09313394

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: Kari Davis Surety Company Name

Signature - As its Agent  
Kari Davis, Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address  
Los Angeles, CA 90071

City State Zip

WITNESSES OR CORPORATE SEAL

Signature

Signature

Print Name

Print Name

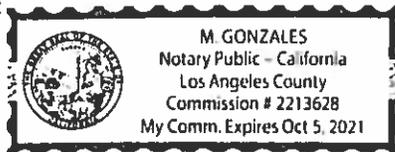
NOTARY ACKNOWLEDGMENT

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Driver's License (Type of Identification) as identification.

NOTARY SEAL:



M. Gonzales  
Notary Public

M. Gonzales  
Print Name of Notary

Commission No. 2213628 My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
BOND NO. K09313394

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
James McLean  
Type or Print Name

[Signature]  
Witness  
Bruce Noble  
Type or Print Name

KB HOME TAMPA, LLC  
Developer  
BY: [Signature]  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT

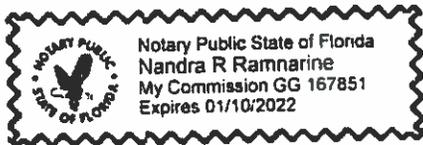
Title (If attorney-in-fact Attach Power of Attorney)  
4105 CRESCENT PARK DRIVE  
Postal Address  
RIVERVIEW, FLORIDA 33578  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 28TH day of MAY, 2019, by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Cheri Cortez (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss

On this 10th day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318885
Commission Expires July 16, 2019

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company; and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, N.J. this

MAY 28 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail surety@chubb.com

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B")** **BOND NO.** K09313473

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as Principal,  
and Westchester Fire Insurance Company, a Surety Company, duly authorized to  
transact business in the State of Florida, are held and firmly bound unto the County of  
Manatee, State of Florida, as Obligee, in the sum of \$ 36,861.50 (Numbers)  
Thirty Six Thousand, Eight Hundred Sixty One Dollars and Fifty Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Private  
Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, Whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating to  
AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled  
to collection of this surety bond. Means of notification of intent to collect shall be by  
certified mail to the Surety at the address on page 2 {insert page number of surety's  
address}. Payment will be made to the County within 30 days by certified check drawn on  
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or  
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and the Agreement for Private  
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.

**FORM INSURANCE COMPANY SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
(Name of Project)

BOND NO. K09313473

SIGNED AND SEALED this 28th day of May, 2019

Westchester Fire Insurance Company

By: Kari Davis  
Surety Company Name  
Signature - As its Agent  
Kari Davis, Attorney-in-Fact

Print Name & Title  
555 S. Flower St. 3rd Floor  
Address  
Los Angeles, CA 90071  
City State Zip

**WITNESSES OR CORPORATE SEAL**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name

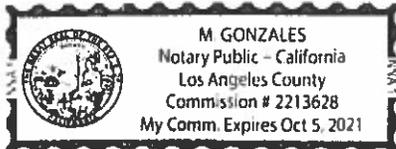
**NOTARY ACKNOWLEDGMENT**

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 2019, by Kari Davis as Attorney-In-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

NOTARY SEAL:



M. Gonzales  
Notary Public  
\_\_\_\_\_  
M. Gonzales  
Print Name of Notary

Commission No. 2213628 My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
BOND NO. K09313473

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
James McGowan  
Type or Print Name  
[Signature]  
Witness  
Bruce Noble  
Type or Print Name

KB HOME TAMPA, LLC  
Developer

BY: [Signature]  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT

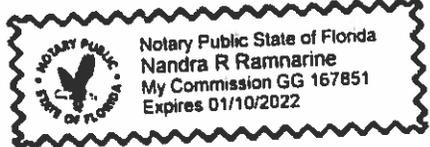
Title (If attorney-in-fact Attach Power of Attorney)  
4105 CRESCENT PARK DRIVE  
Postal Address  
RIVERVIEW, FLORIDA 33578  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of MAY, 2019,  
by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified  
herein as Developer and who is personally known to me or who has produced  
(Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by Cheri Conyer (County Administrator) for and on behalf of Manatee County Board Of  
County Commissioners, who is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

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On this 10<sup>th</sup> day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 16, 2019

*Katherine J. Adelaar*

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

\*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company; and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAY 28 2019



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

**SURETY BOND**  
**FOR PERFORMANCE OF REQUIRED PRIVATE IMPROVEMENTS**  
**(Attachment "B")**

**BOND NO.** K09313436

**KNOW ALL MEN BY THESE PRESENT:**

That the Developer, KB HOME TAMPA, LLC as Principal,  
and Westchester Fire Insurance Company, a Surety Company, duly authorized to  
transact business in the State of Florida, are held and firmly bound unto the County of  
Manatee, State of Florida, as Obligee, in the sum of \$ 240,542.64 (Numbers)  
Two Hundred Forty Thousand, Five Hundred Forty Two Dollars and Sixty Four Cents

(Words) for the payment of which we jointly and severally bind ourselves, our heirs,  
executors, administrators, successors and assigns, for the specific benefit of the County in  
accordance with the conditions set forth herein and in the "Agreement for Private  
Subdivision Improvements" which is hereby incorporated herein by reference.

**THE CONDITION** of the above obligation is such that, Whereas the Principal has  
entered into a contract, dated \_\_\_\_\_ (LEAVE BLANK Manatee County approval  
date) with the obligation to do and perform certain work relating to  
AVAUNCE SUBDIVISION (Subdivision).

**NOW THEREFORE**, if the principal shall fully perform all the covenants and terms  
of said contract, then this obligation shall be null and void; otherwise this obligation shall  
remain in full force and effect, and Surety shall cause the contract to be fully performed or  
pay to obligee the cost of performing said contract in an amount not exceeding the said sum  
specified above. In the event such performance is not completed within the time specified in  
the attached "Agreement for Private Subdivision Improvements", the obligee shall be entitled  
to collection of this surety bond. Means of notification of intent to collect shall be by  
certified mail to the Surety at the address on page 2 {insert page number of surety's  
address}. Payment will be made to the County within 30 days by certified check drawn on  
behalf of the Board of County Commissioners at P. O. Box 1000, Bradenton, FL 34206.

The Surety does hereby consent to any and all alternations, extensions of time, or  
other modifications to the contract secured by this bond.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any  
action of whatever nature, in connection with this Bond and the Agreement for Private  
Subdivision Improvements shall be filed in the Twelfth Judicial Circuit in and for Manatee  
County, Florida.

**FORM INSURANCE COMPANY SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION

(Name of Project)

BOND NO. K09313436

SIGNED AND SEALED this 28th day of May, 20 19

Westchester Fire Insurance Company

By: K Davis Surety Company Name

Signature - As its Agent  
Kari Davis, Attorney-in-Fact

Print Name & Title

555 S. Flower St. 3rd Floor

Address  
Los Angeles, CA 90071

City State Zip

**WITNESSES OR CORPORATE SEAL**

Signature

Signature

Print Name

Print Name

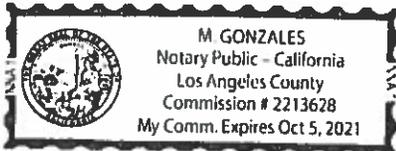
**NOTARY ACKNOWLEDGMENT**

STATE OF: California

COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 28th day of May, 20 19, by Kari Davis as Attorney-in-Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced California Drivers License (Type of Identification) as identification.

**NOTARY SEAL:**



M. Gonzales  
Notary Public

M. Gonzales  
Print Name of Notary

Commission No. 2213628 My Commission Expires: October 5, 2021

**DEVELOPER SIGNATURE FORM**

FOR: AVAUNCE SUBDIVISION  
BOND NO. K09313436

**WITNESSES OR CORPORATE SEAL:**

[Signature]  
Witness  
James McQueen  
Type or Print Name  
[Signature]  
Witness  
BRUCE NOBLE  
Type or Print Name

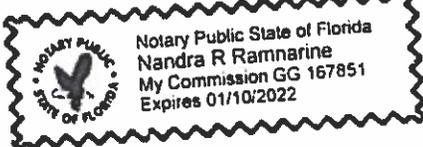
KB HOME TAMPA, LLC  
Developer  
BY: [Signature]  
Signature  
FRED VANDERCOOK  
Type or Print Name  
DIVISION PRESIDENT  
Title (If attorney-in-fact Attach Power of Attorney)  
4105 CRESCENT PARK DRIVE  
Postal Address  
RIVERVIEW, FLORIDA 33578  
City State Zip

**NOTARY ACKNOWLEDGMENT**

STATE OF: FLORIDA  
COUNTY OF: MANATEE

The foregoing instrument was acknowledged before me this 24TH day of MAY, 2019, by FRED VANDERCOOK, as PRESIDENT, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced \_\_\_\_\_ (Type of Identification) as identification.

NOTARY SEAL:



[Signature]  
Notary Public  
Nandra R. Ramnarine  
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MANATEE COUNTY**  
A political subdivision of the State of Florida  
By: Board of County Commissioners  
By: \_\_\_\_\_  
County Administrator

**NOTARY ACKNOWLEDGMENT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Cheri Lopez (County Administrator) for and on behalf of Manatee County Board Of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ as identification

NOTARY SEAL:

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Print Name of Notary

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint My Hua, Mechelle Larkin and Kathy R. Mair of Irvine, California; Tenzer V. Cunningham, Kari Davis, Martha Gonzales, Joaquin Perez and Brenda Wong of Los Angeles, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of August, 2018.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS

On this 10<sup>th</sup> day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2318885  
Commission Expires July 18, 2019

*Katherine J. Adelaar*  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

MAY 28 2019

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com