

PERFORMANCE BOND

Bond #30216233

BY THIS BOND, WE, Pulte Home Company, LLC as Principal, and  
The Continental Insurance Company, as Surety, are bound to Hernando County, Florida, a  
political subdivision of the State of Florida, hereinafter "County," in the sum of  
10,380,623.50 Dollars (\$ 10,380,623.50) for the payment of which  
we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally, firmly by these presents:

WHEREAS, the above-named Principal has applied, or will apply to the County for approval of  
a plat of a certain area of land within Hernando County, Florida, to be known as  
Caldera Phase 3 & 4 Project, and has agreed, or is required, as a  
condition to the approval of said plat by the County or pursuant to Land Development  
Regulations, to install all required, approved or dedicated improvements, which improvements  
consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other  
improvements installed in connection with the Project; and

WHEREAS, the approval of said plat by the County is further conditioned upon the furnishing of  
an adequate Surety Bond to the County pursuant to the County's Land Development  
Regulations.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Principal:

- (a) Shall in all respects comply with the terms and conditions of the approval of said  
plat, specifically including, but not limited to, the completion of all required,  
approved, or dedicated roads, drainage, sewer and water improvements, and/or  
other improvements which were installed in connection with the Project pursuant  
to the approved plans and specifications heretofore filed with or approved by the  
County, and in accordance with the ordinances and regulations of the County; and
- (b) Shall complete all improvements within one (1) year after the final plat has  
received approval from the County through its Board of County Commissioners,  
unless a longer time for completion shall be allowed by said Board; and
- (c) Shall submit written requests for an inspection of all improvements to the  
County's Utilities and Public Works Departments, as applicable, at least sixty  
(60) days prior to the termination of the completion period; and
- (d) Shall submit an appropriate maintenance guarantee as required by the County's  
Land Development Regulations; and
- (e) County approval of subsections (a), (b), (c) and (d) shall be required before this  
Bond may be cancelled or released. Principal shall notify County thirty (30) days  
before cancellation and release.

then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said Surety on this bond and the Surety does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the County if it should elect to proceed with said work upon the failure of the Principal to complete the improvements in connection with the project within one (1) year after final plat approval by the Board of County Commissioners, or any subsequent date provided through an agreement between the Principal and the County for an extension of time.

IT IS FURTHER understood that should Hernando County, Florida be required to institute legal proceedings in order to collect any funds under this bond, Pulte Home Company, LLC (Principal), shall be responsible for attorney's fees and court costs incurred by the County.

IN WITNESS THEREOF, the Principal and the Surety have caused these presents to be duly executed this 3rd day of April, 2024.

Pulte Homes Company, LLC

PRINCIPAL

By:

Name: Gregory S. Rives

Title: Assistant Treasurer

The Continental Insurance Company  
Surety

By:

Name: Stephen T. Kazmer

Title: Attorney-in-Fact

Witness

Print Name: Nick Sarris

Witness

Print Name: Diane M. Rubright

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



The Continental Insurance Company

*Paul T. Bruflat*

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

*M. Bent*

M. Bent

Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 3rd day of April, 2024



The Continental Insurance Company

*D. Johnson*

D. Johnson

Assistant Secretary

Form F6850-4/2012

## **Authorizing By-Laws and Resolutions**

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

STATE OF ILLINOIS }  
COUNTY OF DU PAGE}

On April 3, 2024, before me, Diane M. Rubright, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Stephen T. Kazmer, known to me to be Attorney-in-Fact of Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

My Commission Expires March 23, 2027

*Diane M. Rubright*

Diane M. Rubright, Notary Public  
Commission No. 817036



**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

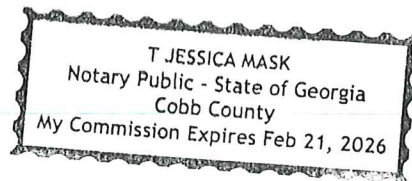
**) ss.**

**COUNTY OF COBB)**

This record was acknowledged before me on April 3, 2024,  
appeared Gregory S. Rives, Pulte Home Company, LLC, who  
provided to me on the basis of satisfactory evidence to be the person who  
appeared before me and is personally known to me.

WITNESS my hand official seal.

  
Signature of Notary Public



(s  
T. JESSICA MASK  
Notary Public State of Georgia

*My Commission Expires: February 21, 2026*