

POLK COUNTY LAND DEVELOPMENT  
330 W. CHURCH ST., BAROW, FL 33830  
P.O.B. 9005, DRAWER GM 03  
BARTOW, FL. 33831-9005  
PHONE: (863) 534-6792 FAX: (863) 534-5908



## WARRANTY INSPECTION FORM

Subdivision Name: Harvest Landing – LDSUR-2020-67	
Road Name:	
Engineering Firm / Engineer of Record: Mark E. Wilson, PE – Kimley Horn	
Contractor:	
<b>Roadway Items</b>	<b>Condition / Remarks</b>
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
<b>Drainage Items</b>	<b>Condition / Remarks</b>
A. Retention Ponds:	
B. Drainage	
C. Perimeter Swales:	
<b>Utility Items:</b>	<b>Condition / Remarks</b>
A. Amount Security: \$128,358.07	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 8/1/2022	

## RESIDENTIAL MAINTENANCE BOND

Bond No. 70NGP184929

KNOWN ALL MEN BY THESE PRESENTS, That we, Clayton Properties Group, Inc. dba Highland Homes, as Principal, and National Indemnity Company, a corporation organized and doing business under and by virtue of the laws of the State of Nebraska and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of One Hundred Twenty-Eight Thousand, Three Hundred Fifty-Eight and 07/100 (\$ 128,358.07 ) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Harvest Landing subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall warrant and indemnify for a period of one (1) year(s) two (2) month(s) following the date of the Obligee's acceptance of the Improvements (the "Warranty Period") in the approved platted subdivision known as Harvest Landing, against all loss that Obligee may sustain resulting from defects in construction, design, or materials; and
2. If the Principal shall correct within the Warranty Period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the LDC;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

Initials \_\_\_\_\_

3. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

**The Surety at:**

National Indemnity Company  
1314 Douglas Street, Suite 1400  
Omaha, NE 68102-1944

**The Principal at:**

Clayton Properties Group, Inc.  
Dba Highland Homes  
3020 S. Florida Ave, Suite 101  
Lakeland, FL 33803

**The Obligee at:**

Polk County, Land Development Division  
330 West Church Street  
PO Box 9005 – Drawer GM03  
Bartow, FL 33831-9005

**[Signatures appear on the next page]**

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 15 day of October, 2020.

Cheron Crotty  
Witness

Cheron Crotty  
Printed Name

Cara Bodwell  
Witness

Cara Bodwell  
Printed Name

Philip M. Wolf  
Witness

Philip M. Wolf  
Printed Name

Qi Li  
Witness

Qi Li  
Printed Name

PRINCIPAL:

Clayton Properties Group, Inc. dba Highland Homes  
Name of Corporation

By: [Signature]

D. Joel Adams

Printed Name

Title: Vice President  
(SEAL)



SURETY:

National Indemnity Company  
Name of Corporation

By: [Signature]

Matthew G. Grantham

Printed Name

Title: Attorney-in-Fact  
(SEAL)



(Attach power of attorney)

# POWER-OF-ATTORNEY

70NGP184929

## NATIONAL INDEMNITY COMPANY

1314 DOUGLAS STREET, SUITE 1400, OMAHA, NEBRASKA 68102-1944

(402) 916-3000

KNOW ALL MEN BY THESE PRESENTS: This Power-of-Attorney is not valid unless attached to the duly-executed bond that it authorizes. This Power-of-Attorney specifies **THE AUTHORITY OF THE ATTORNEY-IN-FACT** and **THE LIABILITY OF NATIONAL INDEMNITY COMPANY, WHICH SHALL NOT EXCEED:**

**ONE HUNDRED TWENTY-EIGHT THOUSAND,  
THREE HUNDRED FIFTY-EIGHT AND 07/100 DOLLARS  
(\$ 128,358.07)**

NATIONAL INDEMNITY COMPANY, a Nebraska corporation, having its principal office in the City of Omaha, State of Nebraska, does hereby make, constitute and appoint Matthew G. Grantham in the City of Omaha, County of Douglas, State of Nebraska, its true and lawful attorney-in-fact, at Omaha, in the State of Nebraska, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds and undertakings, provided that the liability of the Company as surety on any such bond executed under this authority shall not in any event exceed the sum shown above.

### THIS POWER VOID IF ALTERED OR ERASED

The acknowledgement and execution of any such document by the said Attorney-In-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly-elected officers of this Company.

This Power of Attorney is granted, and is signed and sealed by original signature, under and by the authority of the following Resolution adopted by the Executive Committee, as duly authorized by the Board of Directors of NATIONAL INDEMNITY COMPANY, at a meeting duly called and held on the 15th day of March, 2017:

RESOLVED, That the President, any Vice President or the Secretary shall have the power and authority to (1) appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

FURTHER RESOLVED, That any Surety Administrator or Surety Underwriter shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company any license bond with a limit of \$10,000 or less.

FURTHER RESOLVED, That any Surety Administrator shall have the power and authority to appoint Attorneys-in-fact and to authorize them to execute on behalf of this Company (1) any bond, except an appeal bond, with a limit of \$10,000 or less and (2) any license bond with a limit of \$50,000 or less.

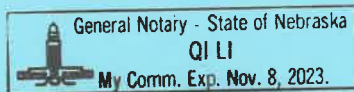
In Witness Whereof NATIONAL INDEMNITY COMPANY has caused its official seal to be hereunder affixed, and these presents to be signed by its Senior Vice President this 13th day of October, 2020.

NATIONAL INDEMNITY COMPANY

BY Philip M. Wolf  
(Name) Philip M. Wolf  
(Title) Senior Vice President

STATE OF NEBRASKA }  
COUNTY OF DOUGLAS } ss.:

On this 13th day of October, 2020, before me, a Notary Public, personally appeared Philip M. Wolf, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Senior Vice President of said NATIONAL INDEMNITY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Qi Li

Notary Public, Nebraska

1. THIS POWER DOES NOT AUTHORIZE EXECUTION OF BONDS OF NE EXEAT OR ANY GUARANTEE FOR FAILURE TO PROVIDE PAYMENTS OF ALIMONY SUPPORT OR WAGE LAW CLAIMS, OR BONDS FOR CRIMINAL APPEARANCE.
2. THIS POWER DOES NOT AUTHORIZE THE EXECUTION OF BONDS FOR LOAN GUARANTEES.

This Power Can Only Be Used in The State of: FLORIDA  
This Power Can Only Be Used For The Following Oblige(s): POLK COUNTY, LAND DEVELOPMENT DIVISION  
Bond Title or Description: RESIDENTIAL MAINTENANCE BOND, HARVEST LANDING SUBDIVISION IMPROVEMENTS  
Principal or case reference: CLAYTON PROPERTIES GROUP, INC. DBA HIGHLAND HOMES