

MAINTENANCE BOND Bond No. 800172042

KNOWN ALL MEN BY THESE PRESENTS, that We, Haven at Davenport, LLC _____, as Principal, and Atlantic Specialty Insurance Company a corporation organized and doing business under and by virtue of the laws of the State of New York _____ and duly licensed to conduct surety business in the State of Florida, as Surety (“Principal” and “Surety” collectively the “Obligors”), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the “County”), as Obligee, in the sum of Fifty Thousand Four Hundred Ninety Dollars*(\$ 50,490.36) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the 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 pursuant to the Subdivision Agreement attached hereto and incorporated herein as Exhibit “A” constructed the following improvements Haven at Devenport LDRSES-2022-62 _____, as further described in the Engineer’s Cost Estimate, attached hereto and incorporated herein as Exhibit “B” and incorporated into and made part of this Bond (hereinafter “Improvements”), in the Haven at Davenport LDRSES-2022-62 _____ platted subdivision (the “Subdivision”), in accordance with the drawings, plans, specifications, and other data and information (hereinafter “Plans”) filed with the County’s Land Development Division, which Plans are by reference incorporated into and made part of this Bond; 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; and

WHEREAS, this Bond shall commence upon the date of the Obligee’s acceptance of the Improvements (the “Bond Commencement Date”).

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) following the Bond Commencement Date (the “Warranty Period”), against all loss that Obligee may sustain resulting from defects in construction, design, workmanship, and materials (the “Defect”);
2. If the Principal shall correct any Defect to the Improvements that is discovered during the Warranty Period; and
3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

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

4. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.

5. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligees shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligees, including attorney's fees and costs, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at: One Beacon Surety Group
One State Street Plaza, Floor 31
New York, NY 10004

The Principal at: Haven at Davenport, LLC
100 Dunbar St., Ste: 400
Spartanburg, SC 29306

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

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligees if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by their duly authorized officers this 2nd day of June, 2025.

[Signature]
Witness

Savannah Bell
Printed Name

Jessica Anne Jordan
Witness

Jessica Jordan
Printed Name

Witness

Printed Name

Mason Moon
Witness

Mason Moon
Printed Name

PRINCIPAL:

Haven at Devenport, LLC

Name of Corporation By: Johnson Development Associates Inc.

By: [Signature]
Its: manager

Jason C. Lynch
Printed Name
Title: vice president
(SEAL)

SURETY:

Atlantic Specialty Insurance Company

Name of Corporation

By: Nicole S. Moon

Nicole S. Moon

Printed Name
Title: Attorney in fact
(SEAL)



(ATTACH POWER OF ATTORNEY)

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On 6/2/25 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared Nicole S. Moon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Tina S. Salas* (Seal)



STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

BEFORE ME, the undersigned authority, a Notary Public in and for the State of South Carolina, on this day personally appeared Brooks Cochran as Chief Financial Officer of Johnson Development Associates, Inc., the Haven at Davenport, LLC, is personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal this 18 day of June, 2025.



Briana Hegedus
Notary for South Carolina

2/26/2034
Commission Expires



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **David A. Weise, Jose Lemus, Nicole S. Moon, Stephanie Agapoff**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

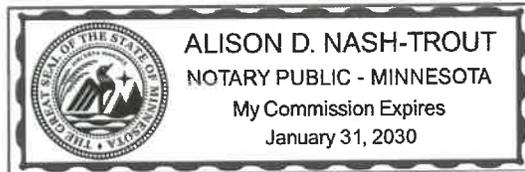
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

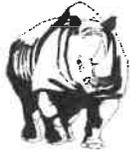
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd day of June, 2025.

This Power of Attorney expires
January 31, 2030




Kara L.B. Barrow, Secretary



MADDEN
MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

April 24, 2025

Chrissy A. Irons
 City of Polk County | Land Development Division
 Development Coordinator II
 330 W. Church Street (P.O. Box 9005, Drawer GM03)
 Bartow, FL 33830

RE: HAVEN AT DAVENPORT (LDRES-2022-62)

Dear Chrissy:

The items listed below represent the public improvement costs for Haven at Davenport:

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>Paving & Drainage</u>				
12" stabilized subgrade	2874	SY	\$8.00	\$22,992.00
8" RCA Base	2410	SY	\$28.00	\$67,480.00
2" SP-9.5 AC - 2 lifts	2410	SY	\$21.00	\$50,610.00
Storm manhole	1	EA	\$9,400.00	\$9,400.00
Type 5 Inlet	6	EA	\$7,250.00	\$43,500.00
18" RCP	750	LF	\$81.00	\$60,750.00
F Curb	1,624	LF	\$28.40	\$46,121.60
4" Concrete Sidewalk	4734	SF	\$10.00	\$47,340.00
Striping & Signage	1	LS	\$3,354.00	\$3,354.00
Paving & Drainage Subtotal:				\$351,547.60
<u>Please see attached SOV's for Public Utility Costs:</u>				
Water				\$121,018.00
Wastewater				\$32,338.00
Utilities Subtotal:				\$153,356.00
Total:				\$504,903.60
Maintenance Bond			10%	\$50,490.36

If you have any questions please feel free to contact our office.

Sincerely,



Digitally signed by
 David A Stokes
 Date: 2025.04.24
 12:36:59 -04'00'

David A. Stokes, P.E.
 President
 P.E. No. 66527

DAS/LS/nwm

H:\Data\220140\Construction Admin\Cost Certificates\Cost Certification - Polk County - 4-24-25

330 West Church Street
PO Box 9005 • Drawer GM03
Bartow, Florida 33831-9005



PHONE: 863-534-6792
FAX: 863-534-6407
www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Tobias Holton, Inspector

Project Name: Haven at Davenport

Project #: LDRES-2022-62

DATE: 8/14/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.