

RESIDENTIAL MAINTENANCE BOND Bond No. GM226218

KNOWN ALL MEN BY THESE PRESENTS, That we, Magnolia Estates Kitty Fox, LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas 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, as Obligee, in the sum of Fifty-four thousand, Nine hundred, ten and No/100----- (\$ 54,910.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, 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 Magnolia Estates 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; 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") of the Improvements; and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

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

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

Initials _____

Qnc

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.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee 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 Obligee, 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.
5. 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 to the addresses listed below:

The Surety at:

Great Midwest Insurance Company
401 Edgewater Place Suite 125/130
Wakefield, MA 01880

The Principal at:

Magnolia Estates Kitty Fox, LLC
4900 Dundee Road
Winter Haven, FL 33884

The Obligee 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 Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 8th day of November, 2024.

[Signature]
Witness

Brent Elliott
Printed Name

[Signature]
Witness

Sean O'Connor
Printed Name

[Signature]
Witness

Cory Chandler
Printed Name

Shawn Bobo
Witness

Shawn Bobo
Printed Name

PRINCIPAL:

Magnolia Estates Kitty Fox, LLC
Name of Corporation

By: [Signature]

Harold R. Baxter
Printed Name

Title:
(SEAL)

SURETY:

Great Midwest Insurance Company
Name of Corporation

By: [Signature]

Jo M Chonko
Printed Name

Title: Attorney-in-Fact and Florida Resident Agent
(SEAL)

(Attach power of attorney)



Initials [Signature]

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Jo M Chonko, Michael W. Brown, Charles Lydecker

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

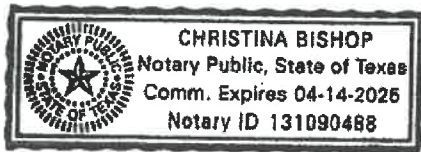


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 8th Day of November, 2024



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Warranty Security Engineer's Cost Estimate

I, Rodney A. Gadd, P.E., Registered Engineer in the State of Florida, with Registration No. 70875, hereby certify that I have examined the values for the work completed within the project Magnolia Estates Subdivision, as related to the work that will be dedicated to Polk County, and have prepared the following cost estimates.

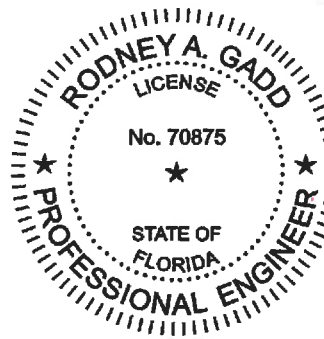
<u>Schedule</u>		<u>Amount</u>	<u>10% of Amount</u>
Onsite Roadway	1,230 LF of 20' wide asphalt roadway	\$104,760	\$10,476
Offsite Roadway (Kitty Fox)	525 LF +/- 4 foot widening and 1" overlay of roadway	\$118,205	\$11,821
Concrete	2,546 LF of miami curb	\$42,380	\$4,238
Storm Drainage	420 LF of 24" Storm Pipe	\$112,375	\$11,238
Onsite Water Utilities	1,260 LF of 6" PVC water main	\$111,022	\$11,102
Offsite Water Utilities	643 LF of 8" water main & 107 LF of directional bore 8" water main	\$60,360	\$6,036
Security Amount			\$54,910

Prepared By:

Rodney A. Gadd, P.E.
 FL Reg. No. 70875
 Gadd & Associates, LLC
 4685 E. County Rd. 540A
 Lakeland, FL 33813
 CA #30194

Professional Engineer (SEAL)

Date



Digitally signed by
 Rodney A Gadd
 Reason: I am
 approving this
 document
 Date: 2024.10.25
 11:46:48 -04'00'

This item has been digitally signed and sealed by Rodney A. Gadd, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies.



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, Project Coordinator

From: Glenda Mills, Inspector

Project Name: Magnolia Estates

Project #: LDRES-2022-94

DATE: 11/8/2024

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.