

RESIDENTIAL MAINTENANCE BOND Bond No. 3534564

KNOWN ALL MEN BY THESE PRESENTS, That we, Rise General Contractors, LLC, as Principal, and SureTec 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 Forty-Three Thousand Four Hundred Fifty-One & 57/100s (\$ 43,451.57) 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 Daven Pointe 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 

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:

**SureTec Insurance Company
333 North Point Center East
Suite 300
Alpharetta, GA 30022**

The Principal at:

**Rise General Contractors, LLC
129 North Patterson Street
Valdosta, GA 31061**

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.

Initials



IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 30th day of July, 2025.

PRINCIPAL:

Alexandria Mergendahl
Witness

Alexandria Mergendahl
Printed Name

Saton
Witness

SAINA LOFTON
Printed Name

Rise General Contractors, LLC
Name of Corporation

By: [Signature]

R. Gregory Hunter
Printed Name

Title: CFO
(SEAL)

SURETY:

Avery C. Kenimer
Witness

Avery C. Kenimer
Printed Name

Bradley Lastinger
Witness

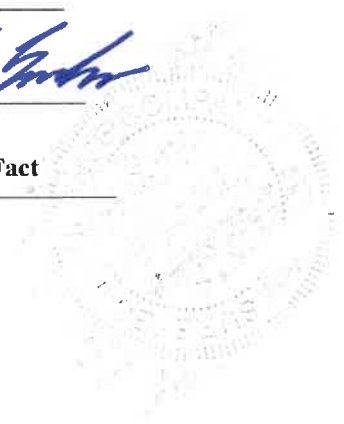
Bradley Lastinger
Printed Name

SureTec Insurance Company
Name of Corporation

By: [Signature]

David C. Eades, Attorney-In-Fact

Printed Name
Title:
(SEAL)



(Attach power of attorney)

Initials [Signature]

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David C. Eades, Avery Kenimer, Bradley B. Lastinger

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of February, A.D. 2023.



SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 21st day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 30th day of July, 2025, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 1010035
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Engineer's Cost Estimate
Prepared by: KPM Franklin
Project: Daven point
Date of Estimate:07/09/2025
Engineers Opinion of Probable Cost - Off site Improvements

Summary Page

TASK DESCRIPTION	TASK TOTAL
REMOVAL, EROSION CONTROL AND EXCAVATION	\$ 35,793.58
GRADING	\$ 2,599.80
ROADS AND PAVING	\$ 291,232.36
DRAINAGE STORM	\$ 16,688.00
WATER DISTRIBUTION	\$ 50,875.00
REUSE WATER DISTRIBUTION	\$ 26,327.00
SURVEYING	\$ 11,000.00
SUMMARIZED TOTAL	\$ 434,515.74
10% CONTINGENCY	\$ 43,451.57
TOTAL:	\$ 477,967.31

Prepared by



Digitally signed by Kevin P White
DN: CN=Kevin P White,
o=Qualifier=40141000000192A69D20C50001279F,
c=FRANKLIN SURVEYING AND MAPPING, C=US
Date: 2025.07.10 11:54:16-04'00'

Kevin P White /IN WHITE
REG No.63912

KMP Franklin
222 Church Street
Kissimmee, FL 34741
(407) 846-1216

Name of project: Daven Pointe - Off-site Improvements						
Company Bidding: KPM Franklin						
Date of SOV: 07/090/2025						
DO NOT MODIFY BID DOCS - LIST ADDITIONAL ITEMS OR QUANTITY DEVIATIONS AT BOTTOM						
<p><i>DISCLAIMER: The Line Items and associated Quantities, shown hereon, have been compiled and generated as an informational tool provided to the Owner/Developer for the sole purpose of establishing and defining the parameters of the proposed development and/or construction project and to aid in the bidding process. The aforementioned Line Items and associated Quantities are to be utilized by Bidders as a basis for submitting a prospective cost estimate to perform the activities and improvements as outlined above. The Contractor is responsible for submitting Bid Documents based on their individual assessment of materials, quantities and activities required to perform and complete any and all improvements shown on the approved Construction Documents and any subsequent revisions attached thereto. Any additional items and/or quantities noted by the Contractor should be added to their Bid Documents prior to submittal. KPM Franklin is not liable for items not included in the Contractor's Bid Documents.</i></p>						
Code	No.	Description	Qty	Unit	Unit Price	Total Price
	A	<u>REMOVAL, EROSION CONTROL AND EXCAVATION</u>				
	1.	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
	2.	Imlet protection	8	EA	\$ 208.00	\$ 1,664.00
	3.	Onsite Cut, Place & Compact Site	310	CY	\$ 3.00	\$ 930.00
	4.	Clearing and Grubbing	0.8	AC	\$ 5,500.00	\$ 4,180.00
	5.	Demolition exist. - sidewalk	3511.0	SF	\$ 1.98	\$ 6,951.78
	6.	Removed exist. pipe water main	160.1	LF	\$ 5.00	\$ 800.60
	7.	Sawcut exist. asphalt	1000.0	LF	\$ 6.00	\$ 6,000.00
	8.	Strippings	160.0	CY	\$ 1.67	\$ 267.20
		EXCAVATION TOTAL				\$ 35,793.58
	B	<u>GRADING</u>				
	1.	Final Grading (Green/open areas,)	2134	SY	\$ 0.70	\$ 1,493.80
	2.	Final Grading (ROW)	1580	SY	\$ 0.70	\$ 1,106.00
		OFF-SITE GRADING TOTAL				\$ 2,599.80
	C	<u>ROADS AND PAVING</u>				
	C.1	<u>Paving</u>				
	1.	Maintenance Of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
	2.	2.5" ASPHALT, TYPE SP-9.5	1285	SY	\$ 26.16	\$ 33,615.60
	3.	1.5" ASPHALT, TYPE SP-9.5	3542	SY	\$ 19.20	\$ 68,006.40
	4.	6" FDOT LIMEROCK	2395	SY	\$ 20.00	\$ 47,900.00
	5.	14" FDOT LIMEROCK	1285	SY	\$ 28.00	\$ 35,980.00
	6.	12" STABILIZED SUBGRADE (LBR 40)	1559	SY	\$ 14.00	\$ 21,826.00
	7.	MILL 1.5"	3542	SY	\$ 5.50	\$ 19,481.00
	8.	Type F C&G, incl. curb pad	941	LF	\$ 27.15	\$ 25,548.15
	9.	VALLEY GUTTER 3' WIDE	160	LF	\$ 42.00	\$ 6,720.00
	10.	CONCRETE SIDEWALK	347	SY	\$ 8.60	\$ 2,984.20
	11.	Handicap Ramp w/ Truncated Domes	4	EA	\$ 3,000.00	\$ 12,000.00
	C.2	<u>Striping and Signs</u>				
	12.	6" Solid Single Yellow Stripe Thermoplastic @45 at 10" spacing	400	LF	\$ 1.55	\$ 620.00
	13.	6" Solid Double Yellow Stripe Thermoplastic	1585	LF	\$ 2.35	\$ 3,724.75
	14.	6" Solid Single white Stripe Thermoplastic	2450	LF	\$ 1.45	\$ 3,552.50
	15.	6" wide 2-4 skip striping	110	LF	\$ 2.00	\$ 220.00
	16.	24" White Stripe SEM Thermoplastic Stop Bar	24	LF	\$ 7.24	\$ 173.76
	18.	W1-A Turn sign	11	EA	\$ 240.00	\$ 2,640.00
	19.	Emergency access only-sign	1	EA	\$ 270.00	\$ 270.00
	20.	OM4-1 Case II red reflector nine button delineator FDOT index 17349	1	EA	\$ 350.00	\$ 350.00
	21.	D3-1.R1-1 Stop Sign and Intersection Sign	2	EA	\$ 310.00	\$ 620.00
		OFF-SITE ROADS AND PAVING TOTAL				\$ 291,232.36

D	<u>DRAINAGE STORM</u>					
D.1	<u>Pipe</u>					
1.	12x18" ERCP	31	LF	\$ 263.75	\$ 8,176.25	
D.2	<u>Drainage Structures</u>					
1.	Curb Inlet-type 5	1	EA	\$ 8,611.00	\$ 8,611.00	
2.	Curb Inlet-type 3	1	EA	\$ 8,077.00	\$ 8,077.00	
	OFF-SITE DRAINAGE SYSTEM TOTAL				\$ 16,688.00	
E	<u>WATER DISTRIBUTION</u>					
1.	8" PVC C-900 (DR-18)	290	LF	\$ 47.00	\$ 13,630.00	
2.	8" Gate Valve	4	EA	\$ 2,680.00	\$ 10,720.00	
3.	10" Master Meter	2	EA	\$ 7,500.00	\$ 15,000.00	
4.	Sample Points & Testing	2	EA	\$ 500.00	\$ 1,000.00	
5.	Connect to Existing, 8"WM	2	EA	\$ 2,755.00	\$ 5,510.00	
6.	Misc. Fittings	1	LS	\$ 4,000.00	\$ 4,000.00	
7.	Pressure Testing & Pigging	290	LF	\$ 3.50	\$ 1,015.00	
	OFF-SITE WATER SYSTEM TOTAL				\$ 50,875.00	
F	<u>REUSE WATER DISTRIBUTION</u>					
1.	4" PVC Reuse Water Main	220	LF	\$ 25.85	\$ 5,687.00	
2.	4" Gate Valves	1	EA	\$ 1,635.00	\$ 1,635.00	
3.	4" Water Master Reclaim	2	EA	\$ 6,000.00	\$ 12,000.00	
4.	Connect to Existing 6" Reuse water main	1	EA	\$ 2,150.00	\$ 2,150.00	
5.	Misc. Fittings	1	LS	\$ 3,000.00	\$ 3,000.00	
6.	6"x4" tapping sleeve & valve	1	LS	\$ 1,250.00	\$ 1,250.00	
7.	Pressure Testing & Pigging	220	LF	\$ 2.75	\$ 605.00	
	OFF-SITE REUSE WATER SYSTEM TOTAL				\$ 26,327.00	
G	<u>SURVEYING</u>					
1.	Construction Staking	1	LS	\$ 5,000.00	\$ 5,000.00	
2.	Asbuilt Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	
3.	Verify survey monuments (letter from surveyor)	1	LS	\$ 1,000.00	\$ 1,000.00	
	SURVEYING TOTAL				\$ 11,000.00	
	TOTAL COST SUMMARY					
						\$ 35,793.58
						\$ 2,599.80
						\$ 291,232.36
						\$ 16,688.00
						\$ 50,875.00
						\$ 26,327.00
						\$ 11,000.00
						\$ 434,515.74
						\$ 43,451.57



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: Mike Osborne, Inspector

Project Name: Daven Pointe

Project #: LDRES-2021-116

DATE: 2/7/2025

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.