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 POLK

WARRANTY INSPECTION FORM

Subdivision Name: Watersong Phase 2 – LDSUR-2023-42	
Road Name:	
Engineering Firm / Engineer of Record: James F. Askey, P.E. – Askey Hughey, Inc.	
Contractor:	
Roadway Items Condition / Remarks	
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
The Landscape of	
Drainage Items Condition / Remarks	
A. Retention Ponds:	
B. Drainage	
C. Perimeter Swales:	
Utility Items: Condition / Remarks	
A. Amount Security: \$234,965.70	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. deficiencies identified	No
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 9/30/2025	

RESIDENTIAL MAINTENANCE BOND Bond No. 4531539

THESE

PRESENTS,

That

we,

BY

KNOWN

ALL

incorporated into and made part of this Bond; and

MEN

Park Square	Enterprises LLC	, as Principal, an	d Great Am	nerican Insur	ance Com	pany ,
a corporation	organized and doi	ng business under a	nd by virtue	of the law	s of the	State of
ОН	and duly licens	sed to conduct surety	business in t	the State of	Florida, a	as Surety
("Principal"	and "Surety" collec-	tively the "Obligors'), are held	and firmly	bound u	nto Polk
		n of the State of				
Two Hundred T	hirty-Four Thousand Nine	e Hundred Sixty-Five and	70/100	(\$234,9	65.70	Dollars,
for which pa	ayment, well and t	ruly to be made, w	e bind ours	selves, our	heirs, ex	xecutors,
administrator	s, successors, and ass	signs, jointly and seve	erally, firmly	by these pr	esents.	
WHE	REAS, Polk County'	s Land Development	Code (herein	nafter "LDC	C"') is by 1	eference
incorporated	l into and made part	of this Maintenance F	Bond (hereina	after "Bond	"); and	
WHE	REAS, the Principal	has constructed the i	mprovement	s described	in the Er	ngineer's
		s Exhibit "A" and inc			part of the	his Bond
(hereinafter	"Improvements"), in	the Watersong Ph 2	LDRES-201	8-72	subdiv	vision, in

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

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

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 <u>one year</u> (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

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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 American Insurance Company 301 E. Fourth Street Cincinnati, OH 45202

The Principal at:

Park Square Enterprises LLC 5200 Vineland Road, Ste. 200 Orlando, Florida 32811

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 their duly authorized officers this <u>16th</u> d	ad Surety have caused this Bond to be executed by ay of, 20_23
	PRINCIPAL:
Witness Printed Name Witness Tiffant Powloav	Park Square Enterprises LC Name of Corporation By: Suresh Gupto Printed Name Title: Warager (SEAL)
Printed Name	SURETY:
Aleforda a Sor	Great American Insurance Company Name of Corporation
Alexandra Sartori Printed Name	By: W! 2.
Witness Ashley McMann Printed Name	William Reidinger Printed Name Title: Attorney-in-Fact (SEAL)
	(Attach power of attorney)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. 4531539

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power \$100,000,000.00

William Reidinger

20 N Martingale Rd, Suite 100 Schaumburg, IL 60173

Principal: Park Square Enterprises

Obligee: Polk County, FL

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16th day of August, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



My C. B_

Divisional Senior Vice President

I ME V VUCCO

Assistant Secretary

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16th day of August , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025 Susan a Lohows

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when 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.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 16th day of August, 2023.

STAI.

My C.B_

Assistant Secretary