

RESIDENTIAL MAINTENANCE BOND Bond No. 0859297

KNOWN ALL MEN BY THESE PRESENTS, That we, Alta Davenport, LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois 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 Thirty Three Thousand Six Hundred Twelve & 28/100 ----- (\$ 33,612.28) 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 Alta Davenport 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

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:
Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

The Principal at:
Alta Davenport, LLC
3715 Northside Pkwy NW, Suite 4-600
Atlanta, GA 30327

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 16th day of July, 2024.

PRINCIPAL:

Alta Davenport, LLC, a Delaware limited liability company

Name of Corporation

By: WS Davenport, LLC, a Delaware limited liability company, its managing member

By: WP Florida/Washington, LLC, a Delaware limited liability company, its sole member and manager

By: [Signature]

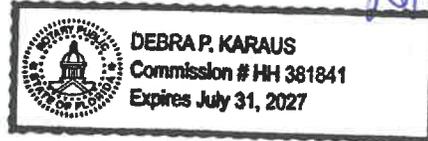
Bryan Borland

Printed Name

Title: Vice President

(SEAL)

[Signature]



[Signature]
Witness 2494 FIELDINGWOOD RD
MAITLAND, FL 32751
ERIC HODGES

Printed Name
Jason Richter

Witness 7120 Blackmillers court
Weeki Wachee FL 34613
Jason Richter

Printed Name

Tiffany Soko
Witness

Tiffany Soko
Printed Name

Jennifer B Gullett
Witness

Jennifer B. Gullett
Printed Name

SURETY:

Harco National Insurance Company

Name of Corporation

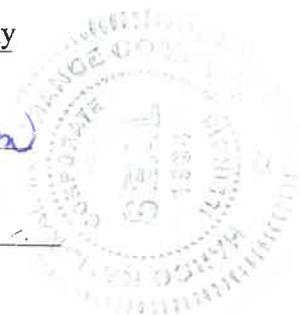
By: Margaret A. Ginem

Margaret A. Ginem

Printed Name

Title: Attorney-in-Fact

(SEAL) Inquiries: 813 210-4412



(Attach power of attorney)

POWER OF ATTORNEY

Bond # 0859297

HARCO NATIONAL INSURANCE COMPANY

INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NATASHE A. DAVIS, TIFFANY SOKO, MARGARET A. GINEM

Tampa, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

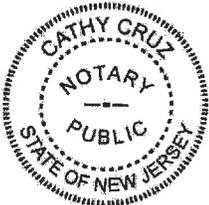
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 16, 2024

Irene Martins, Assistant Secretary



MADDEN

MOORHEAD & STOKES, LLC
CIVIL ENGINEERS

June 20, 2024

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: ALTA DAVENPORT (LDRES-2021-101)

Dear Chrissy:

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

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Price</u>
<u>Paving & Drainage</u>				
1" FC - 9.5	800	SY	\$20.25	\$16,200.00
2" SP - 12.5	800	SY	\$29.60	\$23,680.00
10" Limerock Base	930	SY	\$25.00	\$23,250.00
12" Stabilized Subgrade	930	SY	\$6.00	\$5,580.00
Sawcut Existing AC	560	LF	\$5.00	\$2,800.00
Striping & Signage	1	LS	\$2,225.00	\$2,225.00
6" Concrete Sidewalk	6,110	SF	\$6.50	\$39,715.00
Handicap Ramp	4	EA	\$880.00	\$3,520.00
Remove Existing Curb	560	LF	\$15.00	\$8,400.00
Type A Curb	155	LF	\$20.25	\$3,138.75
Type F Curb	305	LF	\$21.00	\$6,405.00
Valley Gutter	390	LF	\$23.50	\$9,165.00
24" RCP	25	LF	\$83.60	\$2,090.00
Connect to Existing and Replace Type 5 Top 1	1	LS	\$1,100.00	\$1,100.00
Paving & Drainage Subtotal:				\$147,268.75
<u>Please see attached SOV's for Public Utility Costs:</u>				
Water				\$111,551.00
Wastewater				\$63,303.00
Reclaimed				\$14,000.00
Utilities Subtotal:				\$188,854.00
Total:				\$336,122.75
10%				\$33,612.28

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

Sincerely,

David A. Stokes, P.E.
President
P.E. No. 66527
DAS/ja

H:\Data\21079\Construction Admin\Corr Cert\10001\Cost Certifications - City of Polk County - 620 24

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: Alta Davenport

Project #: LDRES-2021-101

DATE: 6/28/2024

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.