

COMMERCIAL MAINTENANCE BOND

Bond No. 800207995

KNOWN ALL MEN BY THESE PRESENTS, That we, RW County Line Industrial Owner, 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 MN and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Thirty One Thousand Eight Hundred Five & 00/100 (\$ 31,805.00) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, 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 accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the County Line Crossings-Roadwork as 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"); 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:

Atlantic Specialty Insurance Company
605 Highway 169 N. Ste. 800
Plymouth, MN 55441

The Principal at:

RW County Line Industrial Owner, LLC
1 Glenlake STE. 900
Atlanta, ga 30328

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 6 day of November, 2025.

Tiffany Greene
Witness
Tiffany Greene
Printed Name
Shane Nelson
Witness
Shane Nelson
Printed Name

PRINCIPAL:

RW County Line Industrial Owner, LLC

Name of Corporation

By: Tim Staub

Tim Staub
Printed Name

Title:
(SEAL)

SURETY:

Atlantic Specialty Insurance Company

Name of Corporation

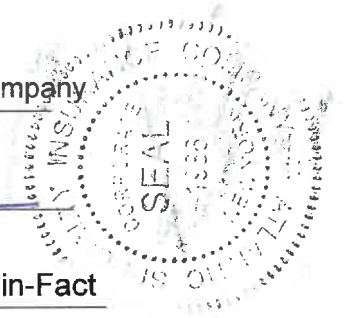
By: Taylor D. Wagner

Taylor D. Wagner, Attorney-in-Fact

Printed Name

Title:
(SEAL)

Daniel F. Wagner
Witness
Daniel F. Wagner
Printed Name
Daniel F. Wagner, Jr.
Witness
Daniel F. Wagner, Jr.
Printed Name



(Attach power of attorney)



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: **Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wagner, Jr.**, 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 twenty-seventh day of April, 2020.

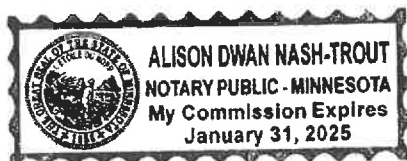
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he 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 6 day of November 2025

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

BOGGS ENGINEERING, LLC

Project: COUNTY LINE CROSSINGS - ROAD WORK					Sheet: 1 of 2	
Location: County Line Road south fo Medulla Rd					Project No. 21075	
Engineers Cost Estimate					Date: 4/4/2025	
Basis of Estimate: <input type="checkbox"/> Concept <input type="checkbox"/> Des. Dev. <input checked="" type="checkbox"/> Final					Estimator: SCB	
Client: Robinson Weeks Partners					Checker:	
Item	Description	Quantity	Units	Unit Cost	Subtotal Cost	Total Cost
1	DEMOLITION					
2	Curbing	1527	LF	\$ 6.00	\$ 9,162.00	
3	Edge of pavement	5015	SF	\$ 1.50	\$ 7,522.50	
4	grass medium	11916	SF	\$ 0.50	\$ 5,958.00	
5	Inlet top	1	EA	\$ 750.00	\$ 750.00	
6						\$23,393
7	ROADWORK: shoulder					
8	2' paved shoulder	229	SY		\$ -	
9	14" crushed concrete base	229	SY	\$ 35.00	\$ 8,015.00	
10	2" Type SP-12.5 asphalt	229	SY	\$ 18.50	\$ 4,236.50	
11						\$12,252
12	ROADWORK: hd pavement					
13	14" crushed concrete base	2255	SY	\$ 35.00	\$ 78,925.00	
14	2" Type SP-12.5 asphalt	2255	SY	\$ 18.50	\$ 41,717.50	
15						\$120,643
16	ROADWORK: merge					
17	mill and overlay 2"	5360	SF		\$ -	
18	milling	2	DAYS	\$ 2.75	\$ 5.50	
19	2" overlay	596	SY	\$ 18.50	\$ 11,026.00	
20	Type E curb	303	LF	\$ 20.00	\$ 6,060.00	
21	Type V traffic separator	2069	SF	\$ 9.00	\$ 18,621.00	
22						\$35,713
23	PAVEMENT MARKING					
24	6" paving for gutter	1144	SF	\$ 9.00	\$ 10,296.00	
25	6" white stripe	877	LF	\$ 10.00	\$ 8,770.00	
26	6" white 3-9' skip with RPM at 40'	590	LF	\$ 12.00	\$ 7,080.00	
27	6" yellow stripe	1248	LF	\$ 10.00	\$ 12,480.00	
28	18" yellow stripe	117	LF	\$ 16.00	\$ 1,872.00	
29	arrow	7	EA	\$ 450.00	\$ 3,150.00	
30	tubular marker	1	EA	\$ 500.00	\$ 500.00	
31						\$44,148
32	MISCELLANEOUS					
33	traffic control	1	LS	\$ 25,000.00	\$ 25,000.00	
34						\$25,000
35	DRAINAGE					
36	14" X 23" HERCP	204	LF	\$ 105.00	\$ 21,420.00	
37	MES	5	EA	\$ 3,000.00	\$ 15,000.00	
38	ditchblock	1	EA	\$ 5,000.00	\$ 5,000.00	
39	19" X 30" HERCP	24	LF	\$ 170.00	\$ 4,080.00	
40						\$45,500
41	SUBTOTAL					\$306,647

BOGGS ENGINEERING, LLC

Project:	COUNTY LINE CROSSINGS - ROAD WORK	Sheet:	2 of 2
Location:	County Line Road south fo Medulla Rd	Project No.	21075
Engineers Cost Estimate		Date:	4/4/2025
Basis of Estimate: <input type="checkbox"/> Concept <input type="checkbox"/> Des. Dev <input checked="" type="checkbox"/> Final		Estimator:	SCB
Client:	Gordon St. Development, LLC	Checker:	

Item	Description	Quantity	Units	Unit Cost	Subtotal Cost	Total Cost
42	SUBTOTAL from Page 1					\$306,647
43						
44						
45	Sodding	22635	SF	\$ 0.45	\$ 10,185.75	
46	Seeding	0	SY	\$ 1.00	\$ -	
47						\$10,186
48	EARTHWORK					
49	earthwork and fine grading	4840	SY	\$ 0.25	\$ 1,210.00	
50						\$1,210
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55	TOTAL SITE COST					\$318,043
56	10% Waranty					\$31,805
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LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: George Worthen, Inspector

Project Name: County Line Crossings

Project #: LDNON-2023-60

DATE: 9/18/2025

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.