

**MAINTENANCE BOND** Bond No. 41K237623

KNOWN ALL MEN BY THESE PRESENTS, that We, GE Investments of Polk, LLC, as Principal, and The Ohio Casaulty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NH 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 (the "County"), as Obligee, in the sum of Three Thousand Eight Hundred Twenty Four & 14/100 (\$ 3,824.14) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the 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 pursuant to the Subdivision Agreement attached hereto and incorporated herein as Exhibit "A" constructed the following improvements Off-Site Roadway, as further described in the Engineer's Cost Estimate, attached hereto and incorporated herein as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the James Farms Phase 1 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; 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");
2. If the Principal shall correct any Defect to the Improvements that is discovered during the Warranty Period; and
3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

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

4. 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.

5. 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.

6. 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 in address:

**The Surety at:**

The Ohio Casualty Insurance Company  
175 Berkley Street  
Boston, MA 02116

**The Principal at:**

GE Investments of Polk, LLC  
1925 E. Edgewood Dr. Ste. 100  
Lakeland, FL 33801

**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.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by their duly authorized officers this 27 day of March, 2025.

Kathryn Bibeau  
Witness

Kathryn Bibeau  
Printed Name

B Filipkowski  
Witness

B Filipkowski  
Printed Name

Daniel F. Wagner  
Witness

Daniel F. Wagner  
Printed Name

Candy Wagner  
Witness

Candy Wagner  
Printed Name

PRINCIPAL:

GE Investments of Polk, LLC  
Name of Corporation

By: [Signature]

AUSTIN EVANS  
Printed Name  
Title:  
(SEAL)

SURETY:

The Ohio Casualty Insurance Company  
Name of Corporation

By: [Signature]

Taylor Wagner, Attorney-in-Fact  
Printed Name  
Title:  
(SEAL)

(ATTACH POWER OF ATTORNEY)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8210665-984127**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner Jr., Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of August, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 24th day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27 day of March, 2025



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



# TRADITIONS ENGINEERING

Polk County Land Development  
330 W. Church Street, Bartow, Florida 33830

**Subject: James Farms**  
**Application No. LDROW-2023-20**

## Engineer's Probable Cost – Warranty Bond (10%)

### Offsite Road Improvements

MOT	1 LS	\$	8,925.00	\$	8,925.00
Earthwork	1 LS	\$	17,379.35	\$	17,379.35
Fine Grading Area	5190 SY	\$	2.30	\$	11,937.00
14" Limerock Base (Full Depth)	1305 SY	\$	40.84	\$	53,296.20
2.0" SP 9.5 Asphalt Widening	1050 SY	\$	29.40	\$	30,870.00
6" Stabilized Shoulder	1150 SY	\$	20.94	\$	24,081.00
Type F Curb	540 LF	\$	29.40	\$	15,876.00
5' Sidewalk (Off-Site)	2010 SF	\$	5.25	\$	10,552.50
ADA Ramp w Mats	2 EA	\$	2,257.50	\$	4,515.00
Striping and Signage	1 LS	\$	17,335.50	\$	17,335.50
Sod Disturbed Area	1050 SY	\$	3.15	\$	3,307.50
SUBTOTAL				\$	38,241.35
10% of Total -				\$	3,824.14

02/19/2025

Charles "Chad" Brooker, P.E.  
License No. 88615  
Traditions Engineering, LLC

Date







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](http://www.polk-county.net)

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**LAND DEVELOPMENT DIVISION**

**MEMORANDUM**

**To:** Rebecca Marvin, Project Coordinator

**From:** Glenda Mills, Inspector

**Project Name:** James Farm ROW Improvements

**Project #:** LDROW-2023-20 **PCUMD Project #**

**DATE:** February 26, 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.