

**PERFORMANCE BOND** Bond No. 2298100

KNOWN ALL MEN BY THESE PRESENTS, that We, CAMPBELL ESTATES OF LAKELAND, LLC, as Principal, and West Bend Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Wisconsin Florida 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 Two hundred & fifty seven thousand and eight hundred & eight dollars and seventy cents (\$ 257,880.70) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to construct 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 Campbell Road Subdivision 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 the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by February 28, 2025 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Obligee this Bond shall be null and void.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. Alternatively, the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall pay the Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

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 court costs and attorney's fees, 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. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed Improvements or the plans, specifications and schedules.

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:**

West Bend Insurance Company  
1900 South 18th Avenue  
West Bend, WI 53095

**The Principal at:**

9875 Hancock Rd  
Lakeland, FL 22810-1079

**The Obligee at:**

Polk County, Land Development Division  
330 West Church Street  
PO Box 9005 – Drawer GM03  
Bartow, FL 33831-9005

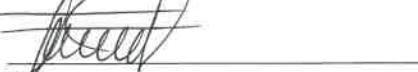
[Signatures appear on the next page]

THIS BOND DATED THE 28 DAY OF August, 20 24,  
(the date of issue by the Surety).

PRINCIPAL:

  
Witness

Natacha Martinez  
Printed Name

  
Witness

Kencyra Alarcon  
Printed Name

CAMPBELL ESTATES OF LAKELAND, LLC  
Name of Corporation

By: Celia Morales

Celia Morales  
Printed Name  
Title: Manager  
(SEAL)

PRINCIPAL

STATE OF Florida <sup>L.K.</sup>  
COUNTY OF Polk Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 28 day of August, <sup>2024</sup>, by Celia Morales as  
Manager (title of officer) of Campbell Estates of Lakeland (entity name), on behalf of the on  
behalf of the Principal, who  is personally known to me or  has produced  
as identification.

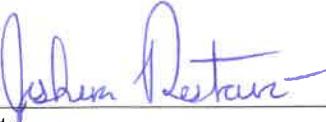
(AFFIX NOTARY SEAL)



LESLIE REYES  
Comm.: # HH 299935  
Expires: November 30, 2026  
Notary Public - State of Florida

  
Notary Public  
Print Name Leslie Reyes  
My Commission Expires 11/30/26

SURETY:

  
Witness

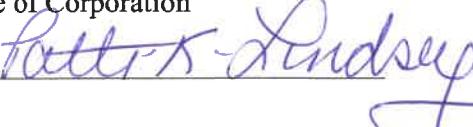
Joshua Restauri  
Printed Name

Willie Chapman  
Witness

William Chapman  
Printed Name

West Bend Insurance Company

Name of Corporation

By:   


Patti K. Lindsey

Printed Name

Title: Attorney-In-Fact  
(SEAL)

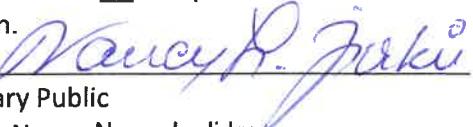


(ATTACH POWER OF ATTORNEY)

STATE OF PA  
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this 27th day of August, 2024 by Patti K. Lindsey as  
Attorney-In-Fact (title of officer) of West Bend Insurance (entity name), on behalf of the on  
behalf of the Surety, who  is personally known to me or  has produced

N/A as identification.

  
Notary Public  
Print Name Nancy L. Jirku

My Commission Expires December 20, 2025

Commonwealth of Pennsylvania - Notary Seal  
Nancy L. Jirku, Notary Public  
Allegheny County  
My commission expires December 20, 2025  
Commission number 1411346  
Member, Pennsylvania Association of Notaries

EXHIBIT A  
(Engineer's Cost Estimate)



Bond No. Bid Bond

### POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Pamela M. Anderson, Wendy A. Bright, William M. Chapman, Matthew M. Eperesi, Natasha Kerr, Barbara A. Leeper, Patti K. Lindsey, Madeline P. Lovett, Alexandra Machnik, Cheri L. Ritz, Robert Vetere, Richard Zimmerman

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Herby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th day of August 2024



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



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:** Chrissy Irons, Development Coordinator II

**From:** Marty Waring, Inspector

**Project Name:** Campbell Subdivision

**Project #:** LDRES-2021-103

**DATE:** 9/17/2025

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.