

RESIDENTIAL MAINTENANCE BOND Bond No. 4184112

KNOWN ALL MEN BY THESE PRESENTS, That we, Eden Site Development, Inc., as Principal, and Great American Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio 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 Oblige, in the sum of Fourteen Thousand Three Hundred Sixty-seven And 27/100 (\$ 14,367.27) 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 Babson Court 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 Oblige a bond warranting the Improvements for a definite period of time following the Oblige's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Oblige'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 Oblige 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 Oblige this Bond shall be void, otherwise to remain in full force and effect.

3. The Oblige, 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:

Great American Insurance Company
301 East 4th Street
Cincinnati, OH 45202

The Principal at:

Eden Site Development, Inc.
15 W. Pine Avenue
Longwood, FL 32750

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 7th day of February, 2025.

[Signature]
Witness

Phil Rohrback
Printed Name

Jonathan Jones
Witness

Jonathan Soule
Printed Name

[Signature]
Witness

Allyson Wing
Printed Name

[Signature]
Witness

Amanda Jo Herstine
Printed Name

PRINCIPAL:

Eden Site Development, Inc.
Name of Corporation

By: [Signature]

Samuel Garcia
Printed Name

Title:
(SEAL)

SURETY:

Great American Insurance Company
Name of Corporation

By: [Signature]

Jennifer L. Hindley
Printed Name

Title: Attorney in Fact & FL Licensed Resident Agent
(SEAL)

Inquiries: (407) 834-0022

(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 ELEVEN

No. 0 21820

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, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; 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.

| Name | Address | Limit of Power | |
|-----------------------|---------------------|-------------------|---------------|
| MARGIE L. MORRIS | JENNIFER L. HINDLEY | LONGWOOD, FLORIDA | ALL |
| BRYCE R. GUIGNARD | CHRISTINE MORTON | LONGWOOD, FLORIDA | \$100,000,000 |
| APRIL L. LIVELY | KELLY PHELAN | LONGWOOD, FLORIDA | |
| ALLYSON FOSS WING | DAVID R. TURCIOS | LONGWOOD, FLORIDA | |
| WESLEY MATTHEW ADCOCK | AMANDA HERSTINE | LONGWOOD, FLORIDA | |
| DEBORAH ANN MURRAY | | TAMPA, FLORIDA | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

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 8TH day of FEBRUARY 2024

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

My L C. B.

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 8TH day of FEBRUARY, 2024, 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 Kohorst

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 Divisional 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 7th day of February, 2025



My L C. B.

Assistant Secretary



Engineers, Land Planners and Construction Managers

5904 Hillside Heights Drive • Lakeland, FL 33812
Phone: (863) 619-6131 • Facsimile: (863) 619-6103
www.jsk-consulting.com

ENGINEER'S COST ESTIMATE

January 22, 2025

Polk County Office of Planning and Development
330 West Church Street
Bartow, Florida 33830

RE: Babson Court
Opinion of Probable Construction Cost – Warranty Bond Estimate
Polk County Project Number: LDRES-2022-38

The purpose of this letter is to document opinion of probable construction cost for Utility items to be dedicated to Polk County for ownership and maintenance.

| No. | Description | Quantity | Unit | Unit Cost | Total Cost |
|-----|-----------------------|----------|------|----------------------------------|--------------------|
| 1 | Water SOV | EACH | EACH | \$107,453.26 | \$107,453.26 |
| 2 | Fittings & Restraints | 1 | LS | \$16,046.93 | \$16,046.93 |
| 3 | Fire Hydrant | 2 | EACH | \$20,172.60 | \$20,172.60 |
| | | | | Sub Total | \$143,672.79 |
| | | | | Bond for the County @ 10% | \$14,367.27 |

The balance for complete the aforementioned work is estimated at **Fourteen Thousand Three Hundred Sixty-Seven Dollars and Twenty-Seven cents (\$14,367.27)**. This opinion of probable construction cost shall serve as the basis for obtaining a bond for this water line. If you have any questions or need any information, please let our office know.

Sincerely,

JSK CONSULTING

Matthew K. Johnson, PE
resident





LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Matthew Pipkins, Inspector

Project Name: Babson Court

Project #: LDRES-2022-38

DATE: 12/4/2024

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.