

## COMMERCIAL PERFORMANCE BOND

Bond No. 41K237329

KNOWN ALL MEN BY THESE PRESENTS, That we, GE Investments of Polk, LLC, as Principal, and The Ohio Casualty 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, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the aggregate sum of \* (\$ 164,135.00) Dollars (hereinafter the "Total Penal Sum"), 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. \*One Hundred Sixty Four Thousand One Hundred Thirty Five & 00/100 Dollars

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"), for the Sand Lake Groves West project located at Bartow, FL (the "Project"), 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, Polk 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 provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by 1 year, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, 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. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

Initials: AR

the Surety shall forthwith 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. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

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. All notices, demands and correspondence with respect to this Bond shall be in writing and addressed to:

**The Surety:**

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

**The Principal:**

GE Investments of Polk, LLC  
1925 E. Edgewood Dr., Ste. 100  
Lakeland, FL 33803

**The Obligee:**

Polk County, Land Development Division  
330 W. Church St.  
PO Box 9005—Drawer GM03  
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements 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 Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 30 DAY OF September, 2024,  
(the date of issue by the Surety).

Kathryn Bibeau  
Witness

Kathryn Bibeau  
Printed Name

B. Filipkowski  
Witness

B. Filipkowski  
Printed Name

Daniel F. Wagner, Jr.  
Witness

Daniel F. Wagner, Jr.  
Printed Name

Candy Wagner  
Witness

Candy Wagner  
Printed Name

PRINCIPAL:

GE Investments of Polk, LLC  
Name of Corporation

By: Austin Evans

AUSTIN EVANS  
Printed Name

Title: LAND DEVELOPMENT MANAGER  
(SEAL)

SURETY:

The Ohio Casualty Insurance Company  
Name of Corporation

By: Taylor Wagner

Taylor Wagner  
Printed Name

Title: Attorney-in-Fact  
(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, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

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 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, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 30 day of September, 2024.



By: Renee C. Llewellyn, Assistant Secretary

**ACTIONS BY THE WRITTEN CONSENT OF THE MEMBERS AND MANAGERS  
OF  
GE INVESTMENTS OF POLK, LLC**

The undersigned, being all of the Members and Managers of GE INVESTMENTS OF POLK, LLC, a Florida limited liability company, (the "Company") hereby take the following actions by unanimous written consent in lieu of holding a meeting regarding such actions, pursuant to the applicable provisions of Chapter 605, Florida Statutes.

WHEREAS, the Company is in the business of purchasing vacant land and developing such vacant land into residential single family building sites, purchasing developed single family building sites, performing all necessary or appropriate due diligence to determine the vacant land or building sites are appropriate for the Company's intended use, obtaining all necessary or appropriate governmental approvals for the work performed by the Company, and performing such other related activities as the Company deems necessary or appropriate to further its ongoing business; and

WHEREAS, Kyle T. Clyne ("Clyne") is Senior Development Manager of the Company, and Austin Evans ("Evans") is Land Development Manager of the Company; and

WHEREAS, the Members and Managers have determined that it would be in the best interest of the Company and the conduct of the Company's business to authorize Clyne and Evans to facilitate the day-to-day development aspects of the Company's business related to land the Company owns or the Company has under contract.

THEREFORE, IT IS HEREBY RESOLVED, that following are the primary duties, powers and authorities of Clyne and Evans:

To apply in the name of the Company for all permits and approvals necessary or appropriate for the efficient operation of the Company's business, and to execute in the name of the Company applications, affidavits, certificates, checks and such other documents as Clyne or Evans deems necessary or appropriate to obtain such permits and approvals;

To serve as liaison between the Company and contractors, subcontractors, suppliers, vendors and representatives of governmental agencies related to the ongoing business of the Company;

To request, receive, review and execute proposals and contracts with contractors, subcontractors, suppliers and vendors related to the ongoing business of the Company so long as the monetary obligation for each such contract or proposal does not exceed \$100,000.00;

To receive, review and approve invoices submitted by contractors, subcontractors, suppliers and vendors related to the ongoing business of the Company;

To obtain in the name of the Company bonds related to the ongoing business of the Company, and to execute in the name of the Company applications, forms, affidavits, certificates and such other documents as Clyne and Evans deems necessary or appropriate to obtain such bonds;

To review, negotiate, approve, and execute in the name of the Company, applications and agreements to provide utility services (gas, electric, lighting, cable, internet and the like), as Clyne or Evans determines are required or appropriate in the performance of the Company's business;

To prepare and execute in the name of the Company, Notices of Commencement, Notices of Termination, and such other like documents as Clyne or Evans determines are required or appropriate in the performance of the Company's business; and

To prepare and execute in the name of the Company and deliver to lenders, draw requests under existing loans to the Company to obtain advances under such loans for payment for completed work, delivered materials, and services provided; and

To perform such other duties and execute in the name of the Company such other documents as Clyne or Evans deems necessary or appropriate in the ordinary course of the Company's business, and to perform such other functions as may be requested or directed by the Company through its Managers.

**FURTHER RESOLVED**, that in addition to the Managers of the Company, only one (1) signature being required, Clyne and Evans are authorized, for and on behalf of the Company, to sign checks for payment for goods and services directly and indirectly related to the ongoing business of the Company in accordance with the following guidelines:


- (a) When the check stub shows PO numbers;
- (b) When the check is shown as "Approved" on the list of payments on the TimberScan (or similar accounts payable software) printout provided with the checks; and
- (c) When the check is accompanied by an appropriately approved invoice or check request.

**FURTHER RESOLVED**, that, in addition to the Managers of the Company, only one (1) signature being necessary, Clyne and Evans are authorized, for and on behalf of the Company, to initiate wire transfers and ACH payments for goods and services directly and indirectly related to the ongoing business of the Company; **PROVIDED**, a Manager or the Staff Account responsible for the Company's accounts payable has first approved such wire or ACH payment.

**FURTHER RESOLVED**, that notwithstanding the foregoing grant of authority to Clyne and Evans, such authority shall not extend to: (1) pledging or encumbering assets of the Company; (2) the execution modification or extension of contract for the purchase or sale of real property; (3) the execution of modifications or renewals of existing indebtedness of the Company; or (5) the making and execution of documents creating new indebtedness of the Company.

FURTHER, RESOLVED, that this Resolution shall commence on the effective date set forth below and shall terminate on the earlier of: (i) a subsequent action by the Members and/or Managers revoking the authority granted hereby, or (ii) as of the date the employment of Clyne or Evans by the Company ends, at which time the authority granted by this Resolution, without further action by the Members or Managers, shall cease and terminate as to such person.

Signed and Effective as of October 11, 2021

  
\_\_\_\_\_  
Gregory A. Masters, Member and Manager

  
\_\_\_\_\_  
Edward H. Laderer, Jr., Member and Manager





September 10, 2024

Polk County Land Development  
330 West Church Street  
Bartow, FL 33830

RE: Sand Lake Groves West  
Project ID #: LDROW-2024-45

To Whom it May Concern:

Based on the Contractor's Schedule of Values, as listed below the Performance Surety Bond for the infrastructure improvements within the County right-of-way should be \$164,135.00. This amount is 110% of the estimated total cost of construction for the public infrastructure to assure that the improvements are complete.

Description	Qty.	Unit	Unit Cost (\$)	Total Cost (\$)
Mobilization	1	LS	\$ 1,400.00	\$ 1,400.00
12"x8" TSV	1	EA	\$ 7,380.00	\$ 7,380.00
12"X4" TSV	1	EA	\$ 4,900.00	\$ 4,900.00
8" C-900 DR-18 PVC	110	LF	\$ 34.70	\$ 3,817.00
4" C-900 DR-18 PVC	1060	LF	\$ 13.45	\$ 14,257.00
4" Directional Bore	40	LF	\$ 122.00	\$ 4,880.00
8" Directional Bore	40	LF	\$ 145.00	\$ 5,800.00
8" Gate Valve	2	EA	\$ 2,397.00	\$ 4,794.00
8" Tee	1	EA	\$ 710.00	\$ 710.00
HDPE/PVC Connections	4	EA	\$ 729.00	\$ 2,916.00
Misc Fitting (8")	3	EA	\$ 420.00	\$ 1,260.00
Misc Fitting (4")	7	EA	\$ 267.00	\$ 1,869.00
Single Service	1	EA	\$ 825.00	\$ 825.00
Double Service	4	EA	\$ 1,571.00	\$ 6,284.00
Restraints	1	EA	\$ 1,305.00	\$ 1,305.00
Temporary Jumper	1	EA	\$ 1,850.00	\$ 1,850.00
Blowoff (Temporary)	1	EA	\$ 675.00	\$ 675.00
Pressure Testing/Pigging	1	LS	\$ 1,200.00	\$ 1,200.00
Sample Points	2	EA	\$ 646.00	\$ 1,292.00
BacT's	1	LS	\$ 1,080.00	\$ 1,080.00
Single Post Sign	2	AS	\$ 509.85	\$ 1,020.00
6" Thick Concrete Driveway	384	SY	\$ 93.42	\$ 35,873.28
4" Thick Concrete Sidewalk	458	SY	\$ 72.85	\$ 33,365.00



# Kimley»»Horn

Sod (Performance Turf)	3,658	SY	\$ 2.86	\$ 10,462.00
<b>Total - ALL SYSTEMS</b>				<b>\$ 149,214.00</b>
<b>110% of Total</b>				<b>\$ 164,135.00</b>

Should you have any questions or require additional information, please contact me at 863-226-6873 or richard.mills@kimley-horn.com.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC**



Richard Mills, P.E.  
Project Manager