

COMMERCIAL MAINTENANCE BOND

Bond No. 407549D

KNOWN ALL MEN BY THESE PRESENTS, That we, 2024 Shepherd Lakeland LLC, as Principal, and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of _____ 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 Twelve Thousand One Hundred Twenty Five 08/100 (\$ 12,125.08) 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 Chick-Fil-A, S Florida Ave as filed with Polk County’s Land Development Division, which Plans are by reference LDNON-2024-88 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 18th months 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:

Westfield Insurance Company
PO Box 5001
Westfield Center, OH 44251-5001

The Principal at:

2024 Shepherd Lakeland LLC
151 Sawgrass Corners Drive#202
Ponte Vedra, FL 32082

The Obligee at:

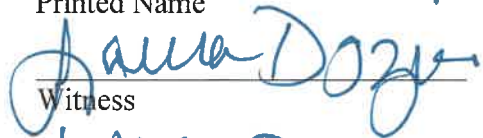
Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

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.

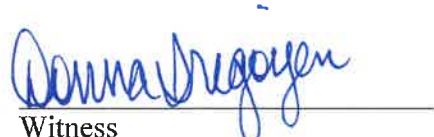
IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 5th day of November, 2025.



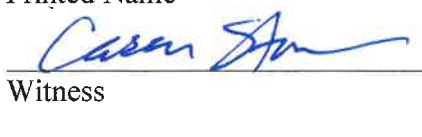
Witness
Anne Sanderson
Printed Name



Witness
LAURA DOZIER
Printed Name




Witness
Donna Irigoyen
Printed Name



Witness
Cassie Stone
Printed Name

PRINCIPAL:

2024 Shepherd Lakeland, LLC
Name of Corporation

By: 

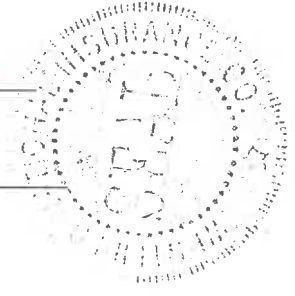
Paul S. Ferber
Printed Name
Title: Manager
(SEAL)

SURETY:

Westfield Insurance Company
Name of Corporation

By: 

Jon A Schroeder
Printed Name
Title:
(SEAL)



(Attach power of attorney)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/30/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 1211672 06

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JON A. SCHROEDER, JODIE L. SELLERS, WILLIAM T. KRUMM, CASSANDRA L. STONE, JOINTLY OR SEVERALLY

of **ROLLING MEADOWS** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **30th** day of **JANUARY** A.D., **2025**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **30th** day of **JANUARY** A.D., **2025**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

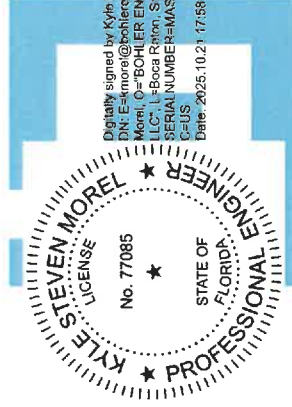
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **5th** day of **November** A.D., **2025**


Frank A. Carrino, Secretary

Engineer's Cost Estimate						
Offsite Improvements						
Project Location:	S. Florida Ave & Shepherd Rd					
Plan Name/Number:	QSR Shepherd					
Prepared For:	Ferber					
Prepared By:	Bohler					
Date of Cost Estimate:	October 21, 2025					
Name/Date of Plan:	Offsite Utility Record Drawings & Plumbing Site Plan					
Site Visit Date:						
Item	Quantity	Unit	Unit Cost	Total	Notes	
Water Service						
8" DIP Water Main	345	L.F.	\$174.02	\$60,036.90	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
8" gate valve w/ valve box	1	EACH	\$5,312.01	\$5,312.01	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
2" PE Water Service Line	9	L.F.	\$37.75	\$339.75	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
Blowoff Valve, Furnish and Install	1	EACH	\$9,000.00	\$9,000.00	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
6" DIP Water Main	51	L.F.	\$122.58	\$6,251.58	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
6" gate valve w/ valve box	1	EACH	\$3,737.05	\$3,737.05	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
6"x2" Tapping Saddle/ Sleeve	1	EACH	\$1,204.92	\$1,204.92	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
Fire Hydrant 6" includes fire hydrant, valve, valve box, pipe/fittings and mainline tee	1	EACH	\$3,948.33	\$3,948.33	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
6"x8" Tee	1	EACH	\$2,991.23	\$2,991.23	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
Bends/elbows (8")	2	EACH	\$1,383.37	\$2,766.74	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
Sanitary Sewer						
4" PVC Force Main	357	LF	\$43.76	\$15,622.32	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
4" Valve Assembly	2	EACH	\$3,400.00	\$6,800.00	Based on FDOT Historical Item Average Cost from 9/1/2024 - 8/31/2025	
4" Tee	1	EACH	\$750.00	\$750.00	Estimated Cost	
Bends / Elbows 4"	2	EACH	\$750.00	\$1,500.00	Estimated Cost	
4" Cap	1	EACH	\$990.00	\$990.00	Estimated Cost	
Sub-total for all Utilities				\$121,250.83		

Off-Site Subtotal	\$121,250.83
10%	\$12,125.08

Bohler engineering has no control over costs of labor, material, bidding, unidentified field conditions, market conditions, or any other factors like to affect this OPC. This OPC is valid for this date and the reliability of the OPC will degrade over time. Bohler cannot and does not warranty, promise or guarantee that proposals, bids, project construction cost will not vary significantly from this OPC.



Digitally signed by Kyle Morel
 DN: E=kmore@bohlereng.com, CN=Kyle Morel, O=BOHLER ENGINEERING FL, LLC, U=Boca Raton, S=Florida, SERIALNUMBER=MA320250902465768, C=US
 Date: 2025.10.21 17:58:06-04:00

This item has been digitally signed and sealed by Kyle Steven Morel, PE, on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



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

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: George Worthen, Inspector

Project Name: Chick-Fil-A

Project #: LDNON-2024-88

DATE: 2/26/2026

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.