

COMMERCIAL MAINTENANCE BOND

Bond No. 017266605

KNOWN ALL MEN BY THESE PRESENTS, That we, Marcobay Construction, Inc., as Principal, and Liberty Mutual Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Massachusetts 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 Twenty-seven Thousand Six Hundred Thirteen and 60/100----- (\$27,613.60) 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 Pace Industrial Improvements, Polk County right of way, Pace Road as 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 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 18 months (~~xxxxxx~~) 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:

Liberty Mutual Insurance Company
175 Berkeley St, Boston MA 02116

The Principal at: Marcobay Construction, Inc.
3810 Drane Field Rd, Suite 16
Lakeland FL 33811

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 27th day of January, 2026.

PRINCIPAL:

Marcobay Construction, Inc.

Name of Corporation

By: [Signature]

Jimmy Vessels - president

Printed Name

Title:

(SEAL)

[Signature]
Witness

Tamela Breda
Printed Name

[Signature]
Witness

Will Yancey
Printed Name

SURETY:

Liberty Mutual Insurance Company

Name of Corporation

By: [Signature]

Kevin R. Wojtowicz

Printed Name

Title: Attorney in fact and Florida Licensed
(SEAL) Resident Agent

[Signature]
Witness

Eileen Heard, Surety Witness

Printed Name

[Signature]
Witness

Margie Schulz, Surety Witness

Printed Name

(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: 8212251-964008

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, Brett Rosenhaus; Kevin R. Wojtowicz; Laura D. Mosholder; Robert H. Bond; Tracey Boone-Brown

all of the city of Saint Petersburg 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 8th day of August, 2024.



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

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of August, 2024 before me personally appeared Nathan J. Zangerle, 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

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 Nathan J. Zangerle, 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 27th day of June 2024



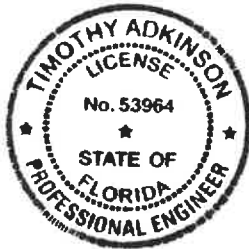
By: Renee C. Llewellyn, Assistant Secretary

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

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

COST ESTIMATE
PACE INDUSTRIAL IMPROVEMENT IN POLK COUNTY RIGHT-OF-WAY, PACE ROAD
3/15/25

| Item No. | Pay Item No. | DESCRIPTION | APPROX. QUANTITY | UNIT | UNIT COST | TOTAL COST |
|----------|--------------|------------------------------------------|------------------|------|-------------|--------------|
| 1 | | Mobilization | 1 | LS | \$25,000.00 | \$25,000.00 |
| 2 | 102 1 | Maintenance of Traffic | 1 | LS | \$10,000.00 | \$10,000.00 |
| 3 | 160 4 | Type B Stabilization 12" | 480 | SY | \$8.00 | \$3,840.00 |
| 4 | 285709 | Base Group 10 | 480 | SY | \$32.00 | \$15,360.00 |
| 5 | 334 1 13 | SP Asphaltic Concrete C (1.5") | 40 | TN | \$168.00 | \$6,720.00 |
| 6 | 337 7 82 | SP Asphaltic Concrete C (1") | 32 | TN | \$198.00 | \$6,336.00 |
| 7 | 0425 2 61 | Manhole, P-8, <10' | 1 | EA | \$7,780.00 | \$7,780.00 |
| 8 | 0425 1361 | Curb Inlet, Type P-6, <10' | 1 | EA | \$9,770.00 | \$9,770.00 |
| 9 | 430174115 | Pipe Culvert, Opt Matl, Round, 42" SD | 16 | LF | \$450.00 | \$7,200.00 |
| 10 | 520-1-7 | Concrete Curb & Gutter, Type F | 380 | LF | \$45.00 | \$17,100.00 |
| 11 | 522-2 | Concrete Sidewalks, 6" Thick | 650 | SY | \$70.00 | \$45,500.00 |
| 12 | 711 | Thermoplastic Pavement Markings & RPMs | 1 | LS | \$2,500.00 | \$2,500.00 |
| 13 | | Reclaimed Water - 12"x 4" Wet Tap Assy. | 1 | EA | \$4,420.00 | \$4,420.00 |
| 14 | | Reclaimed Water - 6" HDPE | 90 | LF | \$181.00 | \$16,290.00 |
| 15 | | Reclaimed Water - 6" Directional Bore | 100 | LF | \$38.00 | \$3,800.00 |
| 16 | | Potable Water - 12"x 12" Wet Tap Assy. | 1 | EA | \$12,000.00 | \$12,000.00 |
| 17 | | Potable Water - 16" HDPE | 50 | LF | \$93.00 | \$4,650.00 |
| 18 | | Potable Water - 16" Directional Bore | 50 | LF | \$400.00 | \$20,000.00 |
| 19 | | Potable Water - 12" DR-14 | 10 | LF | \$116.00 | \$1,160.00 |
| 20 | | Forcemain - 16" x 10" Wet Tap Assy. | 1 | EA | \$3,290.00 | \$3,290.00 |
| 21 | | Forcemain - 8" HDPE | 90 | LF | \$55.00 | \$4,950.00 |
| 22 | | Forcemain - 8" Directional Bore | 90 | LF | \$211.00 | \$18,990.00 |
| 23 | | Forcemain - 10" DR-18 | 120 | LF | \$59.00 | \$7,080.00 |
| 24 | | Forcemain - 10" Gate Valve | 1 | EA | \$4,150.00 | \$4,150.00 |
| 25 | | Forcemain - 10" 45 deg Bend | 2 | EA | \$845.00 | \$1,690.00 |
| 26 | | Forcemain - Sawcut | 130 | LF | \$12.00 | \$1,560.00 |
| 27 | | Forcemain - Asphalt and Base Replacement | 1 | LS | \$15,000.00 | \$15,000.00 |
| | | Subtotal | | | | \$276,136.00 |
| | | Contingency (10% of Subtotal) | | | | \$27,613.60 |



Digitally signed by Timothy L Adkinson
 DN: C=US, O=Unaffiliated,
 dnQualifier=
 A01410C00000198CD80F01D00176F
 F6, CN=Timothy L Adkinson
 Reason: I am the author of this
 document
 Location:
 Date: 2026.04.20 11:07:22-04'00'
 Foxit PDF Editor Version: 2025.2.0



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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, Project Coordinator II

From: Shaun Bridges, Inspector

Project Name: Pace Industrial

Project #: LDROW-2025-3

PCUMD Project #

DATE: 1/7/2026

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.