COMMERCIAL MAINTENANCE BOND

Bond No. LICX1986844

	KNOWN		MEN		THESE		That	we,
	h Creek Pai					n Insurance Comp		
Texas		and duly lie	censed to	conduct su	rety busines	virtue of the laws	lorida, as S	Surety,
are he	ld and firml	y bound un	to Polk (County, a p	olitical subo	division of the Sta	ate of Flori	ida, as
Oblige	e, in the	sum of T	hirty-Two	Thousand	, Seven Hur	ndred Twenty-Thr	ee & 91/10	0
(\$ 32,7	723.91	Oollars, for v	which pay	yment, well	and truly to	o be made, we bi	nd ourselve	es, our
heirs,	executors an	d successors	s, jointly	and several	ly firmly by	these presents.		
						hereinafter "LDC		erence
incor	porated into	and made p	art of thi	s Maintenai	nce Bond (h	ereinafter "Bond"); and	
						ements described		
						ed into and made		
(here	inafter "Imp	rovements"), in acco	rdance with	the drawin	igs, plans, specific ion Phase 2-3 nents 2-3	ations, and	lother
	-		Division	, which Pla	ns are by ref	ference incorporat	ed into and	l made
part (of this Bond	; and						
	WHEREA	S, the Princi	pal wishe	es to dedica	te the Impro	evements to the pu	blic; and	
	rincipal prov	vide to the C	bligee a	bond warra	nting the Im	ptance of the Improvements for a overnents; and		
the Iı	WHEREA mprovement	•		•		of the Obligee's	acceptance	e of
	NOW, THI	EREFORE,	the condi	tions of this	s Bond are s	uch that:		
1.	following to Obligee m	the Bond Co	ommence esulting	ment Date	(the "Warr	period of One anty Period") aga ruction, design, w	inst all los	ss that
2.	If the Princ Warranty F	•	rrect all I	Defects to th	ne Improven	nents that are disco	overed duri	ing the
Th and ef		roval by the	Obligee	this Bond	shall be voice	d, otherwise to rer	main in ful	l force

- 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:

Lexon Insurance Company 12890 Lebanon Road Mt Juliet, TN 37122

The Principal at:

English Creek Partners, LLC 346 E. Central Ave Winter Haven, FL 33880

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.

Page 2of 3

IN WITNESS WHEREOF, the Principal and Suret their duly authorized officers this 9th day of S	
PRIN	CIPAL:
	h Creek Partners, LLC
Witness	of Corporation
Jessica Spencer By:	All
Printed Name	
Krist Cassider	Albert S. Cassily
7	l Name
Victor Cascider	Manger
Kristin Cassiag (SEA)	.)
Printed Name	
SURE	TY:
Lexor	Insurance Company
Witness	of Corporation
Maria A. Gonzalez By:	Jang Morre
Printed Name Could Jame	
July	s I. Moore
	i Name
	Attorney-in-fact
Printed Name (SEA)	·)

(Attach power of attorney)

State of Illinois

} ss.

County of DuPage

On <u>September 9, 2025</u>, before me, <u>Maria A. Gonzalez</u>, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, <u>James I. Moore</u>, known to me to be Attorney-in-Fact of <u>Lexon Insurance Company</u>, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026

Maria A. Gonzalez, Notary Public

Commission No. <u>882909</u>

OFFICIAL SEAL MARIA A GONZALEZ NOTARY PUBLIC, STATE OF ILLINOIS WILL COUNTY MY COMMISSION EXPIRES 09/25/2028



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver of or, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

By:

Richard Appel;

Endurance Assurance Corporation

By: Accept SVA & Senior Counsel

SEAL OF DELAWARE

Endurance American Insurance Company

Richard Appel: SVP & Senior Counsel

SEAL 1996

ACKNOWLEDGEMENT

Lexon Insurance Company

ppel: SVP & Senior Counsel Richard

Bond Safeguard Insurance Company

Richard Appel; SVP & Senior Counsel

SOUTH DAKCTA INSURANCE

ion Expires 3/9/27

OS MOSON CON

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they kt/arrofficer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by laws of each Company.

Amy Taylor, Notary Public - My Commiss

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day

____{day o}September 20 <u>25</u>

retary

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NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

K-Ville PH 2 & 3 LDROW-2024-36 (Cadence Crossing) MAINTENANCE BOND ESTIMATE FOR ROW IMPROVEMENTS

8/7/2024

	0///2024				
Description	Quantity	Unit	Unit Price	Amount	
K-Ville Avenue Improvements (OFFSITE)					
12" Crushed Concrete Base	610	SY	\$ 41.00	\$ 25,0	10.00
1.5" SP-12.5 Recycled Asphalt (FDOT 40% Rip Rap Widening		SY	\$ 20.06		30.00
1" SP-9.5 Recycled Asphalt (FDOT 40% Rap Overlay)	1485	SY	\$ 13.25	\$ 19,6	76.25
Type F Curb	325	LF	\$ 28.00	\$ 9,1	.00.00
1" Asphalt Milling	985	SY	\$ 13.52	\$ 13,3	17.20
5' Wide Concrete Sidewalk 4"	3020	LF	\$ 35.26	\$ 106,4	85.20
5' Wide ADA handicap ramp	4	EA	\$ 1,939.24	\$ 7,7	56.96
Offsite pavement markings & signange	1	LS	\$ 12,409.14	\$ 12,4	09.14
Excavate and Grade for Turn Lane and Road Widening; Fina	Grade 1	LS	\$ 43,196.00	\$ 43,1	96.00
Bahi Sod-ROW	850	SY	\$ 5.14	\$ 4,3	69.00
Retaining Wall	72	LF	\$ 259.43	\$ 18,6	78.96
Aluminum Handrail	136	LF	\$ 71.04	\$ 9,6	61.44
			K-Ville Avenue Subtotal	\$ 279,6	90.15
Storm System					
18" RCP Storm Pipe	70	LF	\$ 149.51	\$ 10,4	165.70
36" RCP Storm Pipe	24	LF	\$ 215.90	\$ 5,1	.81.60
18" RCP MES with Rip Rap	2	EA	\$ 6,030.88	\$ 12,0	61.76
Type C Inlet	2	EA	\$ 6,169.93	\$ 12,3	39.86
Type D Inlet	1	EA	\$ 7,500.00	\$ 7,5	00.00
			Storm Subtotal	\$ 47,5	48.92
Digitally signed by John R					
Bannon			Total Estimate		39.07
DN: c=US, o=Unaffiliated, dnQualifier=A01410C00000191 FB09714000943DA, cn=John R Bannon	0		Total Bond Amount 10%	\$ 32,7	723.91
This come has how the dear-th agend an estimated to his formed for how of the date of the first)'				

John R. Bannon, P.E. 84128 Wood & Associates Engineering, LLC CA#32508 1925 Bartow Rd, Lakeland, FL 338001

Florida's Crossroads of Opportunity

330 West Church Street PO Box 9005 • Drawer GM03 Bartow, Florida 33831-9005



Board of County Commissioners

PHONE: 863-534-6792 FAX: 863-534-6407 www.polk-county.net

LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Juana Bustos, Project Coordinator

From: George Worthen

Project Name: K-Ville Avenue Ph 2 & 3-Driveway

Project: LDROW-2024-36

DATE: September 9, 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.

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.