

Kimley»Horn

December 10, 2024

Polk County Engineering
Polk County Land Development
PO Box 9005, Drawer CS05
Bartow, FL 33831

Project: Bimini Bay Townhomes
PCU #: LDRES-2022-80

Dear Polk County,

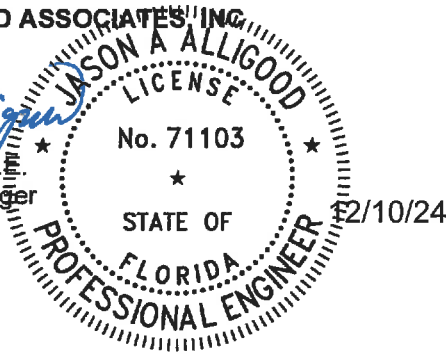
Based on the Contractor's Schedule of Values, the Maintenance, Materials and workmanship Warranty or Bond improvements to be owned and maintained by Polk County for Bimini Bay Townhomes should be \$469,028.83 (see attached estimate). The 10% warranty amount required is \$46,902.88.

Should you have any questions or require additional information, please contact me at 863-274-2261 or jason.alligood@kimley-horn.com

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.


Jason A. Alligood, P.E.
Senior Project Manager



JASON A. ALLIGOOD, P.E. STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 71103
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JASON A. ALLIGOOD, P.E. 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.

**ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION
FOR
BIMINI BAY TOWNHOMES**

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|------------------------------------|-----------------------|-----------------------|----------------|----------------------|
| I. SANITARY SEWER SYSTEM | | | | |
| 1 | Double Service, Short | 74 | EA \$ 4,200.41 | \$ 310,830.17 |
| SANITARY SEWER SYSTEM TOTAL | | | | \$ 310,830.17 |
| II. POTABLE WATER SYSTEM | | | | |
| 1 | Single Service, Short | 74 | EA 1,286.46 | 95,198.15 |
| 2 | Double Service, Short | 37 | EA 1,286.46 | 47,599.08 |
| 3 | 8" PVC | 70 | LF 220.02 | 15,401.43 |
| POTABLE WATER SYSTEM TOTAL | | | | \$ 158,198.66 |
| SUMMARY | | | | |
| I. SANITARY SEWER SYSTEM | | | | \$ 310,830.17 |
| II. POTABLE WATER SYSTEM | | | | \$ 158,198.66 |
| GRAND TOTAL | | | | \$ 469,028.83 |
| 10% FOR BOND | | | | \$ 46,902.88 |

RESIDENTIAL MAINTENANCE BOND Bond No. 1102218

KNOWN ALL MEN BY THESE PRESENTS, That we, Stanley Martin Homes, LLC, as Principal, and Lexon Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas 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 Obligee, in the sum of Forty Six Thousand Nine Hundred Two and 88/100 (\$46,902.88) 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 Bimini Bay Townhomes 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 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 two (2) 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”) 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 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:

10002 Shelbyville Road, Suite 100
Louisville, KY 40223

The Principal at:

11710 Plaza America Drive, #1100
Reston, VA 20190

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 13th day of September, 20 24.

PRINCIPAL:

Lisa N. Dingman
Witness

Lisa N. Dingman
Printed Name

C. Melissa Henry
Witness

C. Melissa Henry
Printed Name

Stanley Martin Homes, LLC
Name of Corporation

By: [Signature]

John F. Ogden
Printed Name

Title: Director of Land Development
(SEAL)

SURETY:

Holly Tallone
Witness

Holly Tallone
Printed Name

[Signature]
Witness

Julia Zalesky
Printed Name

Lexon Insurance Company
Name of Corporation

By: [Signature]

Kathleen M. Cone
Printed Name

Title: Attorney-in-Fact
(SEAL)



(Attach power of attorney)

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, 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: **Abigail E Curtiss, Ashley Martin, Dana E. Wium, Holly L. Lynch, Holly Tallone, Jessica Hedrick, Jordan Fisher, Julia C Zalesky, Kathleen M. Coen, Kelly Wolff** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, 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 (\$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.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

Richard M Appel

Richard M Appel

Richard M Appel

Richard M Appel

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**



ACKNOWLEDGEMENT

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 is an officer 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.

By: *Amy Taylor*
Amy Taylor, Notary Public -- My Commission Expires 3/9/27



CERTIFICATE

- I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
 - 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 the 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."
- 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 **13th** day of **September**, 20**2024**

Daniel S. Luge
By: **Daniel S. Luge, Secretary**

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



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: Tobias Holton, Inspector

Project Name: Bimini Bay Townhomes

Project #: LDRES-2022-80

DATE: 10/30/2024

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.