

2A

**PUBLIC CONSTRUCTION COMBINED  
PERFORMANCE AND PAYMENT BOND**

Bond No. 2327635

**BY THIS BOND**, we, Waltham Development Co., as the Principal and Swiss Re Corporate Solutions America Insurance Corporation as the Surety, are bound to Clay County, a political subdivision of the State of Florida, and its Board of County Commissioners, herein called the Owner, in the sum of \$ 40,914.00 U.S., for performance, and the separate additional sum of \$ -0- U.S., for payment, for the payment of each of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

The names, principal addresses and telephone numbers of the Principal (who is also the contractor within the meaning of Section 255.05, Florida Statutes), the Surety and the Owner are:

Principal	Surety	Owner
<u>Waltham Development</u>	<u>Swiss Re Corporate Solutions</u>	<u>Waltham Development</u>
<u>1569 Royal Fern Lane</u>	<u>America Insurance Corporation</u>	<u>1569 Royal Fern Lane</u>
<u>Fleming Island, FL</u>	<u>1450 American Lane, Ste 1100</u>	<u>Fleming Island, FL</u>
<u>32003</u>	<u>Schaumburg, IL 60173</u>	<u>32003</u>
Phone: <u>702-752-5755</u>	Phone: <u>856-446-1524</u>	Phone: <u>702-752-5755</u>

Principal (contractor) is required by Article VIII of the Clay County Land Development Code, in particular subsection (19)(c)(4) of Section 8-11, to construct a two-lift pavement system, consisting of a structural and wearing surface and as provided in Article IX, section 9-3(1)(a) of the Clay County Land Development Code to provide a bond for assurance that such improvement will be performed as required. Principal has agreed to such requirements and more specifically to constructing a 1" wearing surface within 22 months of October 25, 2022 (the Improvements).

The property upon which the Improvements are to be made is identified as Rolling Hills Unit Two-A, per Plat Book 67, Pages 29 (the Property).

**THE CONDITION OF THIS BOND** is that if the Principal:

1. Performs the Improvements required by Article VIII of the Clay County Land Development Code, in particular subsection (19)(c)(4) of Section 8-11, for the Property within 22 months following acceptance by the Board of County Commissioners, the Clay County Land Development Code being made a part of this bond by reference, and all of the terms and provisions of the Clay County Land Development Code being incorporated in this bond by reference; and,
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Clay County Land Development Code; and,
3. Pays the Owner all losses, damages, expenses, costs, and attorney's fees, including costs and attorney's fees incurred in any appellate proceedings, that the Owner may sustain because of default by the Principal under the Clay County Land Development Code; and,
4. Performs the guarantee of all work, materials and warranties furnished under the Clay County Land Development Code for the time specified therein;

**THEN** this bond is void; otherwise it remains in full force and effect.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

This bond is to be deemed a statutory bond under Section 255.05, Florida Statutes, the provisions of which are hereby incorporated by reference and made a part hereof.

All interested parties are specifically directed to the following provisions regarding time and notice limitations as set out in paragraph (a) of Section 255.05(2), Florida Statutes, the Principal being the "contractor" as referred to in said provisions:

1. If a claimant is no longer furnishing labor, services, or materials on a project, a contractor or the contractor's agent or attorney may elect to shorten the prescribed time in this paragraph within which an action to enforce any claim against a payment bond provided pursuant to this section may be commenced by recording in the clerk's office a notice in substantially the following form:

**NOTICE OF CONTEST OF CLAIM  
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated \_\_\_\_\_, \_\_\_\_\_, and served on the undersigned on \_\_\_\_\_, \_\_\_\_\_, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED on \_\_\_\_\_, \_\_\_\_\_.

Signed: (Contractor or Attorney)

The claim of any claimant upon whom such notice is served and who fails to institute a suit to enforce his or her claim against the payment bond within 60 days after service of such notice shall be extinguished automatically. The clerk shall mail a copy of the notice of contest to the claimant at the address shown in the notice of nonpayment or most recent amendment thereto and shall certify to such service on the face of such notice and record the notice. Service is complete upon mailing.

2. A claimant, except a laborer, who is not in privity with the contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his or her labor, services, or materials shall deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, services, or materials, and not later than 90 days after the final furnishing of the labor, services or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with s. 713.18. A claimant may not waive

in advance his or her right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his or her attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party's costs, as allowed in equitable actions. The time periods for service of a notice of nonpayment or for bringing an action against a contractor or surety shall be measured from the last day of furnishing labor, services, or materials by the claimant and shall not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion.

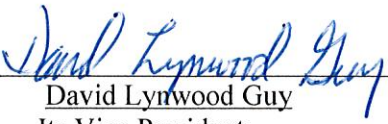
Any changes in or under the Clay County Land Development Code and compliance or noncompliance with any formalities connected with the Code or any changes does not affect the Surety's obligation under this bond.

By its execution of this bond the Surety expressly acknowledges that the Clay County Land Development Code has been incorporated by reference herein, that all provisions of the Clay County Land Development Code, including but not limited to any amendments thereto, apply fully to and are binding upon the Surety as if fully set forth in this bond, that the Surety guarantees the full and faithful performance by the Principal of all of the Principal's work, materials, covenants, obligations, promises, guarantees and warranties set forth in and otherwise arising under the Clay County Land Development Code such that the Surety's obligations are co-extensive with those of the Principal under the Clay County Land Development Code, and that said performance shall occur within the times specified in the Clay County Land Development Code.

DATED ON October 20, 2022.

**Principal:**

Waltham Development Co.

By:   
David Lynwood Guy  
Its Vice President

**Surety:**

Swiss Re Corporate Solutions America Insurance Corporation

By:   
Windy Lovelady  
Its Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT M. COON, BETHANY A. MURPHY, THERESA S. STUMP, WINDY LOVELADY, JAMES J. ROBERTS, III, KATHERINE FOWLER,
B. JONES, III, BRITTANY IRBY, BROOKE GAGNE AND CLAY BRUIN

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

Handwritten signature of Erik Janssens

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

Handwritten signature of Gerald Jagrowski



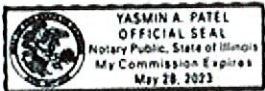
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10th day of OCTOBER, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10th day of OCTOBER, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Handwritten signature of Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of October, 2022.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC