

COMMERCIAL PERFORMANCE BOND

Bond No. 30242652

KNOWN ALL MEN BY THESE PRESENTS, That we, Southland Construction, Inc., as Principal, and Western Surety Company, a corporation organized and doing business under and by virtue of the laws of the State of South Dakota 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 aggregate sum of three hundred twenty seven thousand seven hundred forty six and forty three cents (\$ 327,746.43) Dollars (hereinafter the "Total Penal Sum"), 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, the Principal has agreed to construct 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"), for the LDNON-2024-126-McDonald's New Store-9/2686-Wahneta project located at 116 2nd St. E, Wahneta, FL 33880 (the "Project"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Performance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has agreed to provide this Bond to guarantee completion of the Improvements.

NOW, THEREFORE, the conditions of this Bond are as follows:

1. The Principal shall complete the Improvements in accordance with the Plans and LDC to the satisfaction of the Polk County Land Development Division by November 21, 2025, or such later date that the Obligee may approve in writing. The Bond shall commence upon the date of issue by the Surety and shall remain in full force and effect until the Obligee releases it (the "Coverage Period"). The Surety shall not terminate this Bond until the Coverage Period has ended.
2. The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the required Improvements within the time specified in Paragraph 1, above, the Surety, upon written notice from the Obligee, its authorized agent or officer, of the default, shall forthwith perform and complete the Improvements and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
3. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and

the Surety shall forthwith pay the Obligees said amount within thirty (30) days of Obligees written notification, for Obligees to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the Total Penal Sum of this Bond.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligees 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 Obligees, including court costs and attorneys fees, 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 addressed to:

The Surety:

Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
Phone: (312) 822-5000

The Agent:

Johnson & Company
801 N. Orange Avenue, Suite 510, Orlando, FL 32801
Phone: (407) 843-1120

The Principal:

Southland Construction, Inc.
172 W. 4th Street, Apopka, FL 32703
Phone: (407) 889-9844

The Obligees:

Polk County, Land Development Division
330 W. Church St.
PO Box 9005—Drawer GM03
Bartow, FL 33831-9005

6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Sureties obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the Improvements or the Plans, specifications and schedules.

THIS BOND DATED THE 2nd DAY OF May, 2025,
(the date of issue by the Surety).

PRINCIPAL:

Southland Construction, Inc.

Name of Corporation

By: [Signature]

Tyler Carr
Vice President

Printed Name

Title:

(SEAL)



SURETY:

Western Surety Company

Name of Corporation

By: [Signature]

Brett A. Ragland, Attorney-in-Fact &
Florida Licensed Resident Agent

Printed Name

Title:

(SEAL)



[Signature]
Witness

Daniel T. Carr
Printed Name

[Signature]
Witness

Joseph L. Ravee
Printed Name

[Signature]
Witness

Kanani Cordero, Witness
Printed Name

[Signature]
Witness

Kendra Gray, Witness
Printed Name

(Attach power of attorney)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

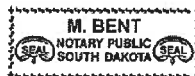
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of May, 2025



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



February 19, 2025

Chrissy A. Irons

Development Coordinator II
Land Development Division
330 W. Church Street
P.O. Box 9005
Drawer GM03
Bartow, FL 33830
Phone: 863-534-6493

Subject: 9-2686 McDonald's Wahneta - 116 2nd St E. Wahneta, FL 33880
Opinion of Probable Construction Cost
Permit: LDNON-2024-126

Dear Mrs. Irons:

Please see the following page for an Opinion of Probable Construction Cost for all work within the R/W and associated fees.

Thank you for your time and attention to this matter.

Integrity Engineering & Development Services, Inc.

Digitally signed
by Mark Romano
Date: 2025.02.19
13:05:41 -05'00'

Mark Romano, P.E.

Name	QTYS	Unit	Unit Price	Price Total
Survey Layout	1	LS	8,500.00	\$ 8,500.00
Silt Fence	980	LF	2.00	\$ 1,960.00
Inlet Protection	8	LF	250.00	\$ 2,000.00
MOT	1	LS	30,000.00	\$ 30,000.00
Sawcut	1,650	LF	5.00	\$ 8,250.00
Demo Concrete	25	SY	10.00	\$ 250.00
Demo Asphalt	750	SY	7.00	\$ 5,250.00
1.5" Mill Asphalt	3,375	SY	10.00	\$ 33,750.00
Demo Drainage Structure	1	EA	1,500.00	\$ 1,500.00
Connect to Pipe	1	EA	1,700.00	\$ 1,700.00
14" X 23" ERCP PIPE	16	EA	114.80	\$ 1,836.80
14" X 23" ERCP MES	1	EA	3,115.00	\$ 3,115.00
12" Stabilized Sub Base	40	SY	11.00	\$ 440.00
4" Sidewalk	360	SF	7.50	\$ 2,700.00
2' Raise Concrete Median	150	LF	67.00	\$ 10,050.00
Rough Grade Pavement	815	SY	4.00	\$ 3,260.00
12" Stabilized Sub Base	815	SY	11.00	\$ 8,965.00
8" Crushed Concrete Base	815	SY	41.00	\$ 33,415.00
2" SP 9.5-Asphalt	815	SY	33.80	\$ 27,547.00
1.5" FC 9.5-Asphalt Overlay	3,375	SY	20.30	\$ 68,512.50
				\$ -
Grade ROW	2,600	SY	3.00	\$ 7,800.00
Sod ROW	2,600	SY	4.00	\$ 10,400.00
Pavement Markings and Signage	1	LS	26,750.00	\$ 26,750.00
	SUBTOTAL			\$ 297,951.30
	10% Contingency			\$ 29,795.13
	GRAND TOTAL			\$ 327,746.43