

COMMERCIAL PERFORMANCE BOND

Bond No. 30273540

KNOWN ALL MEN BY THESE PRESENTS, That we, R.A. Rogers Construction Company, LLC, 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 Oblige, in the aggregate sum of One Million Two Hundred Eighty six Thousand Three Hundred Seventy Three and 33/100 (\$1,286,373.33) 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 Davenport Big Box Off Site HHGR2 Improvements project located at 41180 Hwy 27 Davenport, FL 33837 (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 March 4, 2027, or such later date that the Oblige 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 Oblige 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 Oblige, 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 Oblige may demand up to the full amount of the Bond, such amount determined solely by the Oblige 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 attorney's 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

The Principal:

R.A. Rogers Construction Company, LLC
234 North Westmonte Drive, Suite 2000
Altamonte Springs, FL 32714

The Obligees:

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

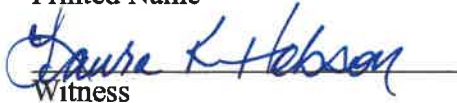
6. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition, or deletion to the Improvements shall in any way affect the Surety's obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition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

THIS BOND DATED THE 24th DAY OF June, 2026,
(the date of issue by the Surety).



Witness

Evelyn A Bender
Printed Name



Witness

Laura K Hobson
Printed Name



Witness

Amanda Jo Herstine
Printed Name



Witness

Jennifer Hindley
Printed Name

PRINCIPAL:

R.A. Rogers Construction Company, LLC

Name of Corporation

By: 

Robert F Johnston II
Printed Name

Title: Manager
(SEAL)



SURETY:

Western Surety Company

Name of Corporation

By: 

April L. Lively
Printed Name

Title: Attorney-in-Fact & Licensed Resident
(SEAL) Agent State of Florida
Inquiries: (407) 834-0022



(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

Bryce R Guignard, M Gary Francis, April L Lively, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Mariel Urchippa, Amanda Jo Herstine, Individually

of Longwood, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 18th day of February, 2026.



WESTERN SURETY COMPANY

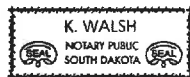
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of February, 2026, before me personally came Larry Kasten, 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 a 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

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, 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-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

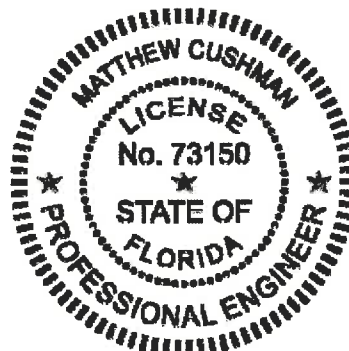


Off Site Construction Plans
ENGINEERS OPINION OF PROBABLE COST
CPH Job No. W131163 - Construction Estimate for HHGR2 - County ROW

SUMMARY OF PAY ITEMS

P.I. LINE NO.	FDOT PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY		FDOT ITEM AVERAGE UNIT COST	TOTAL COST
				PLAN	FINAL		
1	101 1	MOBILIZATION	LS	1		5%	\$43,491.15
2	102 1	MAINTENANCE OF TRAFFIC	LS	1		5%	\$53,616.15
3	104 10 3	SEDIMENT BARRIER	LF	1,208		\$3.00	\$3,624.00
4	110 1 1	CLEARING & GRUBBING (HHGR2 COUNTY ROW)	AC	1.34		\$30,000.00	\$40,200.00
5	110 4 10	REMOVAL OF EXISTING CONCRETE	SY	298		\$33.00	\$9,834.00
6	120 1	REGULAR EXCAVATION	CY	274		\$8.00	\$2,192.00
7	120 6	EMBANKMENT	CY	1,841		\$12.00	\$22,092.00
8	160 4	TYPE B STABILIZATION (LBR40)(12")	SY	4,378		\$14.00	\$61,292.00
9	285 711	OPTIONAL BASE GROUP 11 (10" LIMEROCK BASE (LBR 130) OR CRUSHED CONC.)	SY	3,976		\$40.00	\$159,040.00
10	327 70 6	MILL EXISTING ASPHALT PAVEMENT, 1.5" AVG. DEPTH	SY	512		\$3.00	\$1,536.00
11	334 1 13	SUPERPAVE ASPHALT CONC. TRAFFIC C	TN	666		\$165.00	\$108,240.00
12	425 1 311	INLETS, CURB, TYPE P-1, <10'	EA	1		\$15,300.00	\$15,300.00
13	425 1 321	INLETS, CURB, TYPE P-2, <10'	EA	1		\$14,400.00	\$14,400.00
14	425 1 351	INLETS, CURB, TYPE P-5, <10'	EA	1		\$10,200.00	\$10,200.00
15	430 175 118	PIPE CULVERT, RCP, ROUND, 18" S/CD	LF	448		\$175.00	\$78,400.00
16	430 984 125	MITERED END SECTION, RCP, ROUND, 18" SD	EA	1		\$2,800.00	\$2,800.00
17	520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	1,339		\$50.00	\$66,950.00
18	520 3	VALLEY GUTTER - CONCRETE	LF	142		\$80.00	\$11,360.00
19	522 1	CONCRETE, SIDEWALK, 4" THICK	SY	575		\$95.00	\$54,625.00
20	522 2	CONCRETE, DRIVEWAYS/RAMPS, 6" THICK	SY	39		\$145.00	\$5,655.00
21	527 2	DETECTABLE WARNINGS	SF	62		\$40.00	\$2,480.00
22	536 73	GUARDRAIL REMOVAL	LF	55		\$2.00	\$110.00
23	570 1 2	PERFORMANCE TURF, SOD	SY	935		\$6.00	\$5,610.00
24	633 4 11	TELEPHONE CABLE, FURNISH & INSTALL	LF	692		\$10.00	\$6,920.00
25	700 1 111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I, GROUND MOUNT, <12SF	AS	8		\$660.00	\$5,280.00
26	700 1 500	SINGLE POST GROUND SIGN ASSEMBLY, RELOCATE	AS	1		\$640.00	\$640.00
27	700 1 600	SINGLE POST SIGN, REMOVED	AS	2		\$100.00	\$200.00
28	706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	245		\$5.00	\$1,225.00
29	711 11 123	THERMOPLASTIC, STD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	1,133		\$2.00	\$2,266.00
30	711 11 125	THERMOPLASTIC, STD, SOLID, WHITE, 24" FOR STOP LINE AND CROSSWALK	LF	258		\$3.00	\$774.00
31	711 11 170	THERMOPLASTIC, STD, WHITE, ARROW	EA	12		\$40.00	\$480.00
32	711 11 224	THERMOPLASTIC, STD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	LF	1,120		\$2.00	\$2,240.00
33	711 15 101	THERMOPLASTIC, STD - OP, WHITE, SOLID, 6"	GM	0.120		\$6,400.00	\$768.00
34	711 15 131	THERMOPLASTIC, STD - OP, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	GM	0.040		\$2,600.00	\$104.00
35	711 15 201	THERMOPLASTIC, STD - OP, YELLOW, SOLID, 6"	GM	0.290		\$6,400.00	\$1,856.00
36	1050 31 206	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 6"	LF	1,377		\$40.00	\$55,080.00
37	1050 31 208	UTILITY PIPE - POLY VINYL CHLORIDE, FURNISH & INSTALL, WATER/SEWER, 8"	LF	767		\$50.00	\$38,350.00
38	1055 31 108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	3		\$1,600.00	\$4,800.00
39	1055 51 106	UTILITY FITTINGS DUCTILE IRON/CAST IRON, FURNISH & INSTALL, ELBOW, 6"	EA	6		\$1,200.00	\$7,200.00
40	1055 51 506	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, CAP/PLUG, 6"	EA	1		\$1,500.00	\$1,500.00
41	1080 23 106	UTILITY FIXTURE - TAPPING SLEEVE AND VALVE, FURNISH AND INSTALL, 6"	EA	4		\$7,500.00	\$30,000.00
42	1080 23 108	UTILITY FIXTURE - TAPPING SLEEVE AND VALVE, FURNISH AND INSTALL, 8"	EA	2		\$12,700.00	\$25,400.00
43	1080 24 106	UTILITY FIXTURE - VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	2		\$4,400.00	\$8,800.00
44	1050 13 3	UTILITY PIPE, INSTALL, WATER/SEWER, 5-7.9"	LF	1,377		\$65.00	\$89,505.00
45	1050 13 4	UTILITY PIPE, INSTALL, WATER/SEWER, 8-19.9"	LF	767		\$85.00	\$65,195.00
46	1055 31 108	UTILITY FITTINGS FOR PVC PIPE, FURNISH AND INSTALL, ELBOW, 8"	EA	3		\$1,250.00	\$3,750.00
47	1055 51 106	UTILITY FITTINGS DUCTILE IRON/CAST IRON, FURNISH & INSTALL, ELBOW, 6"	EA	6		\$1,450.00	\$8,700.00
48	1055 51 506	UTILITY FITTINGS, DUCTILE IRON/CAST IRON, FURNISH & INSTALL, CAP/PLUG, 6"	EA	1		\$850.00	\$850.00
49	1080 23 106	UTILITY FIXTURE - TAPPING SLEEVE AND VALVE, FURNISH AND INSTALL, 6"	EA	4		\$4,500.00	\$18,000.00
50	1080 23 108	UTILITY FIXTURE - TAPPING SLEEVE AND VALVE, FURNISH AND INSTALL, 8"	EA	2		\$5,500.00	\$11,000.00
51	1080 24 106	UTILITY FIXTURE - VALVE ASSEMBLY, FURNISH AND INSTALL, 6"	EA	2		\$2,750.00	\$5,500.00
10% Contingency -						\$116,943.03	
TOTAL -						\$1,286,373.33	

Prepared By: Matthew Cushman on 08/16/2026



MATTHEW C. CUSHMAN, STATE OF FLORIDA,
PROFESSIONAL ENGINEER, LICENSE No. 73150. THIS
ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

Digitally signed by Matthew C Cushman
Date: 2026.06.17 18:19:34-04'00'

ON THE DATE INDICATED HERE.

THE SIGNATURE MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

CPH CONSULTING, LLC
500 W. FULTON STREET
SANFORD, FL 32771

E.O.R. - Matthew C. Cushman, PE
FL P.E. No. 73150
C.O.A. No. 3215