

COMMERCIAL PERFORMANCE BOND

Bond No. SEHNSU0824863

KNOWN ALL MEN BY THESE PRESENTS, That we, Brockman Site Development, LLC, as Principal, and Harco National Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Illinois 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 Five Hundred Sixteen Thousand Thirty-four And 38/100 (\$ 516,034.38) 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 The Reserve at Lake Parker Stages 1-3 project located at Old Bartow Lake Wales Rd., Winter Haven, FL (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 February 28, 2026, 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 Obligee said amount within thirty (30) days of Obligee's written notification, for Obligee 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 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 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:

Harco National Insurance Company
4200 Six Forks Road, Ste 1400
Raleigh, NC 27609

The Principal:

Brockman Site Development, LLC
4000 Pipe Down Cove
Sanford, FL 32771

The Obligee:

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 13th DAY OF December, 2024,
(the date of issue by the Surety).

[Signature]
Witness

Heather Nowak
Printed Name

Lisa Williams
Witness

Lisa Williams
Printed Name

[Signature]
Witness

April Lively
Printed Name

Christine Morton
Witness

Christine Morton
Printed Name

PRINCIPAL:

Brockman Site Development, LLC

Name of Corporation

By: [Signature]

TODD LUKE

Printed Name

Title: PRESIDENT
(SEAL)

SURETY:

Harco National Insurance Company

Name of Corporation

By: [Signature]

Jennifer L. Hindley

Attorney-in-Fact & FL Licensed Resident Agent

Printed Name

Title:

(SEAL)

Inquiries: (407) 834-0022

(Attach power of attorney)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # SEHNSU0824863

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ALLYSON FOSS WING, KELLY PHELAN, WESLEY M. ADCOCK, JENNIFER L. HINDLEY, DAVID R. TURCIOS, MARGIE MORRIS, BRYCE R. GUIGNARD, APRIL L. LIVELY, M. GARY FRANCIS, CHRISTINE MORTON

Longwood, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

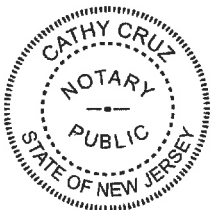
STATE OF ILLINOIS
County of Cook



Michael F. Zurcher

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 13, 2024

A00078

Irene Martins, Assistant Secretary

The Reserve at Lake Parker Stages 1-3
Opinion of Probable Cost
Polk County

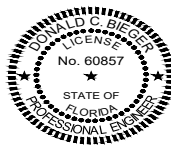


Date: 9/12/2024

	DESCRIPTION	QTY	UNIT	UNIT COST	Total Cost
EARTHWORK					
	MOT / Traffic Control	1	LS	\$2,000.00	\$2,000.00
	NOI / SWPP	1	LS	\$1,900.00	\$1,900.00
	NPDES Inspections	12	MO	\$860.00	\$10,320.00
	Silt Fence for Erosion Control	3,812	LF	\$1.56	\$5,946.72
				TOTAL EARTHWORK	\$20,166.72
PAVING					
	Demolish Existing Pavement	276	SY	\$50.00	\$13,800.00
	1.25" Type SP-9.5 Recycled Asphalt	3,230	SY	\$36.00	\$116,274.74
	8" Limerock Stabilized	3,230	SY	\$25.27	\$81,622.10
	12" Stabilized Subbase	3,230	SY	\$7.42	\$23,966.60
	Striping & Signage	1	LS	\$5,000.00	\$5,000.00
				TOTAL PAVING	\$240,663.44
SANITARY FORCEMAIN					
	Connect to Existing 8" FM	1	EA	\$3,260.00	\$3,260.00
	8" C-900 PVC	3012	LF	\$20.00	\$60,240.00
	Sanitary Sewer Testing	3012	LF	\$3.50	\$10,542.00
				TOTAL SANITARY FORCEMAIN	\$74,042.00
POTABLE WATER MAIN					
	Connect to Existing 8" Watermain	1	EA	\$3,260.00	\$3,260.00
	10" Directional Drill	220	LF	\$450.00	\$99,000.00
	8" Gate Valve	4	EA	\$3,500.00	\$14,000.00
	8" PVC	325	LF	\$52.00	\$16,900.00
	Water Main Testing	545	LF	\$2.00	\$1,090.00
				TOTAL POTABLE WATER MAIN	\$134,250.00
	TOTAL				\$469,122.16
POLK COUNTY PERFORMANCE SURETY @ 110%					\$516,034.38

Notes:

1. Does not include any building or vertical construction improvements.
2. Does not include electrical distribution, soft utility or automatic vehicle conduit systems.
3. Does not include hazardous materials removal or extensive subsurface remediation.



This item has been digitally signed and sealed by Donald C. Beiger PE 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.

Donald C. Beiger, P.E.
Florida Registration No. 60857
Dewberry Engineers Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803

Date