

PERFORMANCE BOND Bond No. 41K236939

KNOWN ALL MEN BY THESE PRESENTS, that We, Banana Rd Project, LLC, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of NH 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 (the "County"), as Oblige, in the sum of Two Million Seven Hundred Eighty-Five Thousand Two Hundred Seventy-Three & 37/100 (\$2,785,273.37) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us.

WHEREAS, the 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 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"), in the Millstone platted subdivision (the "Subdivision"), 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, the LDC requires the Principal to provide and maintain full performance security guaranteeing the completion and approval of all private or public on-site or off-site Improvements.

NOW, THEREFORE, the conditions of this Bond are such that:

1. If the Principal shall well and truly construct the Improvements in the Subdivision in accordance with the Plans and LDC by December 31, 2024 (the "Guaranty Period"), as verified by Polk County's Land Development Division, then upon approval by the Oblige this Bond shall be null and void.
2. The Surety unconditionally covenants and agrees that if the Principal fails to complete all or any part of the Improvements within the Guaranty Period, 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. Alternatively, 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 pay the Oblige said amount within thirty (30) days of Oblige's written notification, for Oblige to construct, or caused to be constructed the Improvements if the Principal should fail or refuse to do so.

4. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Oblige 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 Oblige, 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. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed Improvements, or the plans, specifications and schedules covering same, 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 proposed Improvements or the plans, specifications and schedules.

6. 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 in address:

The Surety at:

The Ohio Casualty Insurance Company
9721 Executive Center Drive, Suite 105
St. Petersburg, FL 33702

The Principal at:

Banana Rd Project, LLC
4912 Turnbury Wood Drive,
Tampa, FL 33647

The Oblige at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 6th DAY OF February, 2024, (the date of issue by the Surety).

PRINCIPAL:

Carla Tabshe
Witness

Carla Tabshe
Printed Name

Joyce Wadin
Witness

Joyce Wadin
Printed Name

Banana Rd Project, LLC
Name of Corporation

By: [Signature]

Joe Tabshe
Printed Name MLR

Title:
(SEAL)

PRINCIPAL

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2024, by Joe Tabshe as Manager (title of officer) of Banana Rd Project LLC (entity name), on behalf of the on behalf of the Principal, who ☒ is personally known to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)

Pablo Toranzo
Notary Public
Print Name Pablo Toranzo
My Commission Expires August 24, 2027



PABLO DE JESUS TORANZO
Commission # HH 437388
Expires August 24, 2027

SURETY:

[Signature]
Witness

Steven Schumacher
Printed Name

Brandy Ba
Witness

Brandy Baich
Printed Name

The Ohio Casualty Insurance Company
Name of Corporation

By: [Signature]
David B. Shick

Printed Name

Title: Attorney-In-Fact & Licensed FL

Resident Agent #A241176

(SEAL)

(ATTACH POWER OF ATTORNEY)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of February, 2024, by David B. Shick as Attorney-In-Fact (title of officer) of The Ohio Casualty Insurance Company (entity name), on behalf of the on behalf of the Surety, who is personally known to me or has produced N/A as identification.

(AFFIX NOTARY SEAL)



[Signature]
Notary Public

Print Name: Danielle Whalen

My Commission Expires: December 18, 2026

EXHIBIT A
(Engineer's Cost Estimate)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205203-969456

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandy Baich, David B. Shick

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

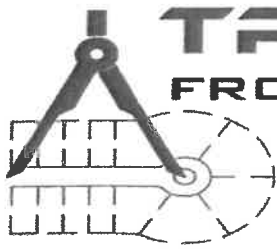
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TRACT ENGINEERING

FROM CONCEPTUAL TO COMPLETION

5137 S LAKELAND DR, SUITE 3
LAKELAND, FL 33813
FIRM REGISTRATION NUMBER - 34343

Cost Estimate for Water and Sewer utilities

Project: Millstone

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sewer					
1046	SS PVC (SDR-26) 08" 06-08'	864.00	LF	\$38.54	\$33,298.56
1047	SS PVC (SDR-26) 08" 08-10'	651.00	LF	\$39.81	\$25,916.31
1048	SS PVC (SDR-26) 08" 10-12'	1,963.00	LF	\$43.04	\$84,487.52
1049	SS PVC (SDR-26) 08" 12-14'	355.00	LF	\$44.79	\$15,900.45
1050	SS PVC (C-900) 08" 14-16' To Lift Stations	57.00	LF	\$61.45	\$3,502.65
1051	SS Manhole 4' Dia 00-06' (include capsulation)	3.00	EACH	\$5,568.94	\$16,706.82
1052	SS Manhole 4' Dia 06-08' (include capsulation)	5.00	EACH	\$6,122.99	\$30,614.95
1053	SS Manhole 4' Dia 08-10' (include capsulation)	5.00	EACH	\$7,171.25	\$35,856.25
1054	SS Manhole 4' Dia 10-12' (include capsulation)	7.00	EACH	\$8,292.05	\$58,044.35
1055	SS King Manhole 5' Dia 08-10' (include capsulation)	1.00	EACH	\$14,808.13	\$14,808.13
1056	SS King Manhole 5' Dia 12-14' (include capsulation)	1.00	EACH	\$17,694.39	\$17,694.39
1057	Sewer Services Single (8"x6")	32.00	EACH	\$1,025.95	\$32,830.40
1058	Sewer Services Double (8"x6")	59.00	EACH	\$1,697.35	\$100,143.65
1059	Liftstation W/ Liner 72" DIA. 22-24' - LS 1	1.00	EACH	\$552,039.19	\$552,039.19
1060	Liftstation W/ Liner 72" DIA. 14-16' - LS 2	1.00	EACH	\$532,903.57	\$532,903.57
1061	FM PVC Pipe 04"	1,856.00	LF	\$18.64	\$34,595.84
1062	FM Fittings 04"	1.00	LS	\$18,345.31	\$18,345.31
1063	Dewater Sewer Gravity Pipe	3,890.00	LF	\$15.94	\$62,006.60
1064	TV Inspection Sewer/Vaccum testing sewer and Manhole	3,890.00	LF	\$5.73	\$22,289.70
1065	Infiltration / Exfiltration Testing	3,890.00	LF	\$2.41	\$9,374.90
Total Price for above Sewer Items:					\$1,701,359.54
Water					
1066	PW PVC (DR-18) 04"	877.00	LF	\$17.04	\$14,944.08
1067	PW PVC (DR-18) 08"	3,390.00	LF	\$41.49	\$140,651.10
1068	Potable Water Gate Valves 04"	4.00	EACH	\$1,293.05	\$5,172.20
1069	Potable Water Gate Valves 08"	4.00	EACH	\$2,278.44	\$9,113.76
1070	Potable Water Fittings 04"	1.00	LS	\$4,877.80	\$4,877.80
1071	Potable Water Fittings 08"	1.00	LS	\$14,222.16	\$14,222.16
1072	PW REDUCER Tee Assembly 08" X 04"	2.00	EACH	\$679.45	\$1,358.90
1073	Fire Hydrant Assembly	10.00	EACH	\$7,590.40	\$75,904.00
1074	Potable Water Auto Blow-offs (4" X 2")	4.00	EACH	\$2,928.49	\$11,713.96
1075	PW Services Water Single Short	26.00	EACH	\$627.63	\$16,318.38
1076	PW Services Water Double Short	33.00	EACH	\$1,544.12	\$50,955.96
1077	PW Services Water Single Long	6.00	EACH	\$821.40	\$4,928.40
1078	PW Services Water Double Long	26.00	EACH	\$1,880.36	\$48,889.36
1079	PW Lift Station Water Service 1" W/ 3/4" Hose Bibb Assembly	2.00	LS	\$1,555.70	\$3,111.40
1080	Sample Points	7.00	EACH	\$1,112.19	\$7,785.33
1081	PW Temporary Jumper	2.00	EACH	\$7,834.89	\$15,669.78
1082	Potable Water Testing & Chlorination	4,267.00	LF	\$3.57	\$15,233.19
1083	Poly-Pig Water Mains	4,267.00	LF	\$1.16	\$4,949.72

Reclaim

1084	RU PVC (DR-18) - Reuse 06"	3,937.00 LF	\$29.30	\$115,354.10
1085	RU Gate Valves 06"	11.00 EACH	\$1,584.22	\$17,426.42
1086	RU Fittings Bends 06"	1.00 LS	\$20,008.64	\$20,008.64
1087	RU Tee's 06"	2.00 EACH	\$539.11	\$1,078.22
1088	PW End Cap 06"	4.00 EACH	\$395.59	\$1,582.36
1089	RU Services Single Short	12.00 EACH	\$615.93	\$7,391.16
1090	RU Services Double Short	22.00 EACH	\$1,535.82	\$33,788.04
1091	RU Services Single Long	14.00 EACH	\$814.91	\$11,408.74
1092	RU Services Double Long	40.00 EACH	\$1,858.16	\$74,326.40
1093	Poly-Pig Redaim Mains	3,937.00 LF	\$1.16	\$4,566.92

Total Price for above Water Items:**\$445,799.48****Total Price for above Reclaim Items:****\$286,931.00****Offsite FM**

1107	FM Connect To Existing Pipe - 12"x4" TS & V	2.00 EACH	\$7,404.84	\$14,809.68
1108	4" FM PVC Pipe	47.00 LF	\$18.64	\$876.08
1109	4" FM Fittings	1.00 LS	\$494.60	\$494.60

Total Price for above Offsite FM Items:**\$16,180.36****Offsite Water**

1109	PW Tap & Valve 10"x08"	2.00 EACH	\$9,054.00	\$18,108.00
1110	PW Directional Bore HDPE 08"	111.00 LF	\$216.96	\$24,082.56
1111	PW PVC (DR-18) 08"	61.00 LF	\$41.49	\$2,530.89
1112	Potable Water Gate Valves 08"	2.00 EACH	\$2,278.44	\$4,556.88
1113	Potable Water Fittings 08"	1.00 LS	\$2,807.43	\$2,807.43
1114	Potable Water Testing & Chlorination	172.00 LF	\$6.88	\$1,183.36
1115	Poly-Pig Water Mains	172.00 LF	\$1.16	\$199.52

Total Price for above Offsite Water Items:**\$53,468.64****Offsite Reclaim**

1116	RU Tapping Valve 12"x06"	2.00 EACH	\$8,990.69	\$17,981.38
1117	RU PVC (DR-18) - Reuse 06"	76.00 LF	\$29.30	\$2,226.80
1118	RU Gate Valves 06"	2.00 EACH	\$1,584.22	\$3,168.44
1119	RU Fittings Bends 06"	1.00 LS	\$4,862.90	\$4,862.90
1120	Poly-Pig Reclaim Mains	76.00 LF	\$1.16	\$88.16

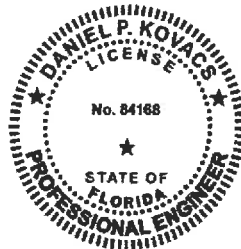
Total Price for above Offsite Reclaim Items:**\$28,327.68****Total Cost****\$2,532,066.70****Total Cost at 110%****\$2,785,273.37**

Daniel P. Kovacs, PE
Registration No. 84168

Date: 09/22/2023

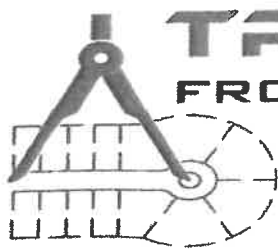
This item has been digitally signed and sealed by
Daniel P. Kovacs on the date adjacent to the seal.

Printed copies of this document are not considered
signed and sealed and the signature must be verified
on any electronic copies.



Daniel P.
Kovacs

Digitally signed by:
Daniel P Kovacs
DN: CN = Daniel P
Kovacs C = US O =
Florida
Date: 2023.09.22 17:25:
57 -04'00'



TRACT ENGINEERING

FROM CONCEPTUAL TO COMPLETION

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1118	RU PVC (DR-18) - Reuse 06"	76.00 LF	\$29.30	\$2,226.80	
1119	RU Gate Valves 06"	2.00 EACH	\$1,584.22	\$3,168.44	
1120	RU Fittings Bends 06"	1.00 LS	\$4,862.90	\$4,862.90	
1121	Poly-Pig Reclaim Mains	76.00 LF	\$1.16	\$88.16	
				Total Price for above Offsite Reclaim Items:	\$28,327.68
				Total Cost	\$2,532,066.70
				Total Cost at 110%	\$2,785,273.37

Daniel P. Kovacs, PE
Registration No. 84168

Date: 09/22/2023

This item has been digitally signed and sealed by Daniel P. Kovacs 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.



Daniel P.
Kovacs

Digitally signed by:
Daniel P Kovacs
DN: CN = Daniel P
Kovacs C = US O =
Florida
Date: 2023.09.22 17:25:
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