

COMMERCIAL PERFORMANCE BOND

Bond No. 108420468

KNOWN ALL MEN BY THESE PRESENTS, That we, RALP POLK, LLC, as Principal, and Travelers Casualty and Surety Company fo America, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut 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 Four Hundred Sixty Seven Thousand One Hundred Fifty Three and 03/100 Dollars (\$467,153.03) 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 ChampionsGate West Retail & Office Phase 1 (LDNON-2025-58) project located at address to be assigned at permitting (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 12/31/26, 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

Initials 

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:

Travelers Casualty and Surety Company fo America
One Tower Square
Hartford, CT 06183

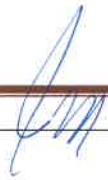
The Principal:

RALP POLK, LLC
1777 Walker Street
Suite 501
Houston, TX 77010

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 5th DAY OF February, 2026,
(the date of issue by the Surety).

Mindy Keith
Witness

Mindy Keith
Printed Name

Bettina Ellison
Witness

Bettina Ellison
Printed Name

Mary Pena
Witness

Mary Pena
Printed Name

Tyler
Witness

Tyler Truax
Printed Name

PRINCIPAL:

RALP POLK, LLC
Name of Corporation

By: Ira Mitzner

Ira Mitzner
Printed Name

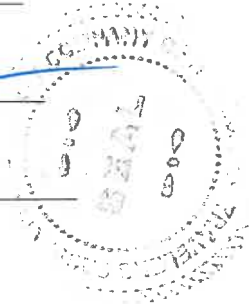
Title:
(SEAL)

SURETY:

Travelers Casualty and Surety Company fo America
Name of Corporation

By: Richard Covington

Richard Covington
Printed Name
Title: Attorney-in-Fact
(SEAL)



(Attach power of attorney)

Initials RM



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Namesia Anderson, Joseph R Aulbert, Marc W Boots, Richard Covington, Michael Garcia, Susan Golla, Ashley Koletar, Vickie Lacy, Stephanie Moore Harold, Melanie Salinas, Ryan Varela, Dylan Young, Maria D Zuniga of Houston, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

By:  _____
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



 _____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **5th** day of **February, 2026**



 _____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AFFIDAVIT
Certified Cost Estimate for Performance Bond

for

ChampionsGate West Retail & Office Phase 1 (LDNON-2025-58)

Project Name (please print exactly as it appears on the plat)

I Mark Vincutonis, P.E. Professional Engineer, registered in the State of Florida, License Number: 54646 do hereby certify that this affidavit represents the total cost of the improvements for the above stated project, as required by the approved construction drawings, standard and special conditions, as well as the Polk County Land Development Code.

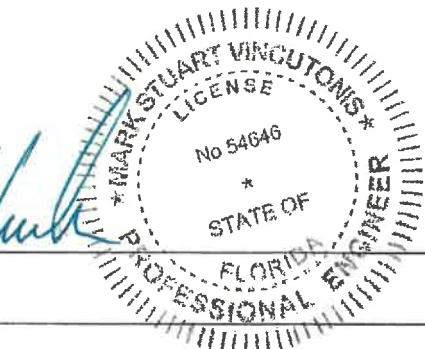
The total cost of improvements is \$ 424,684.57

Performance Bond Amount (110%) is \$ 467,153.03

Registered Florida Professional Engineer: _____

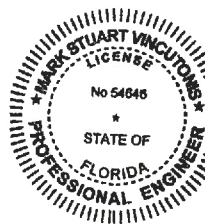
Date: 12-22-25

Mark Vincutonis



Digitally signed by Mark S Vincutonis

Date: 2026.01.14
13:43:40
-05'00'



ChampionsGate West Retail & Office Phase 1 #LDNON-2025-58
Offsite Utilites Cost Estimate

Item ID	Item	Quantity	Unit	Unit Price	Balance
General					
00001	MOBILIZATION	1.00	LS	\$ 5,000.00	\$ 5,000.00
00002	CERTIFIED AS-BUILTS	1.00	LS	\$ 3,500.00	\$ 3,500.00
				Total General:	\$ 8,500.00
Sanitary					
00003	6" PVC SDR 25 Force Main	680.00	LF	\$ 13.75	\$ 9,350.00
00004	6" Gate Valve	2.00	EA	\$ 1,286.50	\$ 2,573.00
00005	Air Release Valve	1.00	EA	\$ 5,000.00	\$ 5,000.00
00006	8"x6" Wet Tap	1.00	EA	\$ 4,500.00	\$ 4,500.00
00007	Force Main Fittings	1.00	LS	\$ 5,000.00	\$ 5,000.00
00008	Inspection & Testing	1.00	LS	\$ 10,000.00	\$ 10,000.00
				Total Sanitary:	\$ 36,423.00
Water					
00009	20"x20" Wet Tap	2.00	EA	\$ 20,000.00	\$ 40,000.00
00010	20" PVC C900 DR18	670.00	LF	\$ 95.00	\$ 63,650.00
00011	20" Gate Valve	3.00	EA	\$ 12,500.00	\$ 37,500.00
00012	12" PVC C900 DR18	5.00	LF	\$ 30.00	\$ 150.00
00013	12" Gate Valve	1.00	EA	\$ 2,500.00	\$ 2,500.00
00014	8" Gate Valve	1.00	EA	\$ 1,277.00	\$ 1,277.00
00015	Temporary Jumper	3.00	EA	\$ 2,055.00	\$ 6,165.00
00016	Miscellaneous Fittings	1.00	LS	\$ 15,000.00	\$ 15,000.00
00017	Pressure Test & B.T.'s	1.00	LS	\$ 20,000.00	\$ 20,000.00
				Total Water:	\$ 186,242.00
Reuse					
00018	8"x8" Wet Tap	1.00	EA	\$ 5,500.00	\$ 5,500.00
00019	8" HDPE DR11 (Directional Drill)	145.00	LF	\$ 175.00	\$ 25,375.00
00020	8" PVC C900 DR18	162.00	LF	\$ 17.30	\$ 2,802.60
00021	8" Gate Valve	6.00	EA	\$ 1,277.00	\$ 7,662.00
00022	2" Reuse Meter	1.00	EA	\$ 1,500.00	\$ 1,500.00
00023	Miscellaneous Fittings	1.00	EA	\$ 25,000.00	\$ 25,000.00
00024	Inspection & Pressure Test	1.00	EA	\$ 20,000.00	\$ 20,000.00
				Total Reuse:	\$ 87,839.60
				Total Utilities:	\$ 310,504.60

General	\$ 8,500.00
Sanitary	\$ 36,423.00
Water	\$ 186,242.00
Reuse	\$ 87,839.60
Total	\$ 319,004.60

ChampionsGate West Retail & Office Phase 1 #LDNON-2025-58
Offsite Turn Lane Cost Estimate

Item ID	Item	Quantity	Unit	Unit Price	Balance
General					
00001	MOBILIZATION	1.00	LS	\$ 5,000.00	\$ 5,000.00
00002	CLEARING	0.25	AC	\$ 2,000.00	\$ 500.00
00003	EARTHWORK EXCAVATION	1.00	LS	\$ 750.00	\$ 750.00
00004	GRADING	1,200.00	SY	\$ 2.00	\$ 2,400.00
00005	CERTIFIED AS-BUILTS	1.00	LS	\$ 3,500.00	\$ 3,500.00
				Total General:	\$ 12,150.00
ROADWAY/DRAINAGE (OFFSITE)					
00006	EROSION CONTROL MAINTENANCE	1	LS	\$7,500.00	\$7,500.00
00007	2.0" TYPE SP-9.5 or SP-12.5 ASPHALT/PRIME COAT	485	SY	\$12.75	\$6,180.92
00008	1.5" TYPE SP-9.5 or SP-12.5 ASPHALT/PRIME COAT	106	SY	\$9.25	\$976.39
00009	1.5" MILL & RESURFACE	1,200	SY	\$3.50	\$4,200.00
00010	8" LIMEROCK	590	SY	\$14.75	\$8,707.42
00011	12" STABILIZED SUB-BASE (LBR > 40)	590	SY	\$5.25	\$3,099.25
00012	TYPE F CURB	392	LF	\$14.75	\$5,782.00
00013	SILT FENCE	1,375	LF	\$2.00	\$2,750.00
00014	DEMO OF EXISTING SIDEWALK	2,025	SF	\$3.50	\$7,087.50
00015	4" CONCRETE SIDEWALK (5-FT WIDE)	1,740	SF	\$5.00	\$8,700.00
00016	SIGNAGE AND STRIPING	1	LS	\$2,500.00	\$2,500.00
00017	ADA CONCRETE RAMPS AND DOMES	4	EA	\$561.25	\$2,245.00
00018	SOD	156	SY	\$2.50	\$390.00
00019	EXISTING TREE PROTECTION & REMOVAL	45	EA	\$200.00	\$9,000.00
00020	18" RCP PIPE	13	LF	\$40.50	\$526.50
00021	TYPE 6 CURB INLET	1	EA	\$5,000.00	\$5,000.00
00022	TYPE V INLET	1	EA	\$8,500.00	\$8,500.00
00023	48" MANHOLE	1	EA	\$5,315.00	\$5,315.00
00024	3' WIDE VALLEY GUTTER	169	LF	\$30.00	\$5,070.00
				ROADWAY/DRAINAGE SUBTOTAL	\$93,529.97

General	\$ 12,150.00
ROADWAY/DRAINAGE (OFFSITE)	\$ 93,529.97
Total	\$ 105,679.97