

COMMERCIAL PERFORMANCE BOND

Bond No. GM221512

KNOWN ALL MEN BY THESE PRESENTS, That we, Building Hope Snively Avenue, LLC, as Principal, and Great Midwest Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Texas 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 Six hundred seventy-five thousand, Eight hundred thirty and 18/100 (\$675,830.18) 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 Building Hope Cypress Junction LDROW-2025-28 project located at 807 Snively Avenue, Winterhaven Florida 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 October 1, 2026, 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 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: Great Midwest Insurance Company
800 Gessner Road #600
Houston, TX 77024

The Principal: Building Hope Snively Avenue, LLC
1730 Pennsylvania Ave. NW #250
Washington, DC 20006

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 3rd DAY OF July, 2025,
(the date of issue by the Surety).



Witness

Justin Little
Printed Name



Witness

Sherece Gasaway
Printed Name

Katie Horvath

Witness

Katie Horvath
Printed Name



Witness

Nate Cohan
Printed Name

PRINCIPAL:

Building Hope Snively Avenue, LLC
Name of Corporation

By: 

Jerry Zayets
Printed Name
Title: Vice President
(SEAL)

SURETY:

Great Midwest Insurance Company
Name of Corporation

By: 

George F Howard
Printed Name
Title: Attorney-in-fact
(SEAL)

(Attach power of attorney)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: George F. Howard, Andrew F. Howard, Patrick W. Howard, Katie Horvath, Brian Carr

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars (\$100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.



GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 3rd Day of July 2025.



BY Patricia Ryan
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



May 15, 2025

Polk County Land Development
Attn: Chrissy Irons
330 W Church Street
Bartow, FL 33830

**Project: Building Hope Cypress Junction
LDROW-2025-28**

Dear Polk County,

Based on the proposed improvements for Building Hope Cypress Junction site to be owned and maintained by Polk County, we estimate the cost to complete to be \$614,391. Per Polk County requirements, the performance bond at 110% should be \$675,830 (see below estimate).

Should you have any questions or require additional information, please contact me at 863-274-2261 or jason.alligood@kimley-horn.com

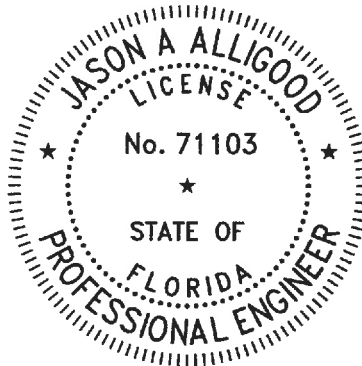
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC


Jason A. Alligood, P.E.
Senior Project Manager



JASON A. ALLIGOOD, P.E., STATE
OF FLORIDA, PROFESSIONAL
ENGINEER, LICENSE NO. 71103
THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY
JASON A. ALLIGOOD, P.E.
ON THE DATE ADJACENT TO THE SEAL
SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES



ENGINEER'S OPINION OF PROBABLE COST OF CONSTRUCTION FOR BUILDING HOPE CYPRESS JUNCTION LDROW-2025-28						
ITEM	DESCRIPTION	QUANTITY		UNIT PRICE	AMOUNT	
I. DRIVEWAY/SIDEWALK						
1	2" SP-12.5 Asphaltic Superpave Surface (Traffic C)	261	TN	\$ 140.99	\$	36,830.23
2	8" Crushed Concrete Basecourse (LBR 150)	2,426	SY	\$ 27.45	\$	66,603.03
3	12" Stabilized Subgrade, Type B Stabilization (LBR 40)	2,426	SY	\$ 11.81	\$	28,655.08
4	Milling existing Asphalt, 2" Avg Depth	3,559	SY	\$ 3.32	\$	11,817.01
5	Concrete Curb, Type D	345	LF	\$ 49.73	\$	17,158.34
6	Concrete Curb & Gutter, Type F	247	LF	\$ 55.86	\$	13,797.42
7	5' Wide Sidewalk, 4" Thick	992	SY	\$ 74.66	\$	74,053.01
8	Detectable Warnings	60	SF	\$ 45.12	\$	2,707.20
9	Single Column Ground Sign Assembly, Install	12	EA	\$ 440.00	\$	5,280.00
10	Painted Pavement Markings, Standard, White, Solid for Crosswalk 12"	185	LF	\$ 1.71	\$	316.35
11	Painted Pavement Markings, Standard, White, Solid for Stop Line 24"	15	LF	\$ 2.56	\$	38.40
DRIVEWAY/SIDEWALK TOTAL					\$	257,256.07
II. STORM SEWER						
1	18" RCP	56	LF	\$ 195.00	\$	10,920.00
2	24" RCP	439	LF	\$ 240.00	\$	105,360.00
3	30" RCP	707	LF	\$ 285.00	\$	201,495.00
4	Type D Inlet	4	EA	\$ 8,210.00	\$	32,840.00
5	30" Mitered End Section	1	EA	\$ 6,520.00	\$	6,520.00
STORM SEWER SYSTEM TOTAL					\$	357,135.00
GRAND TOTAL					\$	614,391.07
110% FOR BOND					\$	675,830.18