

COMMERCIAL MAINTENANCE BOND

Bond No. 30256953

KNOWN ALL MEN BY THESE PRESENTS, That we, Southland Construction, Inc., 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 Obligee, in the sum of twenty nine thousand seven hundred ninety five dollars and thirteen cents (\$ 29,795.13) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has constructed 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 accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") for the ^{LDNON-2024-126-}McDonald's-New Store-9/2686-Wahneta as filed with Polk County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements; and

WHEREAS, this Bond shall commence upon the date of the Obligee's acceptance of the Improvements (the "Bond Commencement Date").

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

1. If the Principal shall warrant and indemnify for a period of 18 months (1.5) year(s) following the Bond Commencement Date (the "Warranty Period") against all loss that Obligee may sustain resulting from defects in construction, design, workmanship and materials (the "Defect"); and
2. If the Principal shall correct all Defects to the Improvements that are discovered during the Warranty Period;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

Initials _____

Page 1 of 3

3. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing of any Defect and shall specify in the notice a reasonable period of time for the Principal to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs.
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 attorney's fees and costs, 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 deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes to the addresses listed below:

The Surety at: Western Surety Company
151 N. Franklin St.
Chicago, IL 60606
(312)822-5000

The Principal at: Southland Construction, Inc.
172 W. 4th St.
Apopka, FL 32703
407.889.9844
Attn: Tyler Carr, tylerc@scifl.com

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

This Bond commences on the Bond Commencement Date and shall remain in full force and effect until the correction of all Defects for which timely notice has been provided to the Principal and Surety, even if the time required to correct such Defect exceeds the Warranty Period. This Bond shall be released by the Obligee if all the Conditions of this Bond remain satisfied at the end of the Warranty Period.

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 19th day of November, 2025.

Tyler Ragland
Witness

Tyler Ragland
Printed Name

Tanner Ragland
Witness

Tanner Ragland
Printed Name

Laura Krajczewski
Witness
Laura Krajczewski, Witness
Printed Name

Erin Condlin
Witness
Erin Condlin, Witness
Printed Name

PRINCIPAL:

Southland Construction, Inc
Name of Corporation

By: [Signature]

Michael Tyler Carr
Printed Name
Title:
(SEAL)



SURETY:

Western Surety Company
Name of Corporation

By: Brett A Ragland

Brett A. Ragland, Attorney-In-Fact
Printed Name
Title: Attorney-In-Fact and Florida Licensed
(SEAL) Resident Agent

(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

Joseph D Johnson Jr, Francis T O'Reardon, Brett A Ragland, Joseph D Johnson III, Kanani Cordero, Tyler Ragland, Individually

of Orlando, 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 By-Law printed on the reverse hereof, 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 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

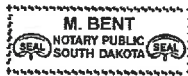
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, 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 the 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

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, 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-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of November, 2025



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

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 duly 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.

Name	QTYS	Unit	Unit Price	Price Total
Survey Layout	1	LS	8,500.00	\$ 8,500.00
Silt Fence	980	LF	2.00	\$ 1,960.00
Inlet Protection	8	LF	250.00	\$ 2,000.00
MOT	1	LS	30,000.00	\$ 30,000.00
Sawcut	1,650	LF	5.00	\$ 8,250.00
Demo Concrete	25	SY	10.00	\$ 250.00
Demo Asphalt	750	SY	7.00	\$ 5,250.00
1.5" Mill Asphalt	3,375	SY	10.00	\$ 33,750.00
Demo Drainage Structure	1	EA	1,500.00	\$ 1,500.00
Connect to Pipe	1	EA	1,700.00	\$ 1,700.00
14" X 23" ERCP PIPE	16	EA	114.80	\$ 1,836.80
14" X 23" ERCP MES	1	EA	3,115.00	\$ 3,115.00
12" Stabilized Sub Base	40	SY	11.00	\$ 440.00
4" Sidewalk	360	SF	7.50	\$ 2,700.00
2' Raise Concrete Median	150	LF	67.00	\$ 10,050.00
Rough Grade Pavement	815	SY	4.00	\$ 3,260.00
12" Stabilized Sub Base	815	SY	11.00	\$ 8,965.00
8" Crushed Concrete Base	815	SY	41.00	\$ 33,415.00
2" SP 9.5-Asphalt	815	SY	33.80	\$ 27,547.00
1.5" FC 9.5-Asphalt Overlay	3,375	SY	20.30	\$ 68,512.50
				\$ -
Grade ROW	2,600	SY	3.00	\$ 7,800.00
Sod ROW	2,600	SY	4.00	\$ 10,400.00
Pavement Markings and Signage	1	LS	26,750.00	\$ 26,750.00
Project Cost Total				\$ 297,951.30
Maintenance Bond-10% of Project Cost Total				\$ 29,795.13



LAND DEVELOPMENT DIVISION

MEMORANDUM

To: Chrissy Irons, Development Coordinator II

From: Brett Mundell, Inspector

Project Name: McDonald's L/C#009-2686 Wahneta

Project #: LDNON-2024-126

DATE: 12/01/2025

The Inspector of Record has made a final review of the above-mentioned project. As a result of inspections, test results, and general site observations, I certify that the project is complete and represents reasonable compliance with the intent of the plans designed by the Engineer of Record and approved by the Polk County Land Development Division. The exact field locations and elevations of the storm water, potable water, wastewater, and reclaimed water systems are not guaranteed nor certified by the inspector.

It is the Contractor and Engineer of Record's responsibility to furnish the Polk County Land Development Division with Record Drawings and other final closeout documentation, as required by the Land Development Code and the Utility Standards and Specifications Manual, for final review and approval of the completed project before release of C.O.'s.

Should you have any further questions in the matter, please call (863) 534-6449.