

COMMERCIAL PERFORMANCE BOND

Bond No. LICX1984358

KNOWN ALL MEN BY THESE PRESENTS, That we, English Creek Partners, LLC, as Principal, and Lexon 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 Two Hundred Eighty-Six Thousand, Seven Hundred Twenty-Six and 39/100 (\$ 286,726.39) 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 K-Ville Subdivision Phase 2-3 ROW Improvements project located at Bartow, 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 July 3, 2025, 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

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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:

Lexon Insurance Company
12890 Lebanon Road
Mt Juliet, TN 37122

The Principal:

English Creek Partners, LLC
346 E. Central Ave
Winter Haven, FL 33880

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 6th DAY OF February, 2025,
(the date of issue by the Surety).

Lindsey Roden
Witness

Lindsey Roden
Printed Name

Jenna Spain
Witness

Jessica Spencer
Printed Name

Maria A. Gonzalez
Witness

Maria A. Gonzalez
Printed Name

Karen O'Connell
Witness

Karen O'Connell
Printed Name

PRINCIPAL:

English Creek Partners, LLC
Name of Corporation

By: [Signature]

Albert S. Cassidy
Printed Name
Title: Manager
(SEAL)

SURETY:

Lexon Insurance Company
Name of Corporation

By: [Signature]

James I. Moore
Printed Name
Title: Attorney-in-fact
(SEAL)

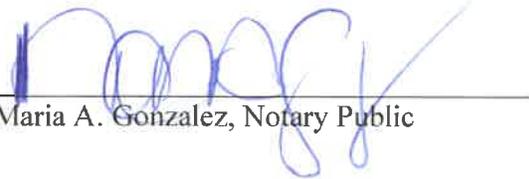
(Attach power of attorney)

State of Illinois
} ss.
County of DuPage

On February 6, 2025, before me, Maria A. Gonzalez, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore, known to me to be Attorney-in-Fact of Lexon Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 25, 2026



Maria A. Gonzalez, Notary Public



Commission No. 882909



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of February, 2025.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



August 7, 2024

Gator Howerton
Polk County Land Development
PO Box 9005
Bartow, FL 33830

Re: LDSUR-2024-26
K-Ville Ph 2& 3 ROW Performance Bond

Dear Gator:

I reviewed the costs for the offsite turn lane and the costs appear accurate. There were multiple bids received for the turn lane work and all were right around \$200K. That being said, I did increase the unit costs for the base material and SP-9.5 overlay to the higher end of the bids received to be conservative. In addition, the costs for the offsite water main work that will take place within the ROW were added.

Please find attached the revised Engineer's Estimate.

Sincerely
John R. Bannon, P.E.



K-Ville PH 2 & 3 LDROW-2024-36
PERFORMANCE BOND ESTIMATE FOR ROW IMPROVEMENTS

8/7/2024

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
K-Ville Avenue Improvements (OFFSITE)				
Demo Exist Conc/Ect	1	LS	\$ 4,600.00	\$ 4,600.00
Maintenance of Traffic	1	LS	\$ 47,150.00	\$ 47,150.00
Sawcut Existing	1	LS	\$ 1,800.00	\$ 1,800.00
12" Crushed Concrete Base	531	SY	\$ 41.20	\$ 21,877.20
1.5" SP-12.5 Recycled Asphalt (FDOT 40% Rip Rap Widening)	440	SY	\$ 14.85	\$ 6,534.00
1" SP-9.5 Recycled Asphalt (FDOT 40% Rap Overlay)	1430	SY	\$ 15.75	\$ 22,522.50
Type F Curb	350	LF	\$ 19.85	\$ 6,947.50
Mill Existing	1	LS	\$ 8,000.00	\$ 8,000.00
5' Wide Concrete Sidewalk 4"	1227	SY	\$ 56.25	\$ 69,018.75
5' Wide ADA handicap ramp	3	EA	\$ 1,720.00	\$ 5,160.00
Offsite pavement markings & signage	1	LS	\$ 15,118.00	\$ 15,118.00
Resotration of Offstie/Grade/Sod	1	LS	\$ 9,182.40	\$ 9,182.40
K-Ville Avenue Subtotal				\$ 217,910.35
Offsite Potabale Water				
8" DR-18 PVC Water Main	420	LF	\$ 56.50	\$ 23,730.00
8" Wet Tap & Valve	2	EA	\$ 6,200.00	\$ 12,400.00
8" MJ Tee	1	EA	\$ 1,200.00	\$ 1,200.00
8" MJ 45 Bend	4	EA	\$ 730.00	\$ 2,920.00
Testing & Bactees	1	LS	\$ 2,500.00	\$ 2,500.00
Offstie Water Subtotal				\$ 42,750.00
Total Estimate				\$ 260,660.35
10% Contingency				\$ 26,066.04
Total Bond Amount				\$ 286,726.39

John R. Bannon 8-7-24

John R. Bannon, P.E. 84128
 Wood & Associates Engineering, LLC CA#32508
 1925 Bartow Rd, Lakeland, FL 338001

