

## COMMERCIAL PERFORMANCE BOND

Bond No. GM245206

KNOWN ALL MEN BY THESE PRESENTS, That we, Gilbert 17, 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 Ninety-Seven Thousand Nine Hundred Fifty-Eight and 00/100 (\$97,958.00) 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 7-Eleven (LDROW-2024-54 project located at 600 5<sup>th</sup> St., Eagle Lake, FL 33839 (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 May 31, 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 Rd., Ste 600  
Houston, TX 77024

**The Principal:**

Gilbert 17, LLC  
4440 PGA Blvd., Suite 600  
Palm Beach Gardens, FL 33410

**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 8th DAY OF April, 2025,  
(the date of issue by the Surety).

Emily Landers  
Witness

Emily Landers  
Printed Name

Joshua Chernes  
Witness

Joshua Chernes  
Printed Name

Laura Dipersico  
Witness

Laura Dipersico  
Printed Name

Clint Diers  
Witness

Clint Diers  
Printed Name

PRINCIPAL:

Gilbert 17, LLC  
Name of Corporation

By: Nathan Landers

Nathan Landers  
Printed Name  
Title:  
(SEAL)

SURETY:

Great Midwest Insurance Company  
Name of Corporation

By: Elif Aslan

Elif Aslan  
Printed Name  
Title:  
(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:

Scott P. Rooney, Clinton J. Diers, Laura Dispersico, Elif Aslan

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 1<sup>st</sup> day of October, 2018 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 Ten Million dollars (\$10,000,000.00), 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 facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile 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 11th day of February, 2021.



**GREAT MIDWEST INSURANCE COMPANY**

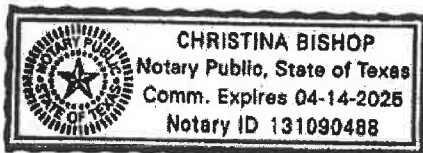
BY \_\_\_\_\_

*Mark W. Haushill*

Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, 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 8th Day of April, 2025.



BY \_\_\_\_\_

*Leslie K. Shaunty*

Leslie K. Shaunty  
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.**

**POI**  
**4020 Edgewater Drive Orlando, FL 32804**

**Engineer's Estimate of Improvements in Right of Way**

Date: 02-05-2025

**Project Number: LDROW-2024-54**

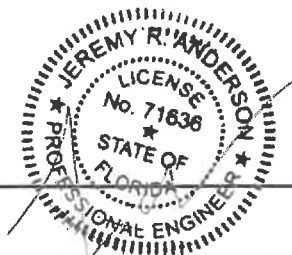
7-Eleven, 600 Gilbert, Eagle Lake, FL 33839

**Public Features**

ITEM #		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
<b>General</b>					
1	Demo / existing driveway	3,060.0	SF	\$3	\$9,180
2	Demo / existing curb divider	605.0	SF	\$7	\$4,235
3	Demo (hydroblast) / existing pavement marking	397.0	SF	\$2.5	\$993
4	MOT	1	LS	\$7,000	\$7,000
5	Grading	1	LS	\$10,000	\$10,000
6	Mobilization	1	LS	\$6,500	\$6,500
				<b>SUB TOTAL</b>	<b>\$37,908</b>
<b>Pavement Improvements - Gilbert Street</b>					
1	5" Concrete Sidewalk	169	SYD	\$73	\$12,371
2	Detectable Warning	26	SF	\$42	\$1,095
3	Sidewalk Ramp	2	EA	\$1,500	\$3,000
4	2.5" SP 9.5 Asphaltic Concrete	40	T	\$180	\$7,200
5	Limerock Optional Base Group 09	80	SYD	\$59	\$4,701
6	Type B Stabilization subgrade	96	SYD	\$8	\$765
7	Prime Coat	1,500	SF	\$2.5	\$3,750
8	Tack Coat	15	GA	\$200	\$3,000
9	TYPE "D" Curb	65	LF	\$35	\$2,275
10	Traffic Separator Concrete - TYPE I	120	LF	\$83	\$9,960
11	Performance turf, SOD	320	SYD	\$5	\$1,440
				<b>SUB TOTAL</b>	<b>\$49,557</b>
<b>Signage</b>					
1	OM4-1 Sign	1	EA	\$45	\$45
2	2.5" Diameter Aluminum Pole with Hardware Kit	1	EA	\$251	\$251
				<b>SUB TOTAL</b>	<b>\$296</b>
<b>Pavement Markings</b>					
1	6" Solid White Thermoplastic Hot Spray Striping	90.00	LF	\$2.5	\$225
2	White Left Turn Arrow Marking	2.00	EA	\$46	\$92
3	6" Solid Yellow Thermoplastic Hot Spray Striping	374.00	LF	\$2.5	\$935
4	18" Yellow GORE Thermoplastic Hot Spray Stripping	20	LF	\$2.01	\$40
				<b>SUB TOTAL</b>	<b>\$1,292</b>

Date:

Jeremy Anderson, P.E.



Sum	\$89,053
Total with 110%	\$97,958

Jeremy R. Anderson, State of Florida, Professional Engineer, License No. 71636

This item has been digitally signed and sealed by Jeremy R. Anderson on the date indicated here.

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