

COMMERCIAL PERFORMANCE BOND

Bond No. 0217727

KNOWN ALL MEN BY THESE PRESENTS, That we, Batten & Shaw, Inc., as Principal, and Berkley Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Delaware 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 Oblige, in the aggregate sum of Fifty Nine Thousand Five Hundred Ninety and 78/100--- (\$ 59,590.78) 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 Auburndale FSR project located at Havendale Blvd, Winter Haven, FL 33881 (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 13, 2025, or such later date that the Oblige 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 Oblige 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 Oblige, 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 Oblige may demand up to the full amount of the Bond, such amount determined solely by the Oblige 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 Obligees 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 Obligees 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 Obligees, 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:

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

The Principal:

Batten & Shaw, Inc.
107 Music City Circle
Suite 300
Nashville, TN 37214

The Obligees:

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 21st DAY OF January, 2025,
(the date of issue by the Surety).

Pamela H. Carter
Witness
Pamela L. CARTER
Printed Name
Nick Laxner
Witness
Nick Laxner
Printed Name

Shannon Hord
Witness
Shannon Hord
Printed Name
Drew Donahoe
Witness
Drew Donahoe
Printed Name

PRINCIPAL:

Batten & Shaw, Inc.
Name of Corporation
By: [Signature]
Arin Talbot
Printed Name
Title:
(SEAL)

SURETY:

Berkley Insurance Company
Name of Corporation
By: [Signature]
Stephen A. Benson
Printed Name
Title: Attorney-in-Fact
(SEAL)

(Attach power of attorney)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *George J. Anderson; Stephen A. Benson; Steven E. Buzzell; or Jenny L. Gentry of Arthur J. Gallagher Risk Management Services, LLC of Nashville, TN* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of January, 2024.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22nd day of January, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 21ST day of January, 2025.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Marlin Civil, LLC180 Tollgate Branch
Longwood, FL 32750Auburndale FSER ROW
Auburndale
2/5/2025

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	General Conditions	1.00	ls	6,048.19	6,048.19
1.01	Transports	1.00	ea	865.95	865.95
1.01	Survey	7.00	hrs	100.50	703.51
1.02	As-Builts (certified)	1.00	ls	665.01	665.01
1.03	MOT Traffic	1.00	ls	3,813.72	3,813.72
2.00	Erosion Control	1.00	ls	1,405.71	1,405.71
2.01	Silt Fence	312.00	lf	4.07	1,268.10
2.02	Inlet Protection	1.00	ea	137.61	137.61
3.00	Clearing and Demo	1.00	ls	2,679.27	2,679.27
3.01	Clear and Grub	0.11	ac	3,282.06	361.03
3.02	Demo Gravel	44.00	sy	1.57	69.08
3.03	Demo Concrete	1,982.00	sf	0.91	1,796.86
3.04	Demo Asphalt	112.00	sy	2.84	317.91
3.05	Sawcuts	69.00	lf	1.94	134.39
4.00	Water	1.00	ls	20,406.68	20,406.68
4.01	Open Cut Repairs	1.00	ls	6,222.93	6,222.93
4.02	18X2 Wet Tap	1.00	ea	5,528.12	5,528.12
4.03	18X4 Wet Tap	1.00	ea	6,224.23	6,224.23
4.04	2" Gate Valve	1.00	ea	584.07	584.07
4.05	2" Poly Pipe	12.00	lf	11.84	142.14
4.06	4" Gate Valves	1.00	ea	1,705.19	1,705.19
5.00	Sanitary	1.00	ls	2,864.42	2,864.42
5.01	Core and Connect	1.00	ea	1,953.55	1,953.55
5.02	8" PVC	24.00	lf	37.95	910.87
6.00	Paving	1.00	ls	20,769.17	20,769.17
6.01	HD Pave and Base (asphalt 2 lift)	188.00	sy	54.46	10,238.85
6.02	F, B and Valley Curb	209.00	lf	27.93	5,837.27
6.03	Sidewalks with stabilizer (broom finish only)(no decorative concrete)	671.00	sf	6.10	4,091.63
6.04	HC Ramps ADA	2.00	ea	300.71	601.42
7.00	10% Contingency	1.00	ls	5,417.34	5,417.34
Total					\$59,590.78