

## COMMERCIAL MAINTENANCE BOND

Bond No. GM250521

KNOWN ALL MEN BY THESE PRESENTS, That we, Davenport Self Storage II, 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 sum of One Thousand Five Hundred Seventy Seven Dollars and Fifty Three Cents (\$1,577.53) 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 Legacy at Davenport Self Storage, LLC 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 One (1) 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.

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:**

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, TX 77024

**The Principal at:**

Davenport Self Storage II, LLC  
21500 Biscayne Boulevard 4th Floor, Suite 402  
Aventura, FL 33180

**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 2nd day of September, 2025.

PRINCIPAL:

Davenport Self Storage II, LLC

Name of Corporation

By:

Julia Bayler

Printed Name

Title:  
(SEAL)

Eric Strickland

Witness

Printed Name

Lee

Witness

Kiki Lee

Printed Name

SURETY:

Great Midwest Insurance Company

Name of Corporation

By:

Brett M. Rosenhaus

Printed Name Brett M. Rosenhaus

Title: Attorney-In-Fact  
(SEAL)

Julie Caporale

Witness

Julie Caporale

Printed Name

Kailee Rosenhaus

Witness

Kailee Rosenhaus

Printed Name

(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: Dale A. Belis, Marilyn Ann Blome, Donald Bramlage, Edward M. Clark, Christian Collins, F. Danny Gann, David R. Hoover, Jarrett Merlucci, Laura D. Mosholder, Charles J. Nielson, Jessica P. Reno, Audria R. Ward, Edward T. Ward, Kevin Wojtowicz, Richard Zimmerman, Charles D. Nielson, Brett M. Rosenhaus

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 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 2nd Day of September 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.**

## **EXHIBIT “A”**

# Kimley»Horn

## Engineer's Opinion of Probable Costs

### Kimley-Horn and Associates, Inc.

200 South Orange Ave., Suite 600

Orlando, Florida 32801

Ph: 407-898-1511

Fax: 407-894-4791

Project: Legacy at Davenport Slef Storage

LDNON-2023-104

KHA Project No. 249000001

Date: 8/12/2025

**Note:** The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

PUBLIC Potable Water, Reclaimed Water and Wastewater					
Item No.	Description	Quantity	Unit	Unit Price	TOTALS
1	10" PVC Water Main Potable Water (PW)	59	LF	\$51.03	\$3,010.77
2	10" Gate Valve Assembly, Complete, PW	1	EA	\$3,655.00	\$3,655.00
4	10" 45 Degree Bend, PW	4	EA	\$460.00	\$1,840.00
5	10"x2" Tee, PW	1	EA	\$532.00	\$532.00
6	2" PVC Water main, PW	13	LF	\$6.25	\$81.25
7	2" 90 Degree Bend, PW	1	SF	\$88.10	\$88.10
8	2" Gate Valve Assembly, Complete, PW	1	EA	\$2,181.00	\$2,181.00
9	4" PVC C-900 DR-18 Reclaimed Water (RW)	20	LF	\$15.00	\$300.00
10	3" PVC SDR21 PR200 RW	60	LF	\$8.06	\$483.60
11	8"x4" Tap Assembly RW	1	EA	\$2,834.29	\$2,834.29
12	8" PVC SDR-26 6'-8' Wastewater (WW)	35	LF	\$21.98	\$769.30
				<b>Sub-Total</b>	<b>\$15,775.31</b>
<b>SUBTOTAL</b>					<b>\$15,775.31</b>
<b>10% WARRANTY DUE</b>					<b>\$1,577.53</b>

Eric  
Lagassey

Digitally signed by Eric  
Lagassey  
DN: cn=Eric Lagassey,  
c=US, o=KIMLEY-HORN  
AND ASSOCIATES INC,  
email=eric.lagassey@kimley-  
horn.com  
Date: 2025.08.14 12:33:40 -  
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Eric P. Lagassey, P.E.  
FL P.E. #57514



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Orlando, Florida 32801

Ph: 407-898-1511

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Eric  
Lagassey

Digitally signed by Eric  
Lagassey  
DN: cn=Eric Lagassey,  
c=US, o=KIMLEY-HORN  
AND ASSOCIATES INC,  
email=eric.lagassey@kimley-  
horn.com  
Date: 2025.08.14 12:33:40 -  
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Eric P. Lagassey, P.E.  
FL P.E. #57514





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**LAND DEVELOPMENT DIVISION**

MEMORANDUM

**To:** Chrissy Irons, Development Coordinator II

**From:** Tobias Holton, Inspector

**Project Name:** Legacy at Davenport Self Storage

**Project #:** LDNON-2023-104

**DATE:** 8/26/2025

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.