

## COMMERCIAL PERFORMANCE BOND

Bond No. GM244602

KNOWN ALL MEN BY THESE PRESENTS, That we, FL Haines City Bannon, 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 Three Hundred Ninety Two Thousand, Nine Hundred Eighty Nine & 55/100 (\$ 392,989.55 ) 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 FL HAINES CITY BANNON right-of-way improvements project located at 2998 Bannon Island Road, Haines City FL 33844 (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 December 31, 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

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 Drive, Suite 600  
Houston TX 77024

**The Principal:**

FL Haines City Bannon, LLC  
201 Riverplace, Suite 400  
Greenville SC 29601

**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 4th DAY OF December, 2024,  
(the date of issue by the Surety).

Jessica Cormier  
Witness

Jessica Cormier  
Printed Name

Heather Welch  
Witness

Heather Welch  
Printed Name

Breelan Cook  
Witness

Breelan Cook  
Printed Name

Madeline Clarke  
Witness

Madeline Clarke  
Printed Name

PRINCIPAL:

FL Haines City Bannan, LLC  
Name of Corporation

By: Philip J. Wilson

Philip J. Wilson  
Printed Name  
Title: Manager  
(SEAL)

SURETY:

Great Midwest Insurance Company  
Name of Corporation

By: Patricia S. Kleehammer

Patricia S. Kleehammer, Attorney-in-fact  
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:

CECIL R. VAUGHAN, III, JOHN D. BROCK, MARK R. BROCK, PATRICIA S. KLEEHAMMER, EMILY K. FANT

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.



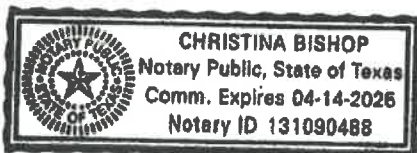
**GREAT MIDWEST INSURANCE COMPANY**

BY \_\_\_\_\_

Mark W. Haushill  
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  
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 4th Day of December, 2024.



BY \_\_\_\_\_

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.**



Date: 09/20/2024  
PAI #RLLSC23001

**ENGINEER'S OPINION OF PROBABLE SITE CIVIL ENGINEERING IMPROVEMENTS COSTS**  
**WITHIN POLK COUNTY RIGHT-OF-WAY**  
**Project: FL HAINES CITY BANNON**

**A. GENERAL**

<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>APPROX</u> <u>QUAN</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1	Silt Fence	LF	2,618	\$1.27	\$3,324.86
2	Saw Cuts (Pavement)	LF	399	\$1.53	\$610.47
3	Heavy Duty Driveways (2) to County Roads (includes Grading, Base, and Pavement)	SF	4,254	\$22.50	\$95,715.00
4	Light Duty Driveway to County Roads (includes Grading, Base, and Pavement)	SF	1,234	\$20.54	\$25,346.36
5	FDOT Type D Concrete Curb at 3 Driveway Connections	LF	360	\$45.85	\$16,506.00
6	Concrete Sidewalk (6' wide)	LF	2,450	\$36.74	\$90,013.00
7	Warning Strips 2' x 3'	SF	72	\$41.58	\$2,993.76
8	Crosswalk Striping - 12" wide White Paint	LF	244	\$0.43	\$104.92
9	Street Lights with 3' Mast Arm on Utility Pole	EA	6	\$8,000.00	\$48,000.00
10	16" x 6" Wet tapping Sleeve and Valve	EA	1	\$1,841.89	\$1,841.89
11	16" x 16" TEE	EA	1	\$2,702.89	\$2,702.89
12	16" x 6" TEE	EA	1	\$1,149.60	\$1,149.60
13	16" Gate Valve	EA	2	\$789.93	\$1,579.86
14	16" Water Line	LF	485	\$16.45	\$7,978.25
15	6" Water Line	LF	62	\$12.04	\$746.48
16	Sanitary Manhole	EA	3	\$7,801.01	\$23,403.03
17	4" PVC C900 Sanitary Sewer Service Line	LF	24	\$61.02	\$1,464.48
18	8" PVC Sanitary Sewer Pipe	LF	211	\$132.00	\$27,852.00
19	Abandon and Plug Well	EA	1	\$430.38	\$430.38
20	Demolish Wellhouse	LS	1	\$5,500.00	\$5,500.00
21					\$0.00
22					\$0.00
23					\$0.00
SubTotal ROW Improvement Costs =					<b>\$357,263.23</b>
110% of ESTIMATED RIGHT OF WAY IMPROVEMENT COST =					<b>\$392,989.55</b>



Digitally signed  
by Karen Profet  
Date: 2024.09.23  
09:27:45-04'00'

This item has been digitally signed and sealed by  
Karen Profet, PE on the date adjacent to the seal.  
Printed copies of this document are not  
considered signed and sealed and the signature  
must be verified on any electronic copies.

PROFESSIONAL ENGINEER  
FLORIDA PE LIC. No. 93409

DATE