

**PERFORMANCE BOND  
NO. 106506921  
FOR EXCAVATION WORK**

For Addison Place

KNOW ALL PERSONS BY THESE PRESENTS: that

Creekside West, Inc.  
2600 Golden Gate Parkway  
Naples, Florida 34105

(hereinafter referred to as "Owner") and

**Travelers Casualty and Surety Company of America**  
One Tower Square, 3B  
Hartford, CT06813

(hereinafter referred to as "Surety") are held and firmly bound unto Collier County, Florida, (hereinafter referred to as "County") in the total aggregate sum of Eighty-nine thousand seven hundred and 00/100 Dollars **(\$89,700.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Owner and Surety are used for singular or plural, as the context requires.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Owner has submitted for approval by the Board a certain excavation permit no. 60155 and that certain excavation permit shall include specific improvements which are required by Collier County Ordinances and Resolutions (hereinafter "Land Development Regulations"). This obligation of the Surety shall commence on the date this Bond is executed and shall continue until the date of completion of the work and approval by the County of the specific improvements described in the Land Development Regulations (hereinafter the "Guaranty Period") or until replaced by a new bond in the event of a change of Ownership.

NOW, THEREFORE, if the Owner shall well, truly and faithfully perform its obligations and duties in accordance with the Land Development Regulations during the guaranty period established by the County, and the Owner shall satisfy all claims and demands incurred and shall fully indemnify and save harmless the County from and against all costs and damages which it may suffer by reason of Owner's failure to do so, and shall reimburse and repay the County all outlay and expense which the County may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration, addition or deletion to the proposed specific improvements shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition or deletion to the proposed specific improvements.

PROVIDED FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, so as to bind the Owner and the Surety to the full and faithful performance in accordance with the Land Development Regulations. The term "Amendment," wherever used in this Bond, and whether referring to this Bond, or other documents shall include any alteration, addition or modification of any character whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this PERFORMANCE BOND to be executed this 3<sup>RD</sup> day of May, 2017.

WITNESSES:

**Creekside West, Inc.**

a Florida Profit Corporation

By: **BARRON COLLIER MANAGEMENT, LLC**

a Florida limited liability company

Its: Authorized Agent

By: Brian Goguen

Brian Goguen, Chief Operating Officer  
(Provide Proper Evidence of Authority)

Carrie Asbill  
Printed Name Carrie Asbill

Madeleine Richie  
Printed Name Madeleine Richie

### ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 8<sup>th</sup> DAY OF May, 2017, BY BRIAN GOGUEN AS CHIEF OPERATING OFFICER/MANAGER OF CREEKSIDE WEST, INC. WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION.

Notary Public - State of Florida

Kim D. Davidson  
Printed Name Kim D. Davidson



WITNESSES:

Emily Strassel  
Printed Name: Emily Strassel

Lorraine A. Jones-Murray  
Printed Name: Lorraine Jones-Murray

**Travelers Casualty and Surety Company of America**

By: Charity A Moser  
Charity A. Moser, Attorney-In-Fact

### ACKNOWLEDGMENT

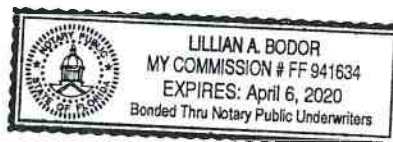
STATE OF FLORIDA  
COUNTY OF COLLIER

THE FOREGOING PERFORMANCE BOND WAS ACKNOWLEDGED BEFORE ME THIS 3<sup>rd</sup> DAY OF MAY, 2017 BY CHARITY A. MOSER AS ATTORNEY-IN-FACT OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION.

Lillian A. Bodor  
Notary Public - State of FLORIDA  
Printed Name:

[15-LDS-01664/1153600/1]

Lillian A. Bodor



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229466

Certificate No. 007003317

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Huntley A. Hornbeck II, Kristin M. Neiert, Marc E. Williams, Stephen J. Benza, Charity A. Moser, and Dawn Y. Colecchio

of the City of Naples, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of October, 2016.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 5th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



  
 Marie C. Tetreault, Notary Public

## EXCAVATION PERFORMANCE AGREEMENT

Addison Place – Permit No. 60.155

THIS EXCAVATION PERFORMANCE AGREEMENT entered into this 8<sup>th</sup> day of May, 2017 between CREEKSIDE WEST, INC. hereinafter referred to as "Developer," and the Board of County Commissioners of Collier County, Florida, hereinafter referred to as the "Board".

WHEREAS, Developer has applied for an excavation permit in accordance with Section 22-106, *et al.* of the Collier County Code of Laws and Ordinances, and the Collier County Land Development Code, including but not limited to Section 3.05.10 (collectively, the "Excavation Regulations"); and

WHEREAS, the Excavation Regulations require the Developer to post appropriate guarantees and execute an Excavation Performance Security Agreement stating applicant will comply with the Excavation Regulations and Excavation Permit No. 60.155 - Addison Place (the "Excavation Permit").

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, Developer and the Board do hereby covenant and agree as follows:

1. Developer agrees to comply with the Excavation Regulations and the Excavation Permit (the "Excavation Work").
2. Developer herewith tenders its excavation performance security (attached hereto as Exhibit "A" and by reference made a part hereof) in the amount of \$89,700.00.
3. In the event of default by Developer or failure of Developer to complete the Excavation Work within the time required by the Excavation Regulations and Excavation Permit, Collier County, may call upon the excavation performance security to insure satisfactory completion of the Excavation Work.
4. The Excavation Work shall not be considered complete until Developer notifies the County that the Excavation Work is complete and the final Excavation Work is reviewed and approved by the County Manager or designee for compliance with the Excavation Regulations.
5. The County Manager or designee shall, within sixty (60) days of receipt of notification by Developer in writing that the Excavation Work is complete, either: a) notify Developer in writing of his approval of the Excavation Work; or b) notify the Developer in writing of his refusal to approve the Excavation Work, therewith specifying those conditions which Developer must fulfill in order to obtain the County Manager's approval of the Excavation Work.
6. In the event Developer shall fail or neglect to fulfill its obligations under this Agreement, upon certification of such failure, the County Manager or designee may call upon the excavation performance security to secure satisfactory completion, repair and maintenance of the Excavation Work. The Board shall have the right to construct and maintain, or cause to be constructed or maintained, pursuant to public advertisement and receipt and acceptance of bids,

the Excavation Work. The Developer, as principal under the excavation performance security, shall be liable to pay and to indemnify the Board, upon completion of such construction, the final total cost to the Board thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the Board may sustain on account of the failure of Developer to fulfill all of the provisions of this Agreement.

7. All of the terms, covenants and conditions herein contained are and shall be binding upon Developer and the respective successors and assigns of Developer.

IN WITNESS WHEREOF, the Board and Developer have caused this Agreement to be executed by their duly authorized representatives this 8th day of May, 2017.

CREEKSIDE WEST, INC.  
a Florida Profit Corporation

SIGNED IN THE PRESENCE OF:

Sign: Carrie Asbill

Carrie Asbill

Printed Name

Sign: Kim D. Davidson

Printed Name Kim D. Davidson

ATTEST:

DWIGHT E. BROCK, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legality:

\_\_\_\_\_  
Scott A. Stone  
Assistant County Attorney

By; Barron Collier Management, LLC  
a Florida limited liability company  
Its: Authorized Agent

By: Brian Goguen

Brian Goguen, Manager/Vice President  
Provide Proper Evidence of Authority

BOARD OF COUNTY COMMISSIONERS  
OF COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
\_\_\_\_\_  
as designee of the County Manager  
pursuant to Resolution No. 2015-162