

SUBJECT: North Hillsboro Moose Lodge #1741 Off-Site **PI# 4896**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 09, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities to serve North Hillsboro Moose Lodge #1741 Off-Site located in Section 24, Township 29, and Range 20 (watermain and forcemain) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$9,990.00 and authorize the Chair to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 28, 2021, Permission to Construct Prior to Platting was issued for North Hillsboro Moose Lodge #1741 Off-Site, after construction plan review was completed on May 12, 2021. Construction has been completed in accordance with the approved plans and has been inspected and approved by the appropriate agencies. The developer has provided the required Bond, which the County Attorney's Office has reviewed and approved. The developer is North Hillsboro Lodge No. 1741, Loyal Order of Moose, Inc. and the engineer is Blackstock Engineering.

PROJECT LOCATION



LOCATION MAP

OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20____, by and between North Hillsboro Lodge No. 1741, Loyal Order of Moose, Inc., hereinafter referred to as the "Owner/Developer" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as North Hillsboro Lodge No. 1741, Utilities Extensions (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

854 LF - 8" Water Main and appurtenances; 761 LF - 4" Force Main and appurtenances

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
 - b. A Warranty Bond, dated 02/29/2024 with North Hillsboro Lodge No. 1741, Loyal Order of Moose, Inc. as Principal, and Great Midwest INS. as Surety, and
 - c. Cashier/Certified Check, number _____, dated _____ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

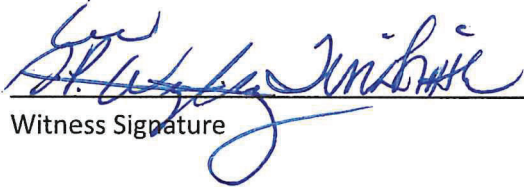
certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

- 6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
- 7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

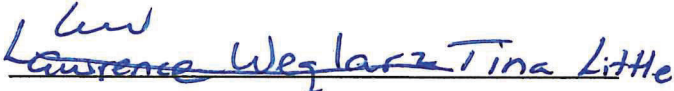
Owner/Developer:



 Witness Signature

By: 

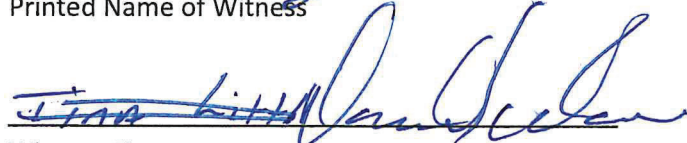
 Authorized Corporate Officer or Individual
 (Sign before Notary Public and 2 Witnesses)



 Printed Name of Witness

Lawrence Weglarz


 Printed Name of Signer



 Witness Signature

Adminstrator

 Title of Signer



 Printed Name of Witness

8908 Lake Sunset Drive, Tampa, FL 33626

 Address of Signer

813-833-9973/727 400 1519

 Phone Number of Signer

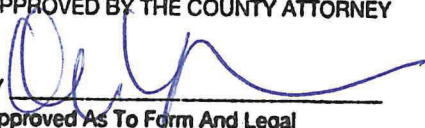
CORPORATE SEAL
(When Appropriate)

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

 BY _____
 Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

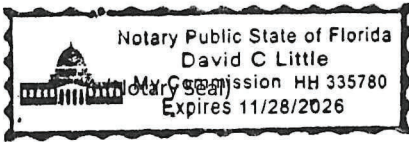
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
1 day of MARCH, 2024, by LARRY WEGELARZ as
(day) (month) (year) (name of person acknowledging)

Officer for Moose Lodge 1741
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Type of Identification Produced



[Signature]
(Signature of Notary Public - State of Florida)

DAVID P LITTLE
(Print, Type, or Stamp Commissioned Name of Notary Public)

H335780
(Commission Number)

11/28/26
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we North Hillsboro Lodge No. 1741, Loyal Order of Moose, Inc.

_____ called the Principal, and Great Midwest Insurance Company _____ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Nine Thousand Nine Hundred and Nintety (\$9,990.00) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this warranty bond; and

WHEREAS, these site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

WHEREAS, in connection with the development of the project known as Lodge No. 1741, Utilities Ext. hereafter referred to as the "Project", the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: water main and force main utilities and appurtenances (hereafter, the "Off-Site Project Improvements"); and

WHEREAS, the aforementioned site development regulations require as a condition of acceptance of the Off-Site Project Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the the Off-Site Project Improvements for a definite period of time in an amount prescribed by the aforementioned site development regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Off-Site Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 16, 2026.

SIGNED, SEALED AND DATED this 29th day of February, 2024.

ATTEST:



Principal Signature

NONE

(Seal)



Surety Signature

Christian Collins Attorney-in-Fact

(Seal)

ATTEST:

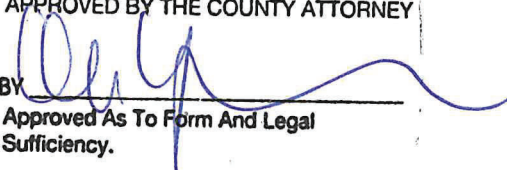


Attorney-in-fact Signature

Christian Collins Attorney-in-Fact

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

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 1st 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.

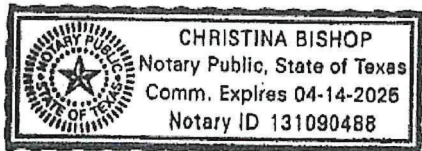


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] 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 [Signature] 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 29th Day of February, 2024.



BY [Signature] 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.



North Hillsboro Lodge No. 1741 - Utilities Extensions

Probable Opinion of Cost - Public Infrastructure

Prepared December 22, 2023

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Sanitary Sewer				
4" PVC	50	LF	\$32	\$1,600
4" HDPE	711	LF	\$30	\$21,330
4" Plug Valve W/ Box	5	LF	\$1,500	\$7,500
8"x4" FM Tee	1	EA	\$2,850	\$2,850
4"x2" Tee	1	EA	\$1,200	\$1,200
2" Plug Valve W/ Box	1	EA	\$1,200	\$1,200
4" 45 Degree Bend	2	EA	\$1,100	\$2,200
			SUBTOTAL	\$37,880
Potable Water				
6" PVC Water Main	797	LF	\$35	\$27,895
6" DIP Water Main	57	LF	\$50	\$2,850
6" Gate Valve W/ Box	3	EA	\$1,500	\$4,500
6" 90 Degree Bend	1	EA	\$1,250	\$1,250
6" 45 Degree Bend	4	EA	\$1,250	\$5,000
6"x6" Tee	1	EA	\$1,500	\$1,500
2" PE Water Main	44	LF	\$25	\$1,100
2" Gate Valve W/ Box	2	EA	\$1,200	\$2,400
6"x2" Tee	1	EA	\$1,200	\$1,200
4" HDPE Casing	34	LF	\$30	\$1,020
Fire Hydrant Assembly	1	EA	\$4,988	\$4,988
12" Steel Casing	28	LF	\$65	\$1,820
8"x6" Tapping Sleeve & Valve	1	EA	\$6,500	\$6,500
			SUBTOTAL	\$62,023
			OVERALL SUBTOTAL	\$99,903
			Hillsborough County Warranty Amount (10%)	\$9,990



**Jesse
Blackstock**

Digitally signed by Jesse Blackstock
Date: 2024.01.10 13:10:15 -05'00'

Jesse L Blackstock, PE
FL REG No. 69925
December 22, 2023

Single Purpose Entity / Vehicle (SPE/SPV)

Name of Entity:	North Hillsborough Moose Lodge 1741	Date Formed:	1979
Physical Address:	8908 Lake Sunset Dr, Tampa, Fl. 33626	Tax ID #:	59-1583367
Entity Type:	<input type="checkbox"/> LLC <input checked="" type="checkbox"/> LLP Corporation	State of Domicile	Florida

Project Details

Project Name:	Lodge No. 1741, Utilities Ext.		
Tract / Plat #:	Folio Number 004017-0600 Parcel U-15-28-17-ZZZ-000000-32660.0	# of Units:	1
Type of Development:	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Industrial		
Appraised Land Value:	\$1.5.Million	Acreage:	4
Date Work Began:	9-17-2021	Est. Completion Date?	February 29, 2024
Construction Lender:	NA	% Complete:	99
Site Contractor Name & Address	S & S Directional Boring 1508 E Dr Martin Luther King Sefphnr 33584 813 684 2272	Loan Closed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Bonded?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Ownership/Indemnitors (all owners – use additional pages if needed)

Name	No Hillsboro Moose Lodge 1741	SS# or FEIN	59-1583367
Physical Address	8908 Lake Sunset Dr Tampa Fl 33626	Date of Birth	NA
Spouse Name	NA	Spouse SS#	NA
Prior Bankruptcy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?	Prior bond claims?
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Name	Lawrence Weglarz	SS# or FEIN	265 63 7166
Physical Address	11212 Moultrie Place Tampa Fl 33625	Date of Birth	01/31/1962
Spouse Name	Melissa Weglarz	Spouse SS#	215925163
Prior Bankruptcy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?	Prior bond claims?
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Name	Sam Whyel	SS# or FEIN	285 68 0070
Physical Address	18718 Chopin Dr Lutz 33558	Date of Birth	04 16 1966
Spouse Name	Nancy Whyel	Spouse SS#	279-78-1426
Prior Bankruptcy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, when?	Prior bond claims?
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Prior Experience

Name of Project		Date Completed:	
Municipality:	Hillsborough County BOCC	Prime Contractor:	
Bonded?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

Name of Project		Date Completed:	
Municipality:		Prime Contractor:	
Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

Name of Project		Date Completed:	
Municipality:		Prime Contractor:	
Bonded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Details:	

Bond Information

Bond Type Requested:	<input checked="" type="checkbox"/> Site Improvement <input type="checkbox"/> Right of Way <input type="checkbox"/> Other		
Amount/Limit:	\$9,990		
Municipality (Obligee):	HillsboroughCounty BOCC		
Municipality Address:			
Engineer's Estimate of Costs:	\$9,990		
Bond Form Provided?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please provide a copy with this application.	

The SEP program has a single and aggregate limit for all bonds of \$1,000,000. The program may be used for multiple bonds for the same principal subject to the underwriting requirements below.

<p>Up to \$250,000</p>	<ul style="list-style-type: none"> • Fully completed subdivision application with indemnity from: <ul style="list-style-type: none"> ○ The special purpose entity that owns the property being developed ○ All owners/partners with ownership percentage > 10% • Copy of the obligee’s bond form <ul style="list-style-type: none"> ○ No forfeiture or pay-on-demand forms • Copy of the partnership or LLC agreement • Positive corporate/personal credit review for all owners
<p>\$250,001 - \$500,000</p>	<p><i>All of the above plus:</i></p> <ul style="list-style-type: none"> • Evidence of financing for improvements • Copy of engineer’s estimate of cost for improvements • Corporate financial statement for the special purpose entity • Financial statements on the owner(s) • Tax returns on the owner(s)
<p>\$500,001 - \$1,000,000</p>	<p><i>All of the above plus:</i></p> <ul style="list-style-type: none"> • Bank set-aside letter <u>or</u> evidence that owner(s) has/have funds to support site improvement costs in excess of 2.5x engineer’s estimated costs • Copy of appraisal / recent valuation of property being developed • Copy of the construction contract with contractor completing the improvements w/ copies of any performance/payment bonds

CREDIT

AUTHORIZATION:

Each Indemnitor (i) authorizes Surety to obtain information from third parties, including personal credit reports, in connection with Surety’s initial and on-going underwriting of any Bonds that Surety considers issuing for any Principal; and (ii) releases Surety from any and all liability relating to same.

NON-BINDING:

The signing of this Application does not bind the Surety to issue, or the Applicants/Indemnitors to purchase, any surety Bonds.

FRAUD NOTICES:

(Not State Specific; see Fraud Notices Applicable in Certain Specific States below): Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 that person to criminal and civil penalties.

APPLICABLE IN ALABAMA, ARKANSAS, ARIZONA, DISTRICT OF COLUMBIA, LOUISIANA, MARYLAND, RHODE ISLAND, & WEST VIRGINIA: Any person who knowingly (*or willfully in MD*) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (*or willfully in MD*) presents false information in an application for insurance is guilty of a crime and may be subject to restitution, or fines, or confinement in prison, or any combination thereof.

APPLICABLE IN COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA AND OKLAHOMA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (*in Florida, a felony of the third degree*).

APPLICABLE IN KANSAS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY & PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement 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.

APPLICABLE IN OREGON: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may commit a fraudulent insurance act, which may be a crime, and which may subject such person to penalties.

APPLICABLE IN MAINE, TENNESSEE, VIRGINIA, & WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.

APPLICABLE IN OHIO: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN NEW YORK: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement 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 shall be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.

GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity ("Agreement") is executed by the undersigned indemnitors ("Indemnitors"), in favor of Great Midwest Insurance Company, Boston Indemnity Company, Inc. and any other company that is part of or added to the Houston International Insurance Group for which surety business is underwritten by HIIG Surety ("Surety") with respect to any surety bond, or other express or implied obligation of suretyship ("Bonds") requested from and/or issued by Surety before, on, or after the date of this Agreement, for:

(i) any of the Indemnitors; (ii) any of the Indemnitors' present or future subsidiaries or affiliates, and/or (iii) any other entity or person in response to a request from any party described in items (i) or (ii) (including requests from their agents, brokers or producers); and as to all of the foregoing, whether they act alone or in joint venture with others ("Principals"). **Indemnitors understand that Surety requires this Agreement as part of the consideration for Surety's execution of the Bonds or Surety's refraining from canceling the Bonds. By signing this Agreement, Indemnitors affirm that all information provided in this application is true and correct, and Indemnitors agree, jointly and severally, for themselves, their successors and assigns, as follows:**

1. **PREMIUMS AND BONDS:** To pay Surety the premium for Bonds and for all subsequent renewals, extensions, or modifications thereof. Each Indemnitor affirms that it is materially and beneficially interested in the issuance of each of the Bonds for each of the Principals. Surety may decline to issue any Bonds and cancel, withdraw, or procure its release from the Bonds at any time. Surety may consent to changes in any Bonds and/or in the contracts covered by any Bonds, or refuse so to assent, without notice to any of the undersigned, which shall not discharge or in any way affect the liability of the undersigned.

2. **CLAIMS AND SETTLEMENTS:** Indemnitors waive notice of any claim or demand against the Bonds. Surety has the right, at its option and sole discretion, to deny, adjust, settle or compromise any claim, demand, suit or judgment upon any Bonds.

3. **INDEMNITY:** Indemnitors shall exonerate and indemnify Surety from and against any and all losses, costs, and damages of whatsoever kind or nature ("Loss"), including legal and consultant fees and expenses, court costs, and interest, which Surety may at any time sustain or incur by reason of: the request to execute, procure, or deliver any Bonds; or the executing, procuring or delivering of any Bonds; or the renewal or continuation thereof; or from making any investigation on account thereof; or any payment thereunder; or as a result of prosecuting or defending any action brought in connection therewith, obtaining a release therefrom, or recovering or attempting to recover any salvage in connection therewith; or by reason of the failure of the Principals and/or Indemnitors to perform or comply with the terms of this Agreement or any other agreement with or in favor of the Surety by any Indemnitors and/or Principals ("Other Agreements"); or in the enforcement of the terms of this Agreement or any Other Agreements. The Surety, at its sole election and discretion, is authorized, but not obligated, to advance or loan money to a Principal, and all money so loaned or advanced (including all expenses and costs incurred therewith), unless repaid by Principal, shall be a loss for which Indemnitors shall be responsible. The

Principals and Indemnitors agree that in any accounting between any of them and the Surety, vouchers or other evidence of payment(s) incurred by the Surety shall constitute *prima facie* evidence of the fact and extent of the liability of the Principals and Indemnitors to the Surety.

4. COLLATERAL: Upon demand, Indemnitors will provide Surety with acceptable collateral in an amount the Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has established a reserve, made any payment, or received any notice of claims under the Bonds. Surety may retain the collateral until all actual and potential claims against the Bonds are exonerated and all Loss is fully reimbursed, and may apply the collateral to the payment of any premium due the Surety.

5. BOOKS AND RECORDS: Upon submission of this application and until full performance of the obligations covered by the Bonds and exoneration of the Bonds, Surety may freely access, examine, and copy Principals' and Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.

6. ASSIGNMENT AND SECURITY: If any Bond is executed or issued by the Surety, the Principals and Indemnitors do hereby assign, pledge, transfer, and convey to Surety, as security for full performance of their obligations under this Agreement and for the payment of any other indebtedness or liability to the Surety, all of their rights, title, interest, and estate in and to all of their property, whether real, personal, or mixed, tangible or intangible, wherever situated or of whatever nature and all interest and rights now owned or hereafter acquired, and if sold, the proceeds therefrom. Such assignment and transfer shall be deemed effective as of the date hereof, but the Surety's ability to exercise its rights pursuant to such assignment shall be contingent on and occur only if there is a Loss under a Bond as defined in this Agreement. This Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect, and Surety is authorized to file such financing statements as Surety deems necessary or appropriate to perfect the liens and security interests granted herein.

7. POWER OF ATTORNEY: Principals and Indemnitors hereby irrevocably appoint the Surety as their attorney-in-fact with the full right and authority, but not the obligation, to exercise all rights of Principals and Indemnitors assigned, transferred and conveyed to the Surety in this Agreement, including the authority to execute, endorse, and deliver on behalf of Principals and Indemnitors any documents or agreements deemed necessary and proper by the Surety in order to give full effect to the terms of this Agreement (including but not limited to, deeds, mortgages, subordination agreements, financing statements and assignments). The Principals and Indemnitors acknowledge that this power is coupled with the interest of Surety in receiving indemnification for Loss, and hereby ratify all actions taken and done by the Surety as attorney-in-fact.

8. FUTURE INDEMNITORS AND VALIDITY: The addition to this Agreement of any Indemnitor may be effected by written amendment executed by such Indemnitor only. The liability of Indemnitors under this Agreement shall not be affected by: (a) the failure of a Principal to sign a Bond; (b) any claim that other indemnity, security, or collateral was to have been obtained; (c) the release, return or exchange by Surety with or without notice and consent of any Indemnitor of any security or collateral that may have been obtained; and/or (d) the fact that any party identified as signing this Agreement failed to do so or is not bound by the Agreement for any reason.

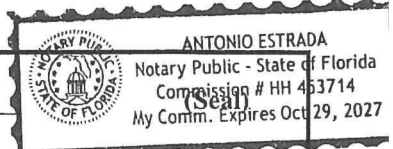
9 ENFORCEMENT: The obligations of the Principals and Indemnitors hereunder shall be in addition to, and not in lieu of, their obligations to the Surety under any Other Agreements, and in the event of any conflict or inconsistency, the term or interpretation most favorable to the Surety, as determined by the Surety, shall control. Separate suits may be brought under this Agreement and any Other Agreements, and shall not prejudice or bar the bringing of other suits. A facsimile, photocopy, electronic or optical reproduction of this Agreement shall be admissible in a court with the same force and effect of the original. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any term of this Agreement is found unenforceable, that term shall be deemed deleted and the remainder of the Agreement will be in full force and effect.

10. TERMINATION OF INDEMNITY: This Agreement is a continuing obligation and may not be terminated for past or present Bonds, nor for any final Bonds issued pursuant to a bid Bond that has been provided prior to the effective date of termination (even if the final Bonds are issued after said date). Indemnitors may terminate obligations as to future bonds only by providing the Surety with a minimum of 30 days written notice, sent via receipted courier service (such as Federal Express or UPS), to HIIG Surety Bond Dept., 800 Gessner Road, Suite 600, Houston, TX 77024.

This Agreement may be referred to as the Application and General Agreement of Indemnity dated: 2-12-2024.

[Signature Pages to Follow]

Corporate / LLC / LLP Indemnitors



Company Legal Name North Hillsboro Moose Lodge 1741
(Exactly as Filed with the Secretary of State)

Full Street Address 8908LakeSunset Dr Federal Tax ID Number 59-1583367

By [Signature] Name and Title of signer Lawrence Weglarz/Administrator
State of Florida, Hillsborough County

On this 29 day of Febuary, 2024, before me, a Notary Public duly commissioned and sworn, personally appeared Lawrence Weglarz, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.

In Witness whereof, I hereunto set my hand and official seal.
My commission expires 10/29/27 (Seal) [Signature]
Notary Public Signature

Company Legal Name _____ (Seal)
(Exactly as Filed with the Secretary of State)

Full Street Address _____ Federal Tax ID Number _____

By _____ Name and Title of signer _____
State of _____, _____ County

On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.

In Witness whereof, I hereunto set my hand and official seal.
My commission expires _____ (Seal) _____
Notary Public Signature

Company Legal Name _____ (Seal)
(Exactly as Filed with the Secretary of State)

Full Street Address _____ Federal Tax ID Number _____

By _____ Name and Title of signer _____
State of _____, _____ County

On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she signed same in his/her authorized capacity on behalf of the business entity, and that by his/her signature, the business entity upon whose behalf he/she acted, executed the General Agreement of Indemnity.

In Witness whereof, I hereunto set my hand and official seal.
My commission expires _____ (Seal) _____
Notary Public Signature

Individual Indemnitors

Name _____ Signature _____
Full Street Address _____ Social Security _____
Number _____
State Of _____, _____ County _____
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.
My commission expires _____ (Seal) _____
In Witness whereof, I hereunto set my hand and official seal.

Name _____ Signature _____
Full Street Address _____ Social Security _____
Number _____
State Of _____, _____ County _____
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.
My commission expires _____ (Seal) _____
In Witness whereof, I hereunto set my hand and official seal.

Name _____ Signature _____
Full Street Address _____ Social Security _____
Number _____
State Of _____, _____ County _____
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.
My commission expires _____ (Seal) _____
In Witness whereof, I hereunto set my hand and official seal.

Name _____ Signature _____
Full Street Address _____ Social Security _____
Number _____
State Of _____, _____ County _____
On this ____ day of _____, _____, before me, a Notary Public duly commissioned and sworn, personally appeared _____, who was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this General Agreement of Indemnity, and who acknowledged to me that he/she executed same on his/her own behalf as an individual.
My commission expires _____ (Seal) _____
In Witness whereof, I hereunto set my hand and official seal.