

Maintenance Bond

Bond No.: 0240971

KNOW ALL MEN BY THESE PRESENTS, that Riverland Development Company, LLC, as Principal, and Berkley Insurance Company located at 412 Mount Kemble Ave., Suite 310N, Morristown, NJ 07960, a corporation organized under the laws of the state of DE, and licensed to transact business in the State of Florida, as Surety, are held and firmly bound unto CITY OF PORT ST LUCIE, FL, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, as Obligee, in the penal sum of Three Hundred Fifty Eight Thousand Seven Hundred Fifty and no/100 Dollars (\$358,750.00), lawful money of the United States of America, for which payment, well and truly to be made, Principal and Surety bind themselves, their legal representatives, successors, or assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has obtained approval by the City of Port St. Lucie of a certain subdivision plat known as **Community Blvd. at Riverland Parcel A Ph 1 (PSL Project #P16-206) - Piping and Paving**, and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said work, it is further understood that this bond shall become effective with the acceptance of the work performed in connection with certain subdivision plat known as **Community Blvd. at Riverland Parcel A Ph 1 (PSL Project #P16-206)**,

Obligee shall notify Principal and Surety in writing of any defect for which Principal is responsible and shall specify in the notice a reasonable period of time within which Principal shall correct the defect. If the Principal fails to correct the defect within the time specified in the notice, then Surety shall have thirty (30) days after that to take any action it deems necessary to insure the performance of the Principal's obligation. If the defect is not corrected, Obligee shall have the right to correct the defect, and Principal and Surety, jointly and severally, shall pay all costs and expenses incurred by Obligee in correcting the defect, including but limited to, the engineering, legal and other costs, together with any damages which Obligee may sustain on account of Principal's failure to correct the defect. In no event will Surety's obligation under this Bond exceed the Penal Sum.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall remedy, without cost to the Obligee, any defects caused by defective or inferior materials or workmanship, which may develop during a period of One (1) year from the date of completion and acceptance of the work performed in connection with certain subdivision plat, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 11th day of March, 2022.

Principal:
Riverland Development Company, LLC, a Florida limited liability company

Attest:



Steven M. Helfman, Secretary

By: 

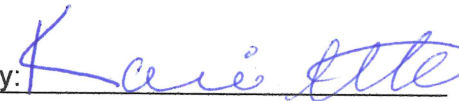
N. Maria Menendez, Vice President

(Impressionable corporate seal)


Address:
1600 Sawgrass Corporate Parkway, 4th Floor
Sunrise, FL 33323

Witnesses:

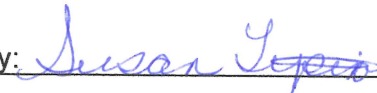
Surety:
Berkley Insurance Company _____ Surety

By: 

Kailee Stone
Print Name

By: 

Dale A. Belis, its Attorney-In-Fact and
Licensed Florida Resident Agent

By: 

Susan Tysinger
Print Name

Address:
220 Congress Park Drive, Suite 100
Delray Beach FL 33445

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: Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL 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 One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), 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 March, 2020.



Attest:
By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, 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 RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
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.

Attest under my hand and seal of the Company, this 11th day of March, 2022
Vincent P. Forte

