PERFORMANCE BOND

Demolition/Restoration Bond

Bond No.: 0255697

KNOW ALL MEN BY THESE PRESENTS:

That we, Riverland Development Company, LLC, a Florida limited liability company, hereinafter called the "Principal", and Berkley Insurance Company, a surety authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to the City of Port St. Lucie, a municipal corporation hereinafter called the "Obligee" or the "City", in the full and just sum of Fifteen Thousand Three Hundred and no/100 Dollars (\$15,300.00) lawful money of the United States of America ("Penal Sum"), to be paid to the Obligee, to 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 above bound Principal, as a condition precedent to the approval by the Obligee of <u>Discovery Way at Riverland Parcel C Phase 1 - Driveway Removal (PSL Project #P21-014)</u>, hereinafter called the "<u>Project</u>", is required to provide a bond or other surety to Obligee guaranteeing demolition and removal of the Project at said location and restoration of the location to its ultimate intended use.

Whereas, Principal has covenanted and agreed with said Obligee to complete the improvements listed on the mutually agreed upon Approved Cost Estimate dated the **9th day of May, 2024** and restore the Project location to its ultimate intended use, within 120 days of receiving notice from the City of: (a) the Project being abandoned; (b) the temporary use being discontinued; or (c) the expiration of the Project permit, whichever occurs first.

Now therefore, the conditions of these obligations are such that if the above bound Principal shall complete the aforesaid actions or work, as applicable herein, within the time herein specified and shall in every respect fulfill its, his, their obligations, and shall indemnify and save harmless the Obligee against and from all claims, costs, expenses, damages, injury or loss which the Obligee may sustain on account of the failure of the Principal to perform then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Principal and City of Port St. Lucie agree that the City Engineer may reduce the initial amount stated above in accordance with City rules, policies, and regulations.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of its obligations, the Surety upon thirty (30) days written notice from the Obligee or its authorized agent or officer of the default, will forthwith perform and complete the aforesaid obligations and pay the cost thereof. Should the Surety fail or refuse to perform and complete the work, as applicable herein, the Obligee, in view of the public interest, health, safety and welfare factors involved and the inducement in approving of the Project, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the Obligee, at its sole option, shall have the right to complete the work pursuant to public advertisement and receipt of bids, cause to the aforesaid demolition, removal and restoration, in case the Principal and Surety should fail or refuse to do so. In the event the Obligee should exercise and give effect to such right, the Principal and Surety shall be jointly and severally liable hereunder to reimburse the Obligee the total cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages, which may be sustained on account of the failure of the Principal to carry out and execute all the obligations for completion of the improvements, as applicable herein, pursuant to all of the provisions of said agreement. In no event will Surety's obligation under this Bond exceed the Penal Sum.

In witness whereof, the Principal and Surety have executed these presents this 5th day of June 2024.

Principal:

Riverland Development Company, LLC, a Florida limited liability company

Attest:

(Impressionable corporate seal)

Steven M. Helfman, Secretary

Address:

1600 Sawgrass Corporate Parkway, Ste 400 Sunrise, FL 33323

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

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

By: Local Typinger

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 Attest: Berkley Insurance Company NSURANCE Bv Ira S. Lederman MM Hafter îce President Executive Vice President & Secretary OFLAWAR

STATE OF CONNECTICUT) COUNTY OF FAIRFIELD

ORPOR Given under my hand and seal of the Company, this 5

2020 by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT respectively, of Berkley Insurance Company. Notary Public, State of Connecticut

CERTIFICATE

APHIL 30, 2024

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 If attached, is in full force and effect as of this date.

Vincent P. Forte