

Maintenance Bond

Bond No.: LICX1206771

KNOW ALL MEN BY THESE PRESENTS, that Riverland Development Company, LLC, as Principal, and Lexon Insurance Company located at 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, a corporation organized under the laws of the state of TX, 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 Five Hundred Five Thousand Six Hundred Nine and 54/100 Dollars (\$ 505,609.54), 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 **Discovery Way at Riverland Parcel A - Pipe and Paving (PSL Project #P19-075)**, 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 **Discovery Way at Riverland Parcel A - Pipe and Paving (PSL Project #P19-075)**,

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.

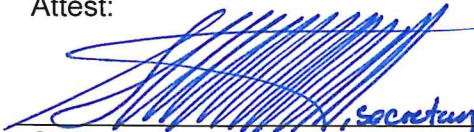
Any suit under this bond must be instituted before the expiration of one year from completion of the maintenance period.

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 28th day of October, 2021.

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

Attest:



Steven M. Helfman, Secretary

By: 

N. Maria Menendez, Vice President

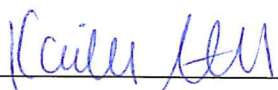
(Impressionable corporate seal)

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

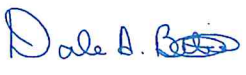
Witnesses:

Surety:

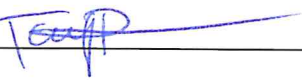
Lexon Insurance Company Surety

By: 

Kailee Stone
Print Name

By: 

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

By: 

Taylor Rosenhaus
Print Name

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



POWER OF ATTORNEY

9627

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brett Rosenhaus, Dale A. Belis as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of October, 2021.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870