

MAINTENANCE BOND

#873060

BY THIS BOND WE, Garden Street Communities Southeast, LLC, as Principal, and Evergreen National Indemnity Company, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County", in the sum of (\$671,653.08***) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above-named Principal has applied, or will apply, to the County for approval of a plat of a certain area of land within Hernando County, Florida, to be known as Pine Bluff Subdivision (Project) and has agreed, or is required, as a condition to the approval of said plat by the County or pursuant to Land Development Regulations, to maintain all required, approved, or dedicated improvements, which improvements consist of, but are not necessarily limited to, roads, drainage, sewer and water lines, and all other improvements installed in connection with the Project; and,

WHEREAS, the approval of said plat by the County is further conditioned upon the furnishing of an adequate Surety Bond to the County pursuant to the County's Land Development Regulations.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if the Principal:

- A. Shall maintain all improvements within the project for a period of eighteen (18) months from the date established by the county for the beginning of the maintenance period; and
- B. During such maintenance period, shall provide any maintenance repairs required by the county to ensure the integrity of the improvements, as designed and constructed, is maintained, including but not limited to:
 - (1) Repair and/or replacement of pavement, culverts, catch basins, etc;
 - (2) Control of erosion, replacement of sod, removal of soil washed into the street or drainage system;
 - (3) Maintenance and/or replacement of regulatory signs and markings;
 - (4) Maintenance of sewer lines, force mains, lift stations and wastewater treatment plants if approved and maintenance of water plants and distribution systems; and
- C. Shall reimburse the County or district for any and all repairs it might make to the systems during the maintenance period; and
- D. Shall submit written requests for an inspection of all improvements to the County's Utilities and Public Works Departments, as applicable, at least sixty (60) days prior to the termination of the completion period;


then this obligation shall be void. Otherwise, it remains in full force and effect.

AND the said Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations, or additions to the terms of the improvements to be made hereunder, or in the plans, specifications and schedules covering the same, shall in any way affect the obligation of said Surety on this bond and the Surety does hereby waive notice of any such changes.

THIS BOND shall be for the use and benefit of the County if it should elect to proceed with said work upon the failure of the Principal to maintain the improvements in connection with the Project for a period of eighteen (18) months from the date established by the county for the beginning of the maintenance period, or any subsequent date provided through an agreement between the Principal and the County for an extension of time.


IT IS FURTHER understood that should Hernando County, Florida be required to institute legal proceedings in order to collect any funds under this bond, Garden Street Communities Southeast, LLC (Principal) shall be responsible for attorney's fees and court costs incurred by the County.

IN WITNESS THEREOF, the Principal and the Surety have caused these presents to be duly executed this 26th day of October, 2022.


AMANDA SCHILLINGER
Witness

PRINCIPAL


Garden Street Communities Southeast, LLC

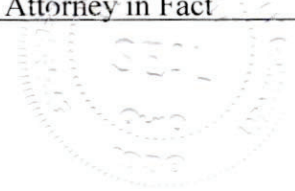
By: 
Name: William Bryan Adams
Title: MANAGER

SURETY

Evergreen National
Indemnity Company


Julie K Bowers, Witness

By: 
Name: Karen M LoConti-Diaz
Title: Attorney in Fact



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EVERGREEN NATIONAL INDEMNITY COMPANY
Independence, Ohio

POWER OF ATTORNEY

Bond No. **873060**

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Julie K Bowers, Denise M Borowy, Hilarie Frankenberry, Karen M Loconti-Diaz, Kathleen P Price, Patricia A Temple

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers 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 signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile 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, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2022.

EVERGREEN NATIONAL INDEMNITY COMPANY

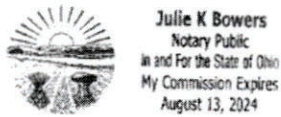


By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of April, 2022, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



Julie K Bowers
Julie K. Bowers, Notary Public
My Commission Expires August 13, 2024

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this **26th** day of **October**, 2022.



Wan C. Collier
Wan C. Collier, Secretary

**Florida
Department
of Insurance**



EVERGREEN NATIONAL INDEMNITY COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: November 28, 1983
No. 94-36-2467238**



**Tom Gallagher
Treasurer and Insurance Commissioner**



Evergreen National Indemnity Company

Certificate

2021

The following financial information was obtained from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance

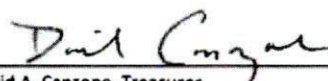
Statement of Income

| | |
|-----------------------------------|------------------|
| Direct Written Premium | 36,555,235 |
| Reinsurance Assumed | 2,129,535 |
| Reinsurance Ceded | (21,153,515) |
| Net Written Premium | 17,531,255 |
| Change in Unearned | 403,595 |
| Net Earned Premium | 17,934,850 |
| Losses & LAE Incurred | 3,656,478 |
| Net Commission Expense | 8,130,506 |
| Other Expenses | 3,847,382 |
| Underwriting Gain/ (Loss) | 2,300,484 |
| Net Investment Income | 1,978,236 |
| Net Realized Capital Gains (Loss) | (320,360) |
| Other Income/ (Expense) | 14,437 |
| Income Before FIT | 3,972,797 |
| Federal Income Tax | 652,375 |
| Net Income | 3,320,422 |

Balance Sheet

| | |
|--|-------------------|
| <u>Assets</u> | |
| Invested Assets | 75,433,689 |
| Uncollected premium and agents' balances | 1,188,421 |
| Reinsurance Recoverable | 227,141 |
| Other Assets | 445,841 |
| Total Assets | 77,295,092 |
| <u>Liabilities & Surplus</u> | |
| Unearned Premium Reserve | 7,382,137 |
| Loss & LAE Reserves | 6,293,417 |
| Ceded Reinsurance Payable | 2,475,339 |
| Amounts retained for others | 14,608,469 |
| Other Liabilities | 3,596,587 |
| Total Liabilities | 34,355,949 |
| Surplus | 42,939,143 |
| Total Liabilities & Surplus | 77,295,092 |

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2021.



David A. Canzone, Treasurer