



May 20, 2024

Marcus Motes
CABOT CITRUS, LLC
17590 Ponce De Leon Blvd.
Brooksville, FL 34614

RE: HERNANDO COUNTY, FLORIDA
Bond #: 800171696
Project: CABOT CITRUS OFFSITE FORCE MAIN CEA Job No. 22009-8
Contract Amount: \$1,130,184.00

Dear Marcus Motes:

Enclosed please find the above captioned bond(s) executed per your request.

The bond(s) must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. Bond executed in 1 counterparts.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate names(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention, in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Sterling", is written over a circular blue ink stamp.

Liz Sterling
Record #: 2960757

MAINTENANCE BOND

BY THIS BOND WE, CABOT CITRUS, LLC, as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County", in the sum of (\$ 226,036.80) 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 Offsite Force Main CEA Job# 22009-8(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, Cabot Citrus, 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 28th day of May, 2024.

Cabot Citrus, LLC

PRINCIPAL

Witness

By: _____
Name: _____
Title: _____

Witness

George Douaire
George Douaire

Atlantic Specialty Insurance Company

SURETY

By: Elizabeth K. Sterling
Name: Elizabeth K. Sterling
Title: Attorney in Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Elizabeth K Sterling, Benjamin A Stahl, Megan K. Douaire**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

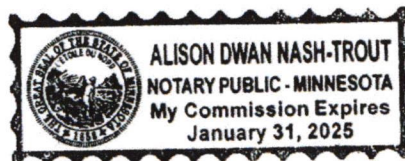


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of May, 2024

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary