

**SURETY FILING INFORMATION**

Complete the following information and attach to document that has been accepted.

**Name of Project:** VERANO PHASE 1

**Date:** 10/06/22

**Address:** KEY # 378415

**Ordinance Applied:** CHAPTER 26 – SUBDIVISION REGULATIONS

**Amount:** \$3,757,204.97

**Expiration Date:** UPON INSPECTION APPROVALS AND APPROVAL OF RELEASE BY  
BOCC

**Document and No.:** PERFORMANCE BOND # 6131036097

**Application No.:** 1436722

**Employee Signature** Alana Krad

Make a copy and place in the file and note to ANOTM. Give to assigned person for safekeeping.

## PERFORMANCE BOND

BY THIS BOND, WE, Lennar Homes LLC as Principal, and United States Fire Insurance Company, as Surety, are bound to Hernando County, Florida, a political subdivision of the State of Florida, hereinafter "County," in the sum of Three Million Seven Hundred Fifty Seven Thousand Two Hundred Four and 97/100 Dollars (\$ \$3,757,204.97-----) 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 Verano Phase 1 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 install 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 in all respects comply with the terms and conditions of the approval of said plat, specifically including, but not limited to, the completion of all required, approved, or dedicated roads, drainage, sewer and water improvements, and/or other improvements which were installed in connection with the Project pursuant to the approved plans and specifications heretofore filed with or approved by the County, and in accordance with the ordinances and regulations of the County; and
- (b) Shall complete all improvements within one (1) year after the final plat has received approval from the County through its Board of County Commissioners, unless a longer time for completion shall be allowed by said Board; and
- (c) 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; and
- (d) Shall submit an appropriate maintenance guarantee as required by the County's Land Development Regulations; and
- (e) County approval of subsections (a), (b), (c) and (d) shall be required before this Bond may be cancelled or released. Principal shall notify County thirty (30) days before cancellation and release.

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 complete the improvements in connection with the project within one (1) year after final plat approval by the Board of County Commissioners, 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, Lennar Homes 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 27th day of September, 2022.

Lennar Homes LLC, a Florida limited liability company  
PRINCIPAL

Kristen Joseph  
Witness  
Print Name: Kristen Joseph

By: [Signature]  
Name: Steve Smith  
Title: Vice President

United States Fire Insurance Company  
Surety

Sokha Evans  
Witness  
Print Name: Sokha Evans

By: [Signature]  
Name: My Hua  
Title: Attorney-in-Fact

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

36792

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Tenzer V. Cunningham, Joaquin Perez, Martha Gonzales, Regina Rangel, Mechelle Larkin, Kathy R. Mair, My Hua,  
Jeffrey Strassner, Brenda Wong

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation 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 Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

**UNITED STATES FIRE INSURANCE COMPANY**

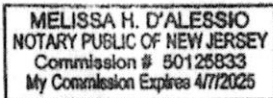


*Matthew E. Lubin*

Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



*Melissa H. D'Alessio*

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27th day of September 20 22

**UNITED STATES FIRE INSURANCE COMPANY**



*Michael C. Fay*

Michael C. Fay, Senior Vice President