



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO  
DATE: 07/27/2023 03:32:27 PM  
FILE #: 2023095875 OR BK 8108 PGS 1282-1293  
REC FEES: \$103.50 INDEX FEES: \$0.00  
DDS: \$0 MDS: \$0 INT: \$0

**MARION COUNTY  
SUBDIVISION IMPROVEMENT AGREEMENT  
WITH SURETY BOND**

**THIS AGREEMENT** made and entered into this 20 day of June, 2023, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25<sup>th</sup> Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and SURETY.

**W I T N E S S E T H:**

**WHEREAS**, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Armstrong Land, LLC, a Florida Limited Liability Company

Developer's Address: 9440 Philips Highway, Suite 7, Jacksonville, FL 32256

Project Engineer: Tillman Associates Engineering

Engineer's Estimate of Costs of Improvements: \$3,508,115

Developer's Estimate of Time to Complete All Improvements: 3/30/2025

Subdivision Name: Oak Hammock Preserve

Plat Book: Page(s):

Surety: Fidelity and Deposit Company of Maryland

Surety's Address: 1299 Zurich Way, 5<sup>th</sup> Floor Schaumburg, IL 60196-1056

**WHEREAS**, it is mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

**WHEREAS**, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by the Land Development Code of Marion County, Florida, as provided herein, and described in the Project Engineer's estimate of the cost of these improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof), and

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations for the construction of subdivision improvements under this Agreement by arranging and agreeing with SURETY for the issuance of a surety bond as a performance guarantee to assure construction of all subdivision improvements.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY-approved subdivision improvement plans dated August 15, 2022, and on file with the COUNTY Transportation Department, all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of recording of the plat of the Subdivision lands or the date of this agreement, whichever is later. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as *Exhibit A*. A copy of the SURETY's surety bond is attached hereto as *Exhibit B*. The condition of the surety bond is such that if DEVELOPER should fail to satisfactorily complete the Improvements within 365 days of the date of this Agreement, the COUNTY may, upon first giving DEVELOPER 90 days prior written notice and an opportunity to cure, draw upon the surety bond, pursuant to instructions to be given SURETY by COUNTY, and the SURETY shall pay to the COUNTY such funds as are necessary to complete the Improvements based upon the good faith estimate of a Florida licensed general contractor. In the event such funds are not adequate to complete the

work based upon such good faith estimate, the SURETY shall pay the full amount of such funds to COUNTY. In such event, COUNTY will not be responsible to SURETY for repayment of such funds, and the DEVELOPER shall not be relieved of its obligations under this agreement.

4. Upon verification of the completion of construction of all Improvements, the COUNTY Transportation Department shall, within 10 days after verification of completion of the Improvements, forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER's obligation to complete all Improvements. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements and for no other purpose or use.

5. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

6. Liability of SURETY, or its successors, is expressly limited and so long as SURETY, or its successor, accounts for and disburses the surety bond in good faith and in compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

7. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Any termination by the COUNTY of this Agreement shall entitle SURETY to immediately release and cancel the surety bond without further instruction from the COUNTY and /or the DEVELOPER.

8. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this agreement.

9. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of-pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

10. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

11. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.


12. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

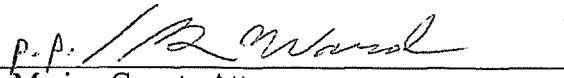
(ATTEST:)

  
\_\_\_\_\_  
Gregory C. Harrell, Clerk

BOARD OF COMMISSIONERS  
MARION COUNTY, FLORIDA

  
\_\_\_\_\_  
Craig Curry, Chairman  
Date: June 20, 2023

Approved as to Form  
and Legal Sufficiency:

  
\_\_\_\_\_  
Marion County Attorney

**SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE**

**ATTEST:**

By: \_\_\_\_\_  
(signature)  
Print name: Christine Braun  
Title: Vice President  
Date: \_\_\_\_\_

**DEVELOPER:**

By: \_\_\_\_\_  
(signature)  
Print name: Russell Smith  
Title: Vice President  
Date: 6/8/2023

STATE OF Florida  
COUNTY OF Duval

Before me by means of ☒ physical presence or ☐ online notarization this 8 day of June, 2023 personally appeared Russell Smith, Vice President, Armstrong Land, LLC of DEVELOPER who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of said DEVELOPER all by and with the authority of the Board of Directors of said DEVELOPER.



BELINDA JEGGIMANN  
Commission # GG 948307  
Expires January 29, 2024  
Bonded Thru Budget Notary Services

\_\_\_\_\_  
Print/Type Name: \_\_\_\_\_  
Notary Public in and for the County and State  
aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

**SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE**

ATTEST: Armstrong Land LLC, a Florida limited liability company

By: *Gina Me Hon*  
(signature)

Print name: Gina Me Hon

Title: Land Purchasing Manager

Date: 4/19/2023

SURETY: Fidelity and Deposit Company of Maryland

By: *My Hua*  
(signature)

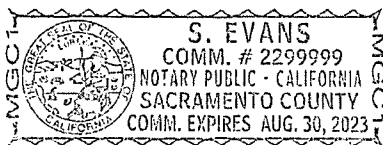
Print name: My Hua

Title: Attorney-in-Fact

Date: April 19, 2023

STATE OF California  
COUNTY OF Orange

Before me by means of ☒ physical presence or ☐ online notarization this 19th day of April, 2023 personally appeared \_\_\_\_\_ of Fidelity and Deposit Company of Maryland who is personally known to me or has produced CA Drivers License (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he/she did so as an officer of Fidelity and Deposit Company of Maryland all by and with the authority of the Board of Directors of said surety.



*S. Evans*  
Print/Type Name: S. Evans  
Notary Public in and for the County and State aforesaid.  
My Commission Expires: August 30, 2023  
Serial No., if any: 2299999

PROJECT		OAK HAMMOCK PRESERVE REMAINING ITEMS				Website: www.tillmaneng.com	
ADDRESS		1720 SE 16TH AVE. BLDG. 100 OCALA, FLORIDA 34471				Email: permits@tillmaneng.com	
Submission						Contact: (352) 387-4540	
Date of plans							
SITE PACKAGE							
<div>Tillman &amp; Associates ENGINEERING, LLC.</div>							
SR #	DESCRIPTION	QTY.	UNIT	LABOR/EQUIP. COST	PERCENT COMP.	TOTAL COST REMAINING	REMAINING SUBTOTALS
General Construction							
1	MOBILIZATION	1	LS	\$ 81,535.00	60%	\$ 32,614	
2	SURVEY & ASBUILTS	1	LS	\$ 87,250.50	60%	\$ 34,900	
3	MAINTENANCE OF TRAFFIC - OFFSITE WATER	1	LS	\$ 9,775.00	0%	\$ 9,775	
4	INLET PROTECTION	32	EA	\$ 191.65	0%	\$ 6,133	
5	GRADING	197363	SY	\$ 0.67	10%	\$ 118,934	
6	GRASSING - POND SLOPES AND BOTTOM	20950	SY	\$ 2.70	0%	\$ 56,617	
7	GRASSING - GREEN AREAS/ROW	10291	SY	\$ 2.70	0%	\$ 27,811	
8	SEED AND MULCH - LOTS/GREEN AREAS	154113	SY	\$ 0.58	0%	\$ 89,386	
9	GEOTECHNICAL TESTING	1	LS	\$ 52,670.00	50%	\$ 26,335	
Sub Total							\$ 402,505
Sewer							
10	4' DIA. STANDARD MANHOLE 0/6'	3	EA	\$ 4,768.27	50%	\$ 7,152	
11	4' DIA. STANDARD MANHOLE 6/8'	7	EA	\$ 5,517.09	50%	\$ 19,310	
12	4' DIA. STANDARD MANHOLE LINED 6/8'	1	EA	\$ 12,264.16	50%	\$ 6,132	
13	4' DIA. STANDARD MANHOLE 8/10'	5	EA	\$ 6,651.54	50%	\$ 16,629	
14	4' DIA. STANDARD MANHOLE 10/12'	1	EA	\$ 7,258.30	45%	\$ 3,992	
15	4' DIA. STANDARD MANHOLE 10/12' LINED	5	EA	\$ 14,697.45	52%	\$ 35,274	
16	8" SDR26 PVC SEWER <10'	1990	LF	\$ 52.25	18%	\$ 85,254	
17	8" SDR26 PVC SEWER >10'	685	LF	\$ 56.24	0%	\$ 38,524	
18	SINGLE SEWER SERVICE	39	EA	\$ 996.55	0%	\$ 38,865	
19	DOUBLE SEWER SERVICE	65	EA	\$ 1,284.33	0%	\$ 83,481	
20	SANITARY TESTING	1	LS	\$ 10,766.88	0%	\$ 10,767	
21	CONSTRUCT LIFT STATION 12/14' (COMPLETE)	1	LS	\$ 380,728.95	6%	\$ 357,885	
Sub Total							\$ 703,266
Landscaping							
22	Code Minimum Landscaping	1	LS	\$ 388,281.30	0%	\$ 388,281	
Sub Total							\$ 388,281
Storm							
23	TYPE C INLET <10'	8	EA	\$ 4,245.18	55%	\$ 15,283	
24	Type V Inlet	16	EA	\$ 7,152.42	57%	\$ 49,209	
25	Type V Inlet w/ J Bottom	7	EA	\$ 13,430.20	54%	\$ 43,245	
26	Type H Inlet	1	EA	\$ 23,695.50	74%	\$ 6,161	
27	Storm Manholes	2	EA	\$ 7,123.49	57%	\$ 6,126	
28	18" HP PIPE	1120	LF	\$ 53.34	84%	\$ 9,558	
29	24" HP PIPE	1240	LF	\$ 75.14	60%	\$ 37,269	
30	30" HP PIPE	280	LF	\$ 108.29	66%	\$ 10,309	
31	36" HP PIPE	1380	LF	\$ 119.30	66%	\$ 55,976	
32	36" MITERED END SECTION	2	EA	\$ 3,354.70	0%	\$ 6,709	
33	REMOVE and REPLACE SIDEWALK	120	SF	\$ 19.55	0%	\$ 2,346	
34	STORM TESTING	1	LS	\$ 9,162.19	0%	\$ 9,162	
Sub Total							\$ 251,354
Water							
35	8" DR18 PVC	3420	LF	\$ 42.63	0%	\$ 145,784	
36	12" DR18 PVC - Off Site Water	1680	LF	\$ 74.60	0%	\$ 125,330	
37	8" GATE VALVE & BOX	10	EA	\$ 3,206.04	0%	\$ 32,060	
38	12" GATE VALVE & BOX - Off Site Water	3	EA	\$ 5,421.45	0%	\$ 16,264	
39	2" BLOW OFF ASSEMBLY	3	EA	\$ 1,357.73	0%	\$ 4,073	
40	FIRE HYDRANT ASSEMBLY	7	EA	\$ 7,096.97	0%	\$ 49,679	
41	SHORT SINGLE WATER MAIN SERVICE	10	EA	\$ 846.37	0%	\$ 8,464	
42	SHORT DOUBLE WATER MAIN SERVICE	51	EA	\$ 1,580.46	0%	\$ 80,603	
43	LONG SINGLE WATER MAIN SERVICE	4	EA	\$ 1,385.12	0%	\$ 5,540	
44	LONG DOUBLE WATER MAIN SERVICE	30	EA	\$ 2,411.48	0%	\$ 72,344	
45	MISC. WATER MAIN FITTINGS	1	LS	\$ 29,781.61	0%	\$ 29,782	
46	Open Cut and Repairs- Off Site Water	6	EA	\$ 4,025.00	0%	\$ 24,150	
47	Clearing and Demo - Off Site Water	1	LS	\$ 12,650.00	0%	\$ 12,650	
48	Air Release Valve - Off Site Water - Not shown but needed	1	EA	\$ 7,046.63	0%	\$ 7,047	
49	Grading and Sodding - Off Site Water	3450	SY	\$ 4.03	0%	\$ 13,886	


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Seal of the State of Florida  
Professional Engineer  
No. 12345  
Exp. 12/31/2024

PROJECT		OAK HAMMOCK PRESERVE REMAINING ITEMS				Website: <a href="http://www.tillmaneng.com">www.tillmaneng.com</a>	
ADDRESS		1720 SE 16TH AVE, BLDG. 100 OCALA, FLORIDA 34471				Email: <a href="mailto:permits@tillmaneng.com">permits@tillmaneng.com</a>	
Submission						Contact: (352) 387-4540	
Date of plans							
SITE PACKAGE							
SR #	DESCRIPTION	QTY	UNIT	LABOR/EQUIP. COST	PERCENT COMP.	TOTAL COST REMAINING	REMAINING SUBTOTALS
50	WATER MAIN TESTING	1	LS	\$ 11,431.00	0%	\$ 11,431	
	Sub Total						\$ 639,089
<b>Force Main</b>							
51	4" DR18 PVC FORCE MAIN	1760	LF	\$ 17.44	0%	\$ 30,686	
52	4" PLUG VALVE & BOX	2	EA	\$ 2,174.02	0%	\$ 4,348	
53	4" AIR RELEASE VALVE	1	EA	\$ 9,755.01	0%	\$ 9,755	
54	MISC. FORCE MAIN FITTINGS	1	LS	\$ 11,246.13	0%	\$ 11,246	
55	FORCE MAIN TESTING	1	LS	\$ 6,284.52	0%	\$ 6,285	
	Sub Total						\$ 62,320
<b>Sitework/Paving &amp; Misc.</b>							
56	1.5" TYPE SP-9.5 ASPHALT (1 LIFT)	7560	SY	\$ 15.53	0%	\$ 117,369	
57	8" LIMEROCK BASE	7560	SY	\$ 14.14	0%	\$ 106,865	
58	12" STABILIZED SUBGRADE LBR 40	9300	SY	\$ 7.25	48%	\$ 35,059	
59	Type B Curb	6750	LF	\$ 19.67	0%	\$ 132,771	
60	Type F Curb - @ Entrances	286	LF	\$ 26.50	0%	\$ 7,579	
61	4" THICK CONCRETE SIDEWALK per marked up drawing	1165	SY	\$ 54.52	0%	\$ 63,516	
62	Handicap Ramps	8	EA	\$ 747.50	0%	\$ 5,980	
63	STRIPING & SIGNAGE	1	LS	\$ 7,475.00	0%	\$ 7,475	
	Sub Total						\$ 476,614
<b>TOTAL</b>						\$ 2,923,429	\$ 2,923,429
<b>O&amp;P</b>						20.00%	\$ 584,686
<b>SITE PACKAGE</b>							\$ 3,508,115
Exclusions: Permits, Rock Removal, Remove and Replace Unsuitables, Traffic Control, Fencing, Electrical Conduit, Telephone, Cable.							

2023.04.06

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This form has been digitally signed and sealed by Timothy C. Brunker Jr. on the date indicated on the seal. Printed copies of this document are not considered signed and authorized the signatory and be verified on any electronic signature.



## **EXHIBIT B**

Surety Bond

BOND NO.: 9426173

### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Armstrong Land LLC, as  
Principal and Fidelity and Deposit Company of Maryland, a  
corporation licensed to transact surety business in the State of Florida, as Surety,  
are held and firmly bound unto the Marion County, as  
obligee, in the penal sum of Three Million Five Hundred Eight Thousand One Hundred Fifteen & 00/100  
(\$3,508,115.00), for the payment of which sum well and truly to made, we  
bind ourselves, our heirs, executors, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas said Principal, the owner of a  
tract of land representing a subdivision entitled Oak Hammock Preserve,  
and

WHEREAS, the map of said tract on which Principal desires to construct

Site development

hereinafter referred to as improvements, and petition the obligee to accept the improvements, and

WHEREAS, said obligee requires a bond conditioned for the improvements of said tract, and

WHEREAS, the Principal proposes at its own cost and expense to improve said tract within the limits of  
said subdivision.

NOW, THEREFORE, if the said Principal shall well and truly cause said improvements, as herein before  
specified, within the limits of said subdivision to be improved, then this obligation shall cease and be void,  
otherwise it shall remain in full force and effect, and the Surety on this bond binds itself to said Obligee, to  
the amount on the herein above stated penal sum, that said improvements shall be completed in accordance  
with the agreement between Principal and Obligee.

IN WITNESS WHEREOF, said Principal has hereunto set its hands and seals, and said Surety has caused  
these presents to be executed by its officers thereunto authorized this 19th day of April,  
2023.



By: [Signature]  
Armstrong Land LLC, a Florida limited liability company  
(Name & Title)  
Fidelity and Deposit Company of Maryland

By: [Signature]  
My Hua, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Mechelle LARKIN, Kathy R. MAIR and My HUA, all of Irvine, California** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**  
Vice President

By: **Dawn E. Brown**

Secretary

**State of Maryland  
County of Baltimore**

On this 17th day of December, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 19th day of April, 2023.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577