

**MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH SURETY BOND
(ENTITY)**

THIS AGREEMENT made and entered into this ____ day of _____, 202__, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER.

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:	R.L.R. Investments, LLC, an Ohio limited liability company
Developer's Address:	600 Gillam RD – Attn: Legal Department
	Wilmington, OH 45177
Project Engineer:	Tillman & Associates Engineering, LLC
Engineer's Estimate of Costs of Improvements	\$5,645,034.94
(totaling 120% of the outstanding improvements):	
Developer's Estimate of Time to Complete All Improvements	24 months
(not to exceed 2 years from date of this Agreement):	
Subdivision Name:	Debonair Estates Phases 1 and 2
Phase:	1 and 2
Plat Book	Page(s)
Surety:	Federal Insurance Company
Surety's Address:	202B Halls Mill Road, PO Box 1650
	Whitehouse Station, NJ 08889-1650

WHEREAS, it is necessary in the public interest that subdivision improvements required by COUNTY be constructed in accordance with specifications hereinafter set forth, it is therefore 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 Article 2, Division 18, Sec. 2.18.4 of the Land Development Code (LDC) of Marion County, Florida, as provided herein, and as described in the COUNTY approved Project Engineer's Estimate of Costs of Improvements as set forth above (a copy of which is attached hereto as *Exhibit A*, and by this reference made a part hereof).

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

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 October 15, 2024, and on file with the COUNTY Office of the County Engineer (File #29490), all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs, landscaping/buffering and irrigation associated therewith 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 approval of the subdivision improvement plans. 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 (the "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 as provided in this Agreement, the COUNTY may, upon first giving DEVELOPER

timely 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 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. COUNTY may also draw upon the Surety Bond upon receiving notification from SURETY that SURETY elects not to extend the expiration date of the Surety Bond if DEVELOPER has not provided a replacement Surety Bond satisfactory to COUNTY. 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.

4. Within ten (10) days after verification of the completion of construction of the Improvements, the COUNTY Office of the County Engineer shall forward written instructions to DEVELOPER and SURETY authorizing to release and cancel the Surety Bond and/or shall deliver the original Surety Bond to SURETY, whichever the SURETY shall request; if SURETY makes no request, COUNTY shall deliver the original Surety Bond to SURETY. 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 the Amenities and Improvements. In the event of any conflict between the terms of the Surety Bond and this Agreement, the terms of this Agreement shall control insofar as the obligations of COUNTY and DEVELOPER are concerned; SURETY'S sole liability arises under the Surety Bond, however. 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.

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. After DEVELOPER has completed some of the Improvements, DEVELOPER may request COUNTY to reduce the amount of the Surety Bond by providing to COUNTY a new Engineer's Estimate of Cost of Improvements for the cost to complete the remaining Improvements. Partial releases of the aggregate face value of this Surety Bond will only be permitted, at the sole and absolute discretion of COUNTY, when accompanied by written approval from the COUNTY verifying completion of a portion of the Landscaping/ Buffering. The effect of partial releases will be to reduce the face value of the Surety Bond. No other terms will be affected or altered. If the COUNTY Administrator or its designee approves the new Engineer's Estimate of Cost of Improvements for the Improvements, COUNTY shall release the original Surety Bond simultaneously with DEVELOPER's delivery of a new Surety Bond in the amount of the new Engineer's Estimate of Cost for the Improvements. No changes in the terms, conditions or other details of the Surety Bond are permitted except a reduction in amount. All provisions of this Agreement applicable to the original Surety Bond shall apply to the new Surety Bond. No formal amendment to this Agreement, or County Commission approval, is required to reduce the Surety Bond under this paragraph. DEVELOPER may request no more than two reductions in the Surety Bond pursuant to this paragraph 11.

12. 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.

13. 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.

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SIGNATURES START ON NEXT PAGE**

ATTEST:

**MARION COUNTY, FLORIDA, a
political subdivision of the State of Florida,
by its Board of County Commissioners**

Gregory C. Harrell, Clerk of Court and
Comptroller

Kathy Bryant, Chair

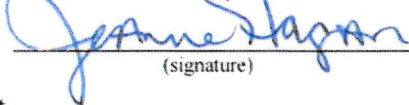
Date: _____

For use and reliance of Marion County only,
approved as to form and legal sufficiency:

_____
Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

ATTEST:

By: 
(signature)

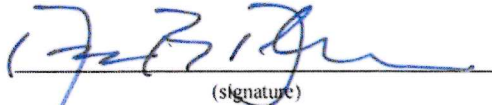
Print name: Jeanne Hagan

Title: Paralegal

Date: 5-15-25

DEVELOPER:

R.L.R. Investments, LLC, an Ohio limited liability company

By: 
(signature)

Print name: Donald DeLuca

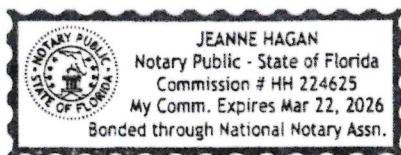
Title: Vice President and General Counsel

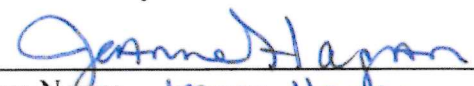
Date: 5-15-25

STATE OF Florida
COUNTY OF marion

Before me by means of ☒ physical presence or ☐ online notarization this 15th day of May, 2025 personally appeared Donald DeLuca as Vice President and General Counsel of R.L.R. Investments, LLC, an Ohio limited liability company, 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 did so as an _____ of said DEVELOPER all by and with the authority of said DEVELOPER.

Vice President and General Counsel




Print/Type Name: Jeanne Hagan

Notary Public in and for the County and State aforesaid. Jeanne Hagan

My Commission Expires: MARCH 22, 2026

Serial No., if any: 14 14224625

EXHIBIT A
ENGINEER'S ESTIMATE OF COSTS OF IMPROVEMENTS

See attached

19.54.1 IMPROVEMENT ESTIMATE Phases 1 & 2 - COST ESTIMATE OF REMAINING ITEMS


ADDRESS: MARION COUNTY, FLORIDA

Submission
Date of plans
Total Cost Estimate \$5,645,834.94
Jet Count & Per Jet Cost N/A
Average & Per Ac Cost N/A
LF of Roadway & Per LF Cost N/A

Tillman & Associates
ENGINEERING, LLC

Website: www.tillmaneng.com
Email: permits@tillmaneng.com
Contact: (852) 397-4540

NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	TOTAL	PERCENT
GENERAL CONSTRUCTION							
1	Mobilization	1	ON	EA	\$ 5,975.00	\$ -	
2	General Conditions	1	50%	LS	\$ 10,075.00	\$ 5,037.50	
3	Survey - Certified As-Built	1	100%	LS	\$ 14,950.00	\$ 14,950.00	
4	Survey - Construction Layout	1	25%	LS	\$ 52,950.00	\$ 13,237.50	
5	Survey - Const. Layout (Yard Drains)	1	0%	LS	\$ 4,375.00	\$ -	
6	Maintenance of Traffic	1	50%	LS	\$ 10,000.00	\$ 5,000.00	
7	Permit - Right of Way	1	100%	EA	\$ 125.00	\$ 125.00	
8	Excavation - Remove Unusable Material	46704	70%	CY	\$ 3.00	\$ 98,073.40	
9	Asphalt Pavement Removal and Replacement	90	100%	CY	\$ 55.00	\$ 4,950.00	
10	Limerock Base - 8"	45	100%	SV	\$ 20.00	\$ 900.00	
11	Sub-Grade Compacted - 16"	45	100%	SV	\$ 7.00	\$ 315.00	
12	Inlet Protection	28	60%	EA	\$ 120.00	\$ 6,336.00	
	Sub Total					\$82,754.40	
EARTHWORK							
13	Final Grade	1	100%	LS	\$ 400,000.00	\$ 400,000.00	
14	Grassing-Pond Slopes	1	100%	LS	\$ 425,000.00	\$ 425,000.00	
15	Seed - ROW	36234	100%	SV	\$ 0.50	\$ 17,617.00	
	Sub Total					\$82,617.00	
ASPHALT R.O.W.							
16	3.0" SP-12.5 Asphalt	22000	100%	SV	\$ 34.50	\$ 759,000.00	
17	8" Limerock Base	22000	100%	SV	\$ 10.50	\$ 231,000.00	
18	Sub-Grade Compacted - 16"	22000	0%	SV	\$ 7.00	\$ -	
19	Miami Curb	35750	100%	LF	\$ 17.00	\$ 607,750.00	
20	Signage & Striping	1	100%	LS	\$ 10,000.00	\$ 10,000.00	
	Sub Total					\$1,307,750.00	
RELEASE							
21	6" PVC Reuse Main - DR18	3740	0%	LF	\$ 26.00	\$ -	
22	8" PVC Reuse Main - DR18	4200	0%	LF	\$ 35.00	\$ -	
23	6" M.J.D.I. Sleeve	1	0%	EA	\$ 520.00	\$ -	
24	8" x 13.25" M.J.D.I. Bend	4	0%	EA	\$ 425.00	\$ -	
25	6" x 22.5" M.J.D.I. Bend	2	0%	EA	\$ 420.00	\$ -	
26	6" x 48" M.J.D.I. Bend	12	0%	EA	\$ 430.00	\$ -	
27	6" x 90" M.J.D.I. Bend	0	0%	EA	\$ 460.00	\$ -	
28	6" x 2" M.J.D.I. Tapped Cap	4	0%	EA	\$ 280.00	\$ -	
29	8" x 6" x 6" M.J.D.I. Tee	1	0%	EA	\$ 675.00	\$ -	
30	8" x 8" x 6" M.J.D.I. Tee	2	0%	EA	\$ 780.00	\$ -	
31	8" x 8" x 8" M.J.D.I. Tee	2	0%	EA	\$ 855.00	\$ -	
32	8" x 48" M.J.D.I. Bend	22	0%	EA	\$ 540.00	\$ -	
33	8" x 13.25" M.J.D.I. Bend	3	0%	EA	\$ 620.00	\$ -	
34	8" x 2" M.J.D.I. Tapped Cap	1	0%	EA	\$ 345.00	\$ -	
35	8" x 6" M.J.D.I. Reducer	1	0%	EA	\$ 475.00	\$ -	
36	6" Gate Valve and Valve Box	7	0%	EA	\$ 1,550.00	\$ -	
37	8" Gate Valve and Valve Box	4	0%	EA	\$ 2,235.00	\$ -	
38	6" Pipe Joint Restraint	42	0%	EA	\$ 115.00	\$ -	
39	8" Pipe Joint Restraint	43	0%	EA	\$ 270.00	\$ -	
40	Temporary Blow Off Assembly - 6" Main	4	100%	EA	\$ 925.00	\$ 3,700.00	
41	Temporary Blow Off Assembly - 8" Main	1	100%	EA	\$ 950.00	\$ 950.00	
42	Hydrostatic Pressure Testing	1	100%	LS	\$ 4,450.00	\$ 4,450.00	
43	1" PE Tubing Service Line	3740	0%	LF	\$ 9.00	\$ -	
44	1" Single Irrigation Service	79	100%	EA	\$ 565.00	\$ 44,635.00	
45	2" PVC Sleeve - Irrigation Service	3540	0%	LF	\$ 6.00	\$ -	
46	Air Release Valve Assembly - Offset from Main	8	100%	EA	\$ 9,525.00	\$ 74,800.00	
	Sub Total					\$128,395.00	
REUSE OFFSITE							
47	8" PVC Water Main - DR18	30	75%	LF	\$ 44.00	\$ 2,640.00	
48	8" M.J.D.I. Sleeve	2	100%	EA	\$ 890.00	\$ 1,780.00	
49	8" x 48" M.J.D.I. Bend	3	100%	EA	\$ 570.00	\$ 1,710.00	
50	8" x 8" x 8" M.J.D.I. Tee	1	100%	EA	\$ 950.00	\$ 950.00	
51	Air Release Valve Assembly - Offset from Main	1	100%	EA	\$ 9,325.00	\$ 9,325.00	
52	30" Directional Bore - HDPE	3080	100%	LF	\$ 185.00	\$ 569,800.00	
53	Connect New 8" Main to Existing 8" Main	1	100%	EA	\$ 1,075.00	\$ 1,075.00	
54	Hydrostatic Pressure Testing	1	100%	LS	\$ 575.00	\$ 575.00	
	Sub Total					\$798,495.00	

INVEST DERRONH ESTATES PHASES 1 & 2 - COST ESTIMATE OF REMAINING ITEMS									
ADDRESS: MARION COUNTY, FLORIDA									
Submittal Date: _____									
Date of Plans: _____									
Total Cost Estimate: \$5,645,034.94									
Net Count & Per Lot Cost: N/A									
Average & Per Ac Cost: N/A									
If of Roadway & Per LF Cost: N/A									
<div>  </div>									
<div> Website: www.tillmaneng.com Email: info@tillmaneng.com Contact: (852) 887-4548 </div>									
NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PER LOT	PER AC	PER LF	PER YD
55	Type C Inlet, Std Bot (0'-6")	30	20%	EA	\$ 3,375.00	\$	6,350.00		
56	Type C Inlet, Std Bot (6'-8")	5	0%	EA	\$ 1,200.00	\$	-		
57	Type C Inlet, Std Bot (8'-10")	3	0%	EA	\$ 4,225.00	\$	-		
58	Type C Inlet, Std Bot (10'-12")	1	100%	EA	\$ 4,300.00	\$	4,300.00		
59	Type C Inlet, P Bot 4' Dia (0'-6")	4	0%	EA	\$ 3,600.00	\$	-		
60	Type C Inlet, P Bot 4' Dia (6'-8")	0	0%	EA	\$ 3,650.00	\$	-		
61	Type C Inlet, P Bot 4' Dia (8'-10")	1	0%	EA	\$ 3,825.00	\$	-		
62	Type C Inlet, J Bot 5' Dia (0'-6")	2	0%	EA	\$ 6,325.00	\$	-		
63	Type C Inlet, J Bot 5' Dia (6'-8")	2	0%	EA	\$ 6,425.00	\$	-		
64	Type C Inlet, J Bot 5' Dia (8'-10")	3	0%	EA	\$ 6,050.00	\$	-		
65	Type C Inlet, J Bot 7' Dia (8'-10")	1	0%	EA	\$ 10,125.00	\$	-		
66	Type E Inlet, Std Bot (0'-6")	55	100%	EA	\$ 1,300.00	\$	60,500.00		
67	Type E Inlet, J Bot (6'-8")	1	100%	EA	\$ 4,175.00	\$	4,175.00		
68	Type H Inlet, J Bot 4' Dia (6'-8")	1	0%	EA	\$ 5,575.00	\$	-		
69	Type C Curb Inlet, P Bot 4' Dia (0'-6")	2	0%	EA	\$ 5,575.00	\$	-		
70	Type C Curb Inlet, P Bot 4' Dia (6'-8")	28	0%	EA	\$ 5,000.00	\$	-		
71	Type C Curb Inlet, P Bot 4' Dia (8'-10")	20	0%	EA	\$ 5,050.00	\$	-		
72	Type C Curb Inlet, J Bot 5' Dia (0'-6")	2	0%	EA	\$ 5,225.00	\$	-		
73	Type C Curb Inlet, J Bot 5' Dia (6'-8")	1	0%	EA	\$ 6,450.00	\$	-		
74	Type C Curb Inlet, J Bot 5' Dia (8'-10")	4	0%	EA	\$ 6,625.00	\$	-		
75	Type C Curb Inlet, J Bot 6' Dia (6'-8")	2	0%	EA	\$ 5,525.00	\$	-		
76	Type C Curb Inlet, J Bot 6' Dia (8'-10")	2	0%	EA	\$ 5,700.00	\$	-		
77	Type C Curb Inlet, J Bot 7' Dia (6'-8")	3	0%	EA	\$ 11,350.00	\$	-		
78	Type C Curb Inlet, J Bot 7' Dia (8'-10")	1	0%	EA	\$ 11,675.00	\$	-		
79	Storm Manhole, P Bot 4' Dia (0'-6")	1	0%	EA	\$ 3,575.00	\$	-		
80	Storm Manhole, P Bot 4' Dia (6'-8")	2	0%	EA	\$ 3,625.00	\$	-		
81	Storm Manhole, P Bot 4' Dia (8'-10")	1	0%	EA	\$ 3,800.00	\$	-		
82	Storm Manhole, J Bot 5' Dia (8'-10")	0	0%	EA	\$ 5,450.00	\$	-		
83	Storm Manhole, J Bot 6' Dia (6'-8")	1	0%	EA	\$ 6,425.00	\$	-		
84	Storm Manhole, J Bot 6' Dia (8'-10")	1	0%	EA	\$ 7,275.00	\$	-		
85	Storm Manhole, J Bot 7' Dia (8'-10")	1	0%	EA	\$ 10,975.00	\$	-		
86	18" RCP Pipe	2898	13%	LF	\$ 57.00	\$	13,611.44		
87	24" RCP Pipe	54	0%	LF	\$ 75.00	\$	-		
88	30" RCP Pipe	230	0%	LF	\$ 95.00	\$	-		
89	36" RCP Pipe	68	0%	LF	\$ 219.00	\$	-		
90	42" RCP Pipe	282	0%	LF	\$ 345.00	\$	-		
91	48" RCP Pipe	432	0%	LF	\$ 174.00	\$	-		
92	54" RCP Pipe	250	0%	LF	\$ 310.00	\$	-		
93	60" RCP Pipe	304	0%	LF	\$ 359.00	\$	-		
94	18" HP Pipe	4940	0%	LF	\$ 49.00	\$	-		
95	24" HP Pipe	2000	4%	LF	\$ 72.00	\$	5,760.00		
96	30" HP Pipe	580	0%	LF	\$ 202.00	\$	-		
97	36" HP Pipe	2230	0%	LF	\$ 213.00	\$	-		
98	42" HP Pipe	220	0%	LF	\$ 242.00	\$	-		
99	18" MES, RCP, Std 272	4	50%	EA	\$ 1,675.00	\$	3,350.00		
100	24" MES, RCP, Std 272	1	100%	EA	\$ 2,050.00	\$	2,050.00		
101	30" MES, RCP, Std 272	2	50%	EA	\$ 2,675.00	\$	2,675.00		
102	42" MES, RCP, Std 272	1	0%	EA	\$ 1,800.00	\$	-		
103	48" MES, RCP, Std 272	1	0%	EA	\$ 4,200.00	\$	-		
104	60" MES, RCP, Std 272	1	0%	EA	\$ 6,400.00	\$	-		
105	Adjust Manhole Rim Elevation - Existing	1	100%	EA	\$ 700.00	\$	700.00		
106	Concrete Splash Pad	30	40%	EA	\$ 1,270.00	\$	5,080.00		
107	4" PVC Part Underdrain Pipe, Std 285, Type II	2400	41%	EA	\$ 38.00	\$	58,290.40		
108	Connect to Existing Structure	25	75%	EA	\$ 300.00	\$	5,700.00		
109	Type E Inlet, Std Bot (0'-6") - (Yard Drains)	1	0%	EA	\$ 3,725.00	\$	-		
110	24" In-Line Yard Drain Inlet (12" Outlet) - (Yard Drains)	31	100%	EA	\$ 2,785.00	\$	86,235.00		
111	12" HP Pipe (Yard Drains)	2000	40%	LF	\$ 36.00	\$	23,800.00		
112	15" HP Pipe (Yard Drains)	940	0%	LF	\$ 42.00	\$	-		
113	18" HP Pipe (Yard Drains)	60	0%	LF	\$ 49.00	\$	-		
114	18" x 12" Insert Tee (Yard Drains)	2	100%	EA	\$ 910.00	\$	910.00		
115	24" x 12" Insert Tee (Yard Drains)	2	0%	EA	\$ 940.00	\$	-		
116	30" x 18" Insert Tee	1	0%	EA	\$ 1,300.00	\$	-		
117	36" x 18" Insert Tee (Yard Drains)	1	0%	EA	\$ 1,640.00	\$	-		
118	12" x 22.5" HDPE Bend (Yard Drains)	5	40%	EA	\$ 405.00	\$	810.00		
119	12" x 90" HDPE Bend (Yard Drains)	12	17%	EA	\$ 315.00	\$	631.26		
120	15" x 22.5" HDPE Bend (Yard Drains)	3	0%	EA	\$ 470.00	\$	-		
121	15" x 45" HDPE Bend (Yard Drains)	3	0%	EA	\$ 535.00	\$	-		
122	15" x 90" HDPE Bend (Yard Drains)	2	0%	EA	\$ 470.00	\$	-		
123	15" x 12" HDPE Reducer (Yard Drains)	5	0%	EA	\$ 620.00	\$	-		
124	12" x 12" x 12" HDPE Tee (Yard Drains)	21	36%	EA	\$ 465.00	\$	1,561.86		
125	15" x 15" x 12" HDPE Tee (Yard Drains)	9	0%	EA	\$ 350.00	\$	-		
126	Connect New 12" to Existing 18" (Yard Drains)	1	100%	EA	\$ 450.00	\$	450.00		
127	Connect New 12" to Existing 24" (Yard Drains)	2	0%	EA	\$ 450.00	\$	-		
128	Connect New 18" to Existing 36" (Yard Drains)	1	0%	EA	\$ 450.00	\$	-		
129	Connect to Existing (12" - 24") (Yard Drains)	3	13%	EA	\$ 880.00	\$	660.00		
130	Connect to Existing (30" - 36") (Yard Drains)	1	100%	EA	\$ 875.00	\$	875.00		
Sub Total							226,394.94		

10-5111 DEBORAH ESTATES PHASES 1 & 2 - COST ESTIMATE OF REMAINING ITEMS

ADDRESS MARION COUNTY, FLORIDA
 Submission
 Date of plans
 Total Cost Estimate \$5,645,094.94
 Lot Count & Per Lot Cost N/A
 Acquire & Per Ac Cost N/A
 If off Roadway & Per LF Cost N/A

Tillman & Associates
 ENGINEERING, LLC.

Website: www.tillmaneng.com
 Email: permits@tillmaneng.com
 Contact: (352) 987-4540

SR #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL UNIT PRICE	TOTAL COST	REMARKS
SEWER							
131	6" PVC Pipe SDR 26	2989	LF	\$ 25.00	\$ 74,725.00	\$ 74,725.00	
132	8" PVC Pipe SDR 26 (8'-6")	2258	LF	\$ 32.00	\$ 72,256.00	\$ 72,256.00	
133	8" PVC Pipe SDR 26 (8'-9")	2636	LF	\$ 34.00	\$ 89,624.00	\$ 89,624.00	
134	8" PVC Pipe SDR 26 (8'-10")	2265	LF	\$ 36.00	\$ 81,540.00	\$ 81,540.00	
135	8" PVC Pipe SDR 26 (10'-12")	691	LF	\$ 38.00	\$ 26,258.00	\$ 26,258.00	
136	8" PVC Pipe SDR 26 (12'-14")	31	LF	\$ 44.00	\$ 1,364.00	\$ 1,364.00	
137	8" PVC Pipe SDR 26 (14'-16")	34	LF	\$ 49.00	\$ 1,666.00	\$ 1,666.00	
138	6" x 6" x 6" PVC Wye	2	EA	\$ 115.00	\$ 230.00	\$ 230.00	
139	8" x 8" x 6" PVC Wye	50	EA	\$ 135.00	\$ 6,750.00	\$ 6,750.00	
140	6" PVC 45° Bend	53	EA	\$ 50.00	\$ 2,650.00	\$ 2,650.00	
141	6" PVC Plug	1	EA	\$ 30.00	\$ 30.00	\$ 30.00	
142	Connect New 6" Main to Existing 8" Main	1	EA	\$ 1,025.00	\$ 1,025.00	\$ 1,025.00	
143	4" Dia. Sanitary Manhole (8'-6")	20	EA	\$ 4,400.00	\$ 88,000.00	\$ 88,000.00	
144	4" Dia. Sanitary Manhole (8'-9")	7	EA	\$ 5,450.00	\$ 38,150.00	\$ 38,150.00	
145	4" Dia. Sanitary Manhole (8'-10")	8	EA	\$ 6,300.00	\$ 50,400.00	\$ 50,400.00	
146	4" Dia. Sanitary Manhole (10'-12")	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	
147	4" Dia. Sanitary Manhole Lined (8'-6")	1	EA	\$ 9,700.00	\$ 9,700.00	\$ 9,700.00	
148	4" Dia. Sanitary Manhole Lined (8'-10")	2	EA	\$ 11,300.00	\$ 22,600.00	\$ 22,600.00	
149	4" Dia. Sanitary Manhole Lined (10'-12")	2	EA	\$ 11,375.00	\$ 22,750.00	\$ 22,750.00	
150	4" Dia. Sanitary Manhole Lined (12'-14")	1	EA	\$ 12,750.00	\$ 12,750.00	\$ 12,750.00	
151	5" Dia. Sanitary Manhole Lined (14'-16")	1	EA	\$ 21,275.00	\$ 21,275.00	\$ 21,275.00	
152	Lined Sewer Riser, King Manholes (5-1, 5-56)	1	EA	\$ 4,690.00	\$ 4,690.00	\$ 4,690.00	
153	Lined Sewer Riser, Wet Well (LS-1, LS-2)	1	EA	\$ 5,115.00	\$ 5,115.00	\$ 5,115.00	
154	Replace R/C w/ Composite Lid	6	EA	\$ 2,295.00	\$ 13,770.00	\$ 13,770.00	
155	6" Cleanout Assembly - Non-Traffic	2	EA	\$ 290.00	\$ 580.00	\$ 580.00	
156	Resurface Existing Manhole Interior, 4" Dia	6	EA	\$ 1,355.00	\$ 8,130.00	\$ 8,130.00	
157	8" Sewer Manhole Drop Connection (8'-10")	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	
158	8" Sewer Manhole Drop Connection (12'-14")	0	EA	\$ 5,500.00	\$ 0.00	\$ 0.00	
159	Re-pour Inverts in Existing Structure	1	EA	\$ 700.00	\$ 700.00	\$ 700.00	
160	Single Sanitary Sewer Service (No Piping)	19	EA	\$ 400.00	\$ 7,600.00	\$ 7,600.00	
161	Double Sanitary Sewer Service (No Piping)	30	EA	\$ 655.00	\$ 19,650.00	\$ 19,650.00	
162	4" PVC Force Main DR 18	3240	LF	\$ 37.00	\$ 120,880.00	\$ 120,880.00	
163	4" M.J.D.I. Sleeve	1	EA	\$ 535.00	\$ 535.00	\$ 535.00	
164	4" x 45" M.J.D.I. Bend - Epoxy	13	EA	\$ 520.00	\$ 6,760.00	\$ 6,760.00	
165	4" Plug Valve Assembly	2	EA	\$ 980.00	\$ 1,960.00	\$ 1,960.00	
166	Concrete Collar - 24" (Valves)	2	EA	\$ 255.00	\$ 510.00	\$ 510.00	
167	Air Release Valve Assembly - Offset from Main	3	EA	\$ 9,325.00	\$ 27,975.00	\$ 27,975.00	
168	4" Pipe Joint Restraint	18	EA	\$ 90.00	\$ 1,620.00	\$ 1,620.00	
169	Lift Station 2 - Complete (Driveway, Fencing, Stone & Water Service)	1	EA	\$ 402,400.00	\$ 402,400.00	\$ 402,400.00	
170	Lift Station 2 - Pumps and Panels (Increase)	1	EA	\$ 25,565.00	\$ 25,565.00	\$ 25,565.00	
171	Lift Station 2 - Odor Control	1	EA	\$ 308,385.00	\$ 308,385.00	\$ 308,385.00	
172	Lift Station 2 - Odor Control (Increase)	1	EA	\$ 10,620.00	\$ 10,620.00	\$ 10,620.00	
173	Low Pressure Test (Gravity)	1	EA	\$ 3,425.00	\$ 3,425.00	\$ 3,425.00	
174	Hydrostatic Pressure Testing (FM)	1	EA	\$ 1,915.00	\$ 1,915.00	\$ 1,915.00	
175	TV Inspection 8" Main	1955	EA	\$ 2.60	\$ 5,083.00	\$ 5,083.00	
Sub Total						621,992.79	
SEWER OFFSITE							
176	Resurface Existing Manhole Interior, 4" Dia	12	EA	\$ 1,355.00	\$ 16,260.00	\$ 16,260.00	
177	6" Directional Bore - HDPE	3680	EA	\$ 200.00	\$ 736,000.00	\$ 736,000.00	
178	4" x 22.5" M.J.D.I. Bend - Epoxy	1	EA	\$ 515.00	\$ 515.00	\$ 515.00	
179	4" x 45" M.J.D.I. Bend - Epoxy	5	EA	\$ 520.00	\$ 2,600.00	\$ 2,600.00	
180	4" Plug Valve Assembly	1	EA	\$ 1,015.00	\$ 1,015.00	\$ 1,015.00	
181	Concrete Collar - 24" (Valves)	1	EA	\$ 255.00	\$ 255.00	\$ 255.00	
182	Air Release Valve Assembly - Offset from Main	1	EA	\$ 9,325.00	\$ 9,325.00	\$ 9,325.00	
183	4" Pipe Joint Restraint	2	EA	\$ 90.00	\$ 180.00	\$ 180.00	
184	Hydrostatic Pressure Testing (FM)	1	EA	\$ 1,915.00	\$ 1,915.00	\$ 1,915.00	
185	Connect 4" Force Main to Existing Manhole	1	EA	\$ 4,025.00	\$ 4,025.00	\$ 4,025.00	
Sub Total						40,220.00	
WATER							
186	1" PE Tubing Service Line	560	LF	\$ 9.00	\$ 5,040.00	\$ 5,040.00	
187	3/4" PE Tubing Service Line	3442	LF	\$ 10.00	\$ 34,420.00	\$ 34,420.00	
188	4" PVC Water Main - DR18	960	LF	\$ 17.00	\$ 16,320.00	\$ 16,320.00	
189	6" PVC Water Main - DR18	740	LF	\$ 28.00	\$ 20,720.00	\$ 20,720.00	
190	8" PVC Water Main - DR18	960	LF	\$ 37.00	\$ 35,520.00	\$ 35,520.00	
191	12" PVC Water Main - DR18	625	LF	\$ 73.00	\$ 45,625.00	\$ 45,625.00	
192	4" M.J.D.I. Sleeve	1	EA	\$ 904.00	\$ 904.00	\$ 904.00	
193	4" x 22.5" M.J.D.I. Bend	1	EA	\$ 335.00	\$ 335.00	\$ 335.00	
194	4" x 45" M.J.D.I. Bend	3	EA	\$ 305.00	\$ 915.00	\$ 915.00	
195	4" x 2" M.J.D.I. Tapped Cap	2	EA	\$ 225.00	\$ 450.00	\$ 450.00	
196	4" x 4" x 4" M.J.D.I. Tee	1	EA	\$ 465.00	\$ 465.00	\$ 465.00	
197	6" x 22.5" M.J.D.I. Bend	3	EA	\$ 420.00	\$ 1,260.00	\$ 1,260.00	
198	6" x 45" M.J.D.I. Bend	3	EA	\$ 430.00	\$ 1,290.00	\$ 1,290.00	
199	6" x 2" M.J.D.I. Tapped Cap	0	EA	\$ 280.00	\$ 0.00	\$ 0.00	
200	6" x 6" x 6" M.J.D.I. Tee	1	EA	\$ 675.00	\$ 675.00	\$ 675.00	
201	8" M.J.D.I. Sleeve	0	EA	\$ 690.00	\$ 0.00	\$ 0.00	
202	8" x 22.5" M.J.D.I. Bend	0	EA	\$ 535.00	\$ 0.00	\$ 0.00	
203	8" x 45" M.J.D.I. Bend	2	EA	\$ 540.00	\$ 1,080.00	\$ 1,080.00	
204	8" x 6" M.J.D.I. Reducer	1	EA	\$ 475.00	\$ 475.00	\$ 475.00	
205	8" x 8" x 8" M.J.D.I. Tee	0	EA	\$ 855.00	\$ 0.00	\$ 0.00	
206	12" M.J.D.I. Sleeve	1	EA	\$ 945.00	\$ 945.00	\$ 945.00	
207	12" x 11.25" M.J.D.I. Bend	3	EA	\$ 870.00	\$ 2,610.00	\$ 2,610.00	
208	12" x 22.5" M.J.D.I. Bend	3	EA	\$ 890.00	\$ 2,670.00	\$ 2,670.00	

ADDRESS MARION COUNTY, FLORIDA

Submission
Date of plans
Total Cost Estimate \$5,645,034.94
Net Cost & Per Lot Cost N/A
Average & Per Ac Cost N/A
If of Roadway & Per LF Cost N/A

Tillman & Associates
ENGINEERING, LLC

Website: www.tillmaneng.com
Email: info@tillmaneng.com
Contact: (952) 987-4540

NO.	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	TOTAL	PER LOT
209	12" x 45" M.J.D.I. Bend	35	EA	\$ 95.00	\$ 3,325.00		
210	12" x 2" M.J.D.I. Tapped Plug	2	EA	\$ 445.00	\$ 890.00		
211	12" x 4" M.J.D.I. Reducer	1	EA	\$ 675.00	\$ 675.00		
212	12" x 8" M.J.D.I. Reducer	2	EA	\$ 725.00	\$ 1,450.00		
213	12" x 12" x 4" M.J.D.I. Tee	1	EA	\$ 895.00	\$ 895.00		
214	12" x 12" x 6" M.J.D.I. Tee	1	EA	\$ 1,315.00	\$ 1,315.00		
215	12" x 12" x 8" M.J.D.I. Tee	0	EA	\$ 1,425.00	\$ -		
216	12" x 12" x 12" M.J.D.I. Tee	5	EA	\$ 1,465.00	\$ 7,325.00		
217	4" Gate Valve and Valve Box	2	EA	\$ 1,420.00	\$ 2,840.00		
218	6" Gate Valve and Valve Box	1	EA	\$ 1,795.00	\$ 1,795.00		
219	8" Gate Valve and Valve Box	1	EA	\$ 2,990.00	\$ 2,990.00		
220	12" Gate Valve and Valve Box	12	EA	\$ 4,385.00	\$ 52,620.00		
221	4" Pipe Joint Restraint	20	EA	\$ 90.00	\$ 1,800.00		
222	6" Pipe Joint Restraint	20	EA	\$ 33.00	\$ 660.00		
223	8" Pipe Joint Restraint	50	EA	\$ 27.00	\$ 1,350.00		
224	12" Pipe Joint Restraint	62	EA	\$ 29.00	\$ 1,798.00		
225	Fire Hydrant Assembly w/ 6" Gate Valve & Box	13	EA	\$ 5,495.00	\$ 71,435.00		
226	6" x 6" x 6" M.J.D.I. Hydrant Tee	1	EA	\$ 790.00	\$ 790.00		
227	8" x 8" x 6" M.J.D.I. Hydrant Tee	2	EA	\$ 740.00	\$ 1,480.00		
228	12" x 12" x 6" M.J.D.I. Hydrant Tee	20	EA	\$ 1,075.00	\$ 21,500.00		
229	2" PVC Sleeve - Water Service	180	LF	\$ 7.25	\$ 1,305.00		
230	4" PVC Sleeve - Water Service	780	LF	\$ 8.50	\$ 6,630.00		
231	3" Single Water Service	11	EA	\$ 375.00	\$ 4,125.00		
232	2" Double Water Service	34	EA	\$ 805.00	\$ 27,370.00		
233	Temporary Blow Off Assembly - 4" Main	2	EA	\$ 905.00	\$ 1,810.00		
234	Temporary Blow Off Assembly - 6" Main	0	EA	\$ 925.00	\$ -		
235	Temporary Blow Off Assembly - 12" Main	2	EA	\$ 995.00	\$ 1,990.00		
236	Bacteriological & Disinfection	1	LS	\$ 4,675.00	\$ 4,675.00		
237	Hydrostatic Pressure Testing	1	LS	\$ 4,925.00	\$ 4,925.00		
238	Temporary Jumper Connection	1	LS	\$ 2,575.00	\$ 2,575.00		
Sub Total						\$60,342.11	
WATER OFFSET							
239	12" PVC Water Main - DR18	40	LF	\$ 82.00	\$ 3,280.00		
240	8" M.J.D.I. Sleeve	2	EA	\$ 890.00	\$ 1,780.00		
241	8" x 8" x 8" M.J.D.I. Tee	1	EA	\$ 990.00	\$ 990.00		
242	12" x 45" M.J.D.I. Bend	4	EA	\$ 975.00	\$ 3,900.00		
243	12" x 90" M.J.D.I. Bend	1	EA	\$ 1,000.00	\$ 1,000.00		
244	12" x 8" M.J.D.I. Reducer	1	EA	\$ 745.00	\$ 745.00		
245	12" Gate Valve and Valve Box	1	EA	\$ 4,095.00	\$ 4,095.00		
246	14" Directional Bore - HDPE	600	LF	\$ 18.50	\$ 11,100.00		
247	Connect New 8" Main to Existing 8" Main	1	EA	\$ 1,825.00	\$ 1,825.00		
248	Bacteriological & Disinfection	1	LS	\$ 850.00	\$ 850.00		
249	Temporary Jumper Connection	1	LS	\$ 575.00	\$ 575.00		
250	Hydrostatic Pressure Testing	1	LS	\$ 2,575.00	\$ 2,575.00		
Sub Total						\$25,925.00	
LANDSCAPE & IRRIGATION							
251	Control Valve	4	EA	\$ 2,311.00	\$ 9,244.00		
252	Control Wire	250	LF	\$ 1.00	\$ 250.00		
253	Main Line	2000	LF	\$ 5.21	\$ 10,420.00		
254	Taps to Irrigation Main	4	EA	\$ 1,828.00	\$ 7,312.00		
255	Valves	48	EA	\$ 242.00	\$ 11,616.00		
256	Secondary Piping	3500	LF	\$ 2.58	\$ 8,970.00		
257	Heads	250	EA	\$ 36.00	\$ 9,000.00		
258	Soaker Piping	4600	LF	\$ 1.00	\$ 4,600.00		
259	Quercus Virginiana - Live Oak	99	EA	\$ 2,238.00	\$ 221,574.00		
260	Lagerstromia - Crape Myrtle	52	EA	\$ 972.00	\$ 50,544.00		
261	Helle R Steven	56	EA	\$ 683.00	\$ 38,248.00		
262	Holly/Magnolia Screening Trees	51	EA	\$ 903.00	\$ 46,053.00		
263	Large Shrubs/Hedges	3457	EA	\$ 74.00	\$ 255,558.00		
264	Medium Shrubs	875	EA	\$ 55.00	\$ 48,125.00		
265	Ground Cover	3520	EA	\$ 27.00	\$ 95,040.00		
266	Mulch	342	SF	\$ 83.00	\$ 28,386.00		
267	Place On Site Boulders	4	EA	\$ 1,613.00	\$ 6,452.00		
268	As-Built	1	LS	\$ 1,613.00	\$ 1,613.00		
Sub Total						\$32,065.00	
ELECTRIC							
269	Primary and Secondary	1	LS	\$ 962,135.00	\$ 962,135.00		
270	Light Pole and Fixture	41	EA	\$ 3,997.00	\$ 163,877.00		
271	Light Pole Concrete Base	41	EA	\$ 2,500.00	\$ 102,500.00		
272	Street Lighting Power	1	LS	\$ 22,800.00	\$ 22,800.00		
Sub Total						\$1,151,312.00	
					TOTAL	\$ 4,794,235.78	\$4,794,235.78
					100% OF COST ESTIMATE	\$ 5,645,034.94	\$5,645,034.94
INCLUSIONS							

SURETY BOND

See attached

P:\JG\RLR\N Golf Residential\Plats\Pl and 2\Bond\Improvement K w Bond JG.docx

Federal Insurance Company

Subdivision Bond

Bond No. **K09029175**

EXHIBIT "B"

KNOW ALL MEN BY THESE PRESENTS that

R.L.R. Investments, LLC**600 Gillam Rd., Wilmington, OH 45177**as Principal,
and FEDERAL INSURANCE COMPANY, an Indiana corporation, as Surety, are held and firmly bound unto**Marion County****601 SE 25th Avenue, Ocala, FL 34471**

as Obligee, in the sum of

Five Million, Six Hundred Forty-Five Thousand Thirty-Four and 94/100 ----- Dollars
(\$**5,645,034.94**), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal and Obligee have entered into a written agreement dated **15th of May, 2025**, relative to installation of improvements and other conditions as indicated on map entitled

Debonair Estates Phases 1 and 2

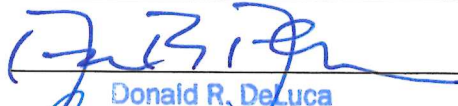
and which agreement is hereby made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform all of the terms, covenants and conditions of said agreement on its part to be performed, then this obligation shall be null and void; otherwise to remain in full force and effect.

No right of action or benefit under the Bond shall accrue to anyone other than the named Obligee.
The aggregate liability of the Surety shall not exceed the amount of the Bond for any cause or reason whatsoever.

Signed, sealed and dated **May 15, 2025.****R.L.R. Investments, LLC**

By


Donald R. DeLuca
Vice President and General Counsel

Federal Insurance Company

By


Susan E. Hurd
Attorney in Fact



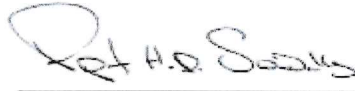
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Sarayu S. Nair of Ann Arbor, Michigan; Jennifer A. Jarosz, Michael Schatz and Kathy S. Zack of Troy, Michigan; Susan E. Hurd of Dublin, Ohio; Vicki S. Duncan, Theresa J. Foley, Nicholas R. Hylant, Kristie A. Pudvan and Judy K. Wilson of Toledo, Ohio

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds on behalf of contractors in connection with bids, proposals or contracts to or with the Department of Transportation or the Central Florida Expressway Authority, State of Florida, and any and all bonds and undertakings, and any and all consents incident hereto, and any and all consents required by the Department of Transportation or the Central Florida Expressway Authority, State of Florida, incident to the release of retained percentages and/or final estimates on engineering and construction contracts.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18th** day of **April 2024**.


Rupert HD Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **18th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

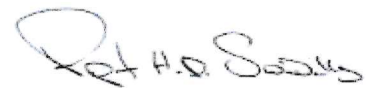
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **May 15, 2025**.




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

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