

MAINTENANCE BOND – SUBDIVISION

Bond No. 0257084

KNOW ALL MEN BY THESE PRESENTS, that we WLW Construction, Inc., 24234 State Road 46, Sorrento, FL 32776 hereinafter referred to as “Principal” and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830, hereinafter referred to as “Surety” are held and firmly bound unto **City of Eustis**, a political subdivision of the State of Florida, hereinafter referred to as “City” in the penal sum of One Hundred Forty-Four Thousand Nine Hundred Eighty-Six & 70/100 Dollars (\$144,986.70) for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements in the subdivision Sorrento Pines – Phase 1B in the City of Eustis.

WHEREAS, the aforementioned improvements were made pursuant to certain plans and specifications on file in the DEPARTMENT OF PUBLIC WORKS OF THE CITY OF EUSTIS, FLORIDA and hereby made a part hereof by reference thereto and,

WHEREAS, Principal is obligated to protect the CITY OR ITS SUCCESSOR IN INTEREST against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of twenty four (24) months from December 31, 2023 ; WHICH IS THE DATE THE CITY OF EUSTIS ACCEPTS THE IMPROVEMENTS AS COMPLETE, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days written notice from the CITY, AUTHORIZED AGENT, OR OFFICER, of the defect with forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, the CITY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and accepting the said improvements shall be right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, repair or replacement of said Improvements to which the Principal and Surety unconditionally agree.

The Principal and Surety, further jointly and severally agree that the CITY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the Principal shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the CITY the total cost thereof, including, but not limited to engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 24th day of October, 2023 .

WLW Construction, Inc.

By: _____

John F. Wagner III
President

(Printed Name and Title)

Attest: (Seal)

By: _____

Surety: Berkley Insurance Company

By: _____

Brett Rosenhaus, Attorney-in-Fact

(Printed Name and Title)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of November, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of November, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of October, 2023.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.