



**MEMORANDUM**

**TO: KINGSPORT REGIONAL PLANNING COMMISSION**

**FROM: LORI PYATTE, PLANNING TECHNICIAN**

**DATE: AUGUST 15, 2024**

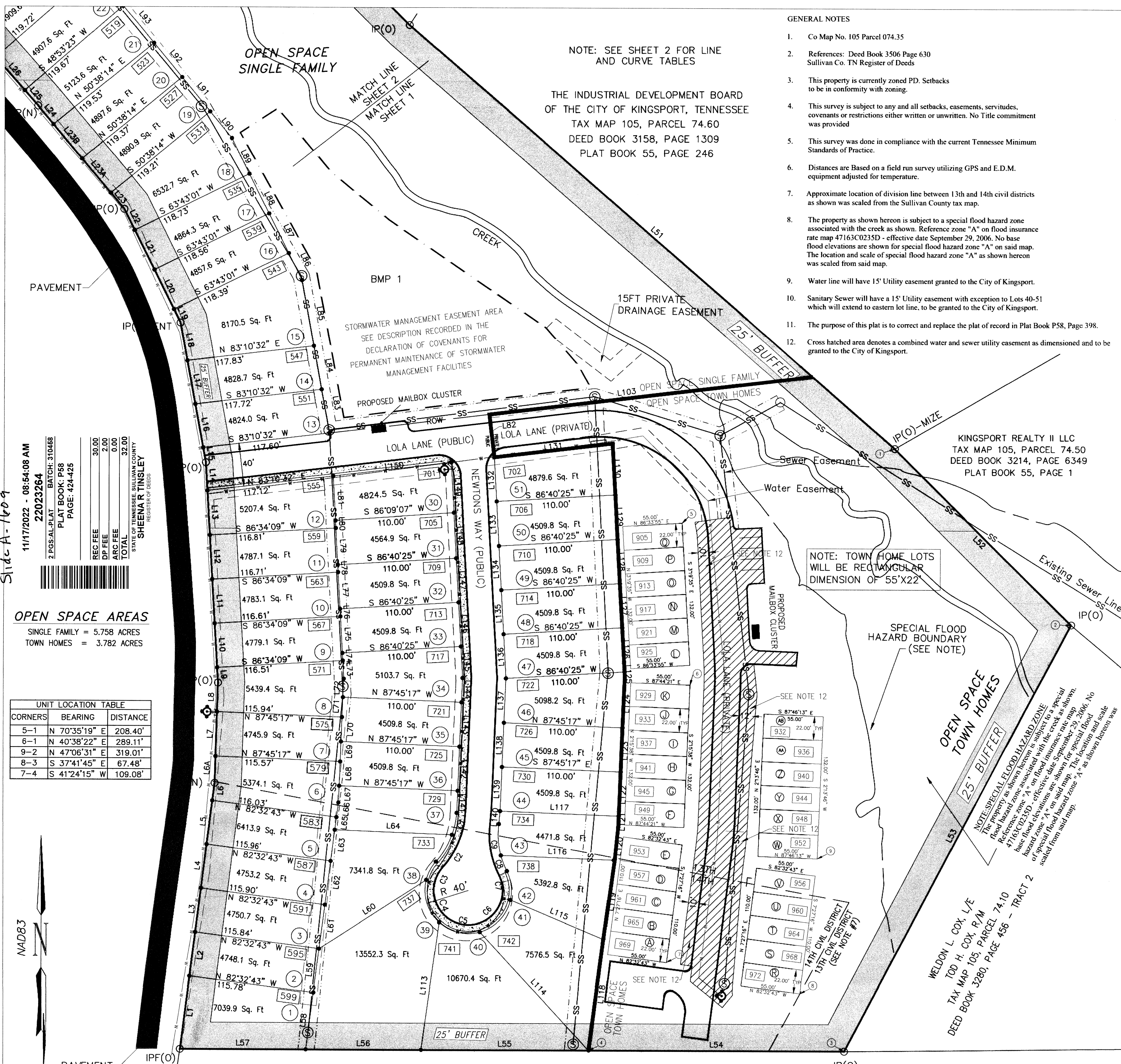
**SUBJECT: PERFORMANCE BOND RELEASE FOR COX VALLEY**

**FILE NUMBER: RESDEV22-0226**

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The City currently holds a Performance Bond for the Cox Valley Development. The performance bond totals \$65,056.41. The final improvements of sidewalk, curb & gutter, and asphalt removal have been completed.

Staff recommends releasing this Performance Bond in the amount of \$65,065.41, as calculated by the City Engineering Division, since all remaining improvements have been made.



**GENERAL NOTES**

- Co Map No. 105 Parcel 074.35
- References: Deed Book 3506 Page 630 Sullivan Co. TN Register of Deeds
- This property is currently zoned PD. Setbacks to be in conformity with zoning.
- This survey is subject to any and all setbacks, easements, servitudes, covenants or restrictions either written or unwritten. No Title commitment was provided.
- This survey was done in compliance with the current Tennessee Minimum Standards of Practice.
- Distances are Based on a field run survey utilizing GPS and E.D.M. equipment adjusted for temperature.
- Approximate location of division line between 13th and 14th civil districts as shown was scaled from the Sullivan County tax map.
- The property as shown hereon is subject to a special flood hazard zone associated with the creek as shown. Reference zone "A" on flood insurance rate map 47163C0235D - effective date September 29, 2006. No base flood elevations are shown for special flood hazard zone "A" on said map. The location and scale of special flood hazard zone "A" as shown hereon was scaled from said map.
- Water line will have 15' Utility easement granted to the City of Kingsport.
- Sanitary Sewer will have a 15' Utility easement with exception to Lots 40-51 which will extend to eastern lot line. to be granted to the City of Kingsport.
- The purpose of this plat is to correct and replace the plat of record in Plat Book P58, Page 398.
- Cross hatched area denotes a combined water and sewer utility easement as dimensioned and to be granted to the City of Kingsport.

NOTE: SEE SHEET 2 FOR LINE AND CURVE TABLES

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF KINGSFORT, TENNESSEE  
TAX MAP 105, PARCEL 74.60  
DEED BOOK 3158, PAGE 1309  
PLAT BOOK 55, PAGE 246

KINGSFORT REALTY II LLC  
TAX MAP 105, PARCEL 74.50  
DEED BOOK 3214, PAGE 6349  
PLAT BOOK 55, PAGE 1

NOTE: TOWN HOME LOTS WILL BE RECTANGULAR DIMENSION OF 55'X22'

SPECIAL FLOOD HAZARD BOUNDARY (SEE NOTE)

OPEN SPACE TOWN HOMES  
25' BUFFER

NOTE: SPECIAL FLOOD HAZARD ZONE  
The property as shown hereon is subject to a special flood hazard zone associated with the creek as shown on flood insurance rate map 47163C0235D - effective date September 29, 2006. No base flood elevations are shown for special flood hazard zone "A" on said map. The location and scale of special flood hazard zone "A" as shown hereon was scaled from said map.

WELDON L. COX, L/E  
TOD H. COX, R/M  
TAX MAP 105, PARCEL 74.10  
DEED BOOK 3280, PAGE 456 - TRACT 2

11/17/2022 - 08:54:08 AM  
22023254  
2 PGS. AL PLAT BATCH: 310488  
PLAT BOOK: P58  
PAGE: 424-425

REG FEE 30.00  
AC FEE 0.00  
TOTAL 32.00

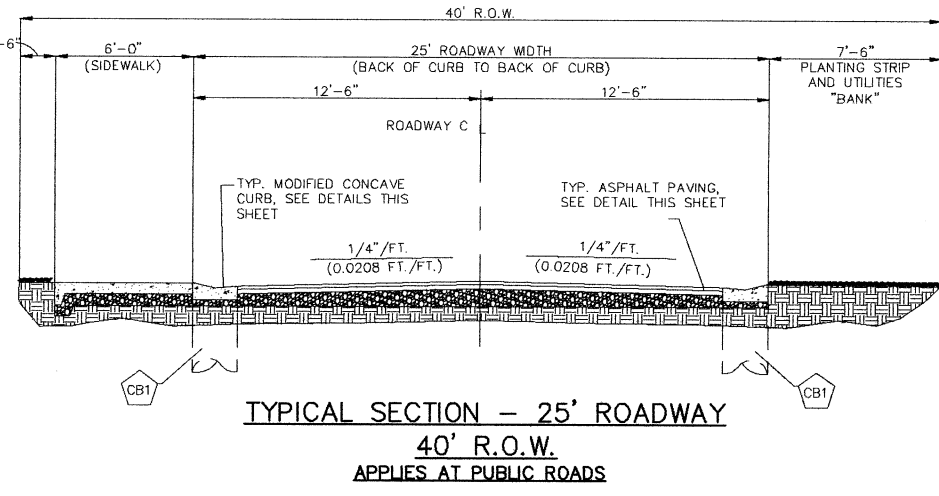
SHEENA R. TINSLEY  
REGISTERED SURVEYOR  
STATE OF TENNESSEE, SULLIVAN COUNTY

**OPEN SPACE AREAS**  
SINGLE FAMILY = 5.758 ACRES  
TOWN HOMES = 3.782 ACRES

CORNERS	BEARING	DISTANCE
5-1	N 70°35'19" E	208.40'
6-1	N 40°38'22" E	289.11'
9-2	N 47°06'31" E	319.01'
8-3	S 37°41'45" E	67.48'
7-4	S 41°24'15" W	109.08'

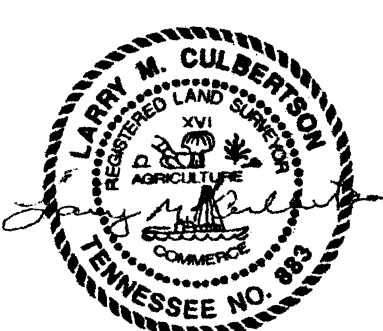
NAD83

WELDON L. COX, L/E  
TOD H. COX, R/M  
TAX MAP 105, PARCEL 74.10  
DEED BOOK 3280, PAGE 456 - TRACT 1



SEE SHEET 2 for Maintenance of common open space.

**Final Plat For Birdwell Place**  
Kingsport, TN  
13th and 14th Civil District, Sullivan Co., TN  
Date: 11-10-22 Scale: 1" = 60'  
By: Larry Culbertson RLS 883  
Culbertson Surveying  
PO Box 190  
Nickelsville VA 24271  
Ph. 276-479-3093



**CERTIFICATION OF OWNERSHIP AND DEDICATION**  
I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED.  
DATE: 11-15-22  
OWNER: [Signature]

**CERTIFICATE OF ACCURACY**  
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSFORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.  
DATE: 11-15-22  
REGISTERED SURVEYOR: [Signature]

**CERTIFICATE OF APPROVAL FOR RECORDING**  
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HERE HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR KINGSFORT, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE NOTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE SULLIVAN COUNTY REGISTER. IF REQUIRED, A SURETY BOND IN THE AMOUNT OF \$25,000 HAS BEEN POSTED WITH THE KINGSFORT REGIONAL PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.  
DATE: 11/16/2022  
SECRETARY: [Signature]

**CERTIFICATION OF THE APPROVAL OF STREETS**  
I HEREBY CERTIFY: (1) THAT STREETS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS; (2) ADEQUATE RIGHTS-OF-WAY DEDICATION UPON AN EXISTING PUBLIC ROAD SHALL SERVE THESE LOTS AS PROPOSED.  
DATE: 11/16/2022  
CITY ENGINEER OR COUNTY ROAD COMMISSIONER: [Signature]

**CERTIFICATION OF THE APPROVAL OF SEWERAGE SYSTEM**  
I HEREBY CERTIFY THAT THE SEWERAGE DISPOSAL SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEETS THE REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION AND IS HEREBY APPROVED AS SHOWN.  
DATE: 11/16/22  
TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION OR KINGSFORT AUTHORIZING AGENT: [Signature]

**CERTIFICATION OF THE APPROVAL STREET LIGHTING SYSTEM**  
I HEREBY CERTIFY THAT THE STREET LIGHT SYSTEM DESIGNED FOR THIS SUBDIVISION COMPLIES WITH THE CITY OF KINGSFORT'S POLICIES ON ROADWAY LIGHTING WITH THE CITY OF KINGSFORT, AND ANY REQUIRED CHARGES FOR THE PURCHASE AND INSTALLATION HAVE BEEN MET.  
DATE: 11.16.2022  
TRAFFIC ENGINEERING MANAGER: [Signature]

**CERTIFICATION OF THE APPROVAL OF STORMWATER SYSTEM**  
I HEREBY CERTIFY (1) THAT CONSTRUCTION PLANS HAVE BEEN APPROVED; (2) STORMWATER SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEET CITY OF KINGSFORT REQUIREMENTS.  
I HEREBY CERTIFY (1) THAT TOTAL CUMULATIVE LAND DISTURBANCE FOR ALL LOTS IS LESS THAN ONE (1) ACRE AS SHOWN; (2) NO PUBLIC STORMWATER IMPROVEMENTS ARE PROPOSED.  
DATE: 11/16/22  
CITY STORMWATER MANAGER: [Signature]

**CERTIFICATION OF APPROVAL OF PUBLIC WATER SYSTEM**  
I HEREBY CERTIFY THAT THE PUBLIC WATER UTILITY SYSTEM INSTALLED OR PROPOSED FOR INSTALLATION FULLY MEET THE REQUIREMENTS OF THE KINGSFORT WATER UTILITY SYSTEM AND IS HEREBY APPROVED AS SHOWN.  
DATE: 11/16/22  
AUTHORIZING AGENT: [Signature]

**CERTIFICATE OF THE APPROVAL FOR 911-ADDRESSING ASSIGNMENT**  
I HEREBY CERTIFY THAT THE ADDRESSES, AS NOTED ON THE FINAL PLAT, ARE APPROVED AS ASSIGNED.  
DATE: November 16, 2022  
CITY GIS DIVISION OR SULLIVAN COUNTY DIRECTOR OF 911 ADDRESSING OR HIS/HER AUTHORIZED REPRESENTATIVE: [Signature]

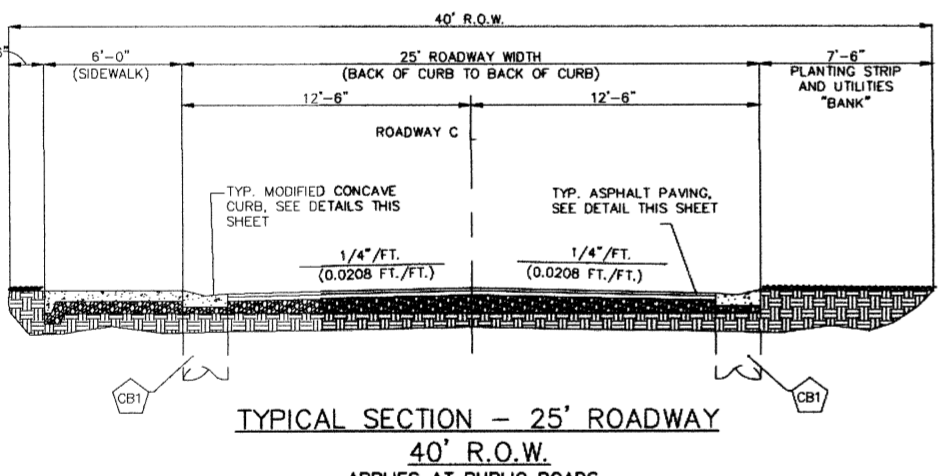
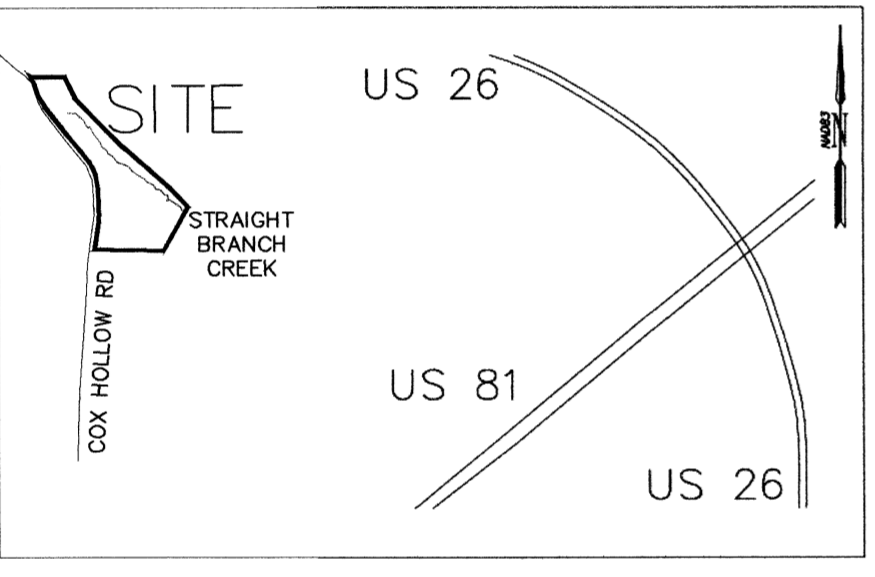
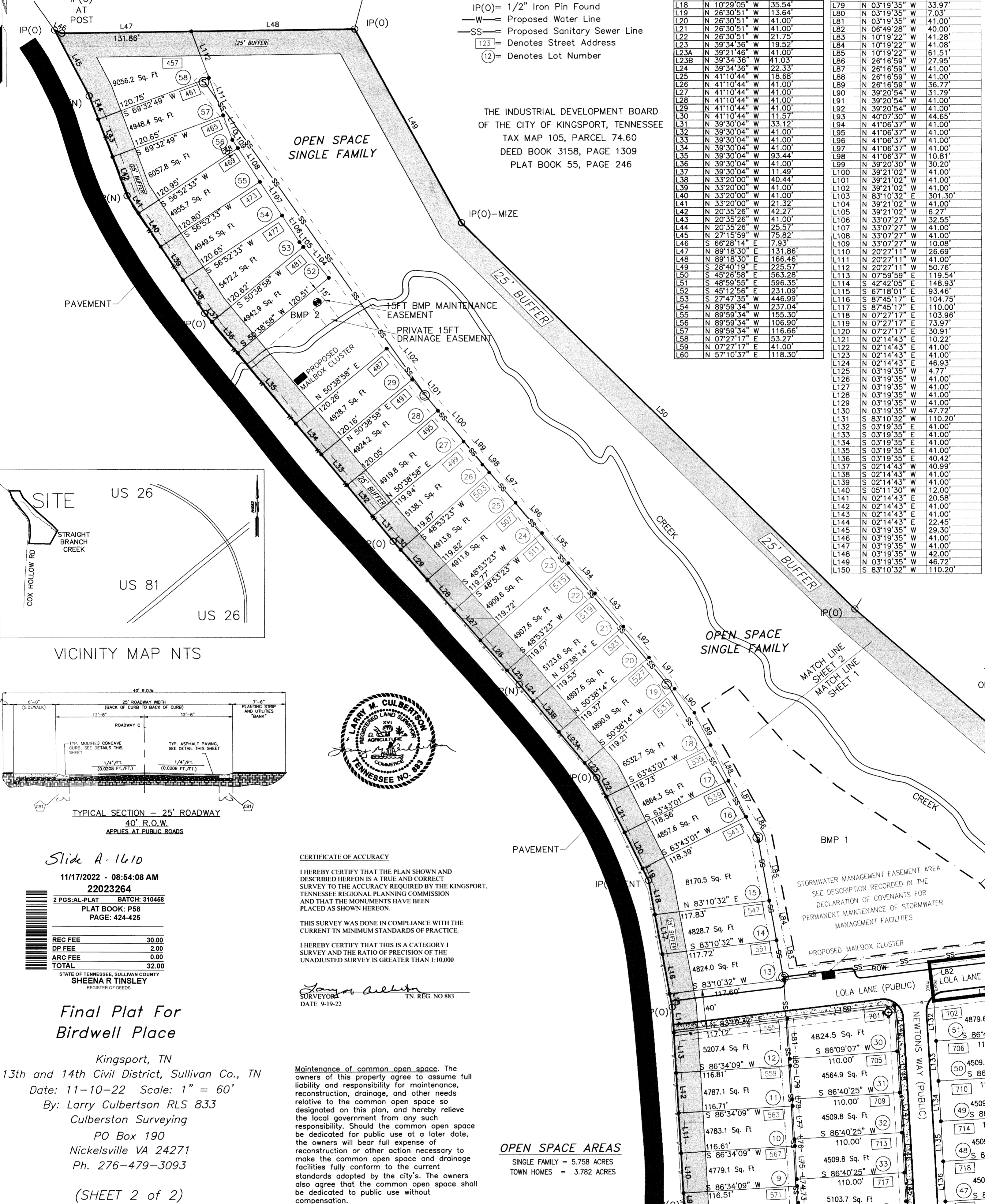
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.79	75.18	15°50'31"	S 12°02'40" W	20.72
C2	29.10	75.74	22°00'31"	S 30°38'26" W	28.92
C3	19.40	40.00	27°47'15"	S 27°51'44" W	19.21
C4	43.05	40.00	61°39'49"	S 16°51'48" E	41.00
C5	40.41	40.00	57°52'56"	S 76°38'11" E	38.71
C6	43.05	40.00	61°39'49"	N 43°35'26" E	41.00
C7	27.65	40.00	39°36'18"	N 07°02'38" W	27.10
C8	15.53	75.00	11°51'55"	N 20°54'50" W	15.50
C9	29.37	75.00	22°26'09"	N 03°45'48" W	29.18

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 07°22'02" E	68.39	L61	N 07°27'17" E	41.00
L2	N 07°22'02" E	41.00	L62	N 07°27'17" E	41.00
L3	N 07°22'02" E	41.00	L63	N 07°27'17" E	29.19
L4	N 07°22'02" E	41.00	L64	S 87°45'17" E	108.79
L5	N 07°22'02" E	41.00	L65	N 07°27'17" E	11.81
L6	N 03°57'08" E	41.17	L66	N 07°27'17" E	13.72
L7	N 01°43'18" E	41.00	L67	N 02°14'43" E	15.58
L8	N 01°43'18" E	26.98	L68	N 02°14'43" E	22.45
L9	N 03°27'45" W	14.06	L69	N 02°14'43" E	18.55
L10	N 03°27'45" W	41.00	L70	N 02°14'43" E	22.45
L11	N 03°27'45" W	41.00	L71	N 02°14'43" E	18.55
L12	N 03°27'45" W	41.00	L72	N 02°14'43" E	17.10
L13	N 03°27'45" W	41.09	L73	N 03°19'35" W	16.92
L14	N 03°27'45" W	26.16	L74	N 03°19'35" W	7.03
L15	N 10°29'05" W	13.91	L75	N 03°19'35" W	33.97
L16	N 10°29'05" W	41.08	L76	N 03°19'35" W	7.03
L17	N 10°29'05" W	41.08	L77	N 03°19'35" W	33.97
L18	N 10°29'05" W	35.54	L78	N 03°19'35" W	7.03
L19	N 26°30'51" W	13.64	L79	N 03°19'35" W	33.97
L20	N 26°30'51" W	41.00	L80	N 03°19'35" W	7.03
L21	N 26°30'51" W	41.00	L81	N 03°19'35" W	41.00
L22	N 26°30'51" W	21.75	L82	N 06°49'28" W	40.00
L23	N 39°34'36" W	13.52	L83	N 10°19'22" W	41.28
L24	N 39°34'36" W	41.00	L84	N 10°19'22" W	41.08
L25	N 39°34'36" W	22.33	L85	N 10°19'22" W	61.51
L26	N 41°10'44" W	18.68	L86	N 26°16'59" W	27.95
L27	N 41°10'44" W	41.00	L87	N 26°16'59" W	41.00
L28	N 41°10'44" W	41.00	L88	N 26°16'59" W	41.00
L29	N 41°10'44" W	41.00	L89	N 26°16'59" W	36.77
L30	N 41°10'44" W	11.57	L90	N 39°20'54" W	31.79
L31	N 39°30'04" W	33.12	L91	N 39°20'54" W	41.00
L32	N 39°30'04" W	41.00	L92	N 39°20'54" W	41.00
L33	N 39°30'04" W	41.00	L93	N 40°07'30" W	44.65
L34	N 39°30'04" W	41.00	L94	N 41°06'37" W	41.00
L35	N 39°30'04" W	93.44	L95	N 41°06'37" W	41.00
L36	N 39°30'04" W	41.00	L96	N 41°06'37" W	41.00
L37	N 39°30'04" W	11.49	L97	N 41°06'37" W	41.00
L38	N 33°20'00" W	40.44	L98	N 41°06'37" W	10.81
L39	N 33°20'00" W	41.00	L99	N 39°20'50" W	30.20
L40	N 33°20'00" W	41.00	L100	N 39°21'02" W	41.00
L41	N 33°20'00" W	21.32	L101	N 39°21'02" W	41.00
L42	N 20°35'26" W	42.27	L102	N 39°21'02" W	41.00
L43	N 20°35'26" W	41.00	L103	N 83°10'32" W	301.30
L44	N 20°35'26" W	25.57	L104	N 39°21'02" W	41.00
L45	N 27°15'59" W	75.82	L105	N 39°21'02" W	6.27
L46	S 66°28'14" W	7.93	L106	N 33°07'27" W	32.55
L47	N 89°18'30" E	131.86	L107	N 33°07'27" W	41.00
L48	N 89°18'30" E	166.46	L108	N 33°07'27" W	41.00
L49	S 28°40'19" E	225.57	L109	N 33°07'27" W	10.08
L50	S 45°26'58" E	563.28	L110	N 20°27'11" W	26.69
L51	S 48°59'55" E	596.35	L111	N 20°27'11" W	41.00
L52	S 43°12'56" E	231.09	L112	N 20°27'11" W	50.76
L53	S 27°47'35" W	446.99	L113	N 07°59'59" E	119.54
L54	N 89°59'34" W	237.04	L114	S 42°42'05" E	148.93
L55	N 89°59'34" W	155.30	L115	S 67°18'01" E	93.46
L56	N 89°59'34" W	106.90	L116	S 87°45'17" E	104.75
L57	N 89°59'34" W	116.66	L117	S 87°45'17" E	110.00
L58	N 07°27'17" E	41.00	L118	N 07°27'17" E	103.96
L59	N 07°27'17" E	41.00	L119	N 07°27'17" E	73.97
L60	N 57°10'37" E	118.30	L120	N 07°27'17" E	30.91
			L121	N 02°14'43" E	10.22
			L122	N 02°14'43" E	41.00
			L123	N 02°14'43" E	41.00
			L124	N 02°14'43" E	46.93
			L125	N 03°19'35" W	4.77
			L126	N 03°19'35" W	41.00
			L127	N 03°19'35" W	41.00
			L128	N 03°19'35" W	41.00
			L129	N 03°19'35" W	41.00
			L130	N 03°19'35" W	47.72
			L131	S 83°10'32" W	110.20
			L132	S 03°19'35" E	41.00
			L133	S 03°19'35" E	41.00
			L134	S 03°19'35" E	41.00
			L135	S 03°19'35" E	41.00
			L136	S 03°19'35" E	40.42
			L137	S 02°14'43" W	40.99
			L138	S 02°14'43" W	41.00
			L139	S 02°14'43" W	41.00
			L140	S 05°11'30" W	12.00
			L141	N 02°14'43" E	20.58
			L142	N 02°14'43" E	41.00
			L143	N 02°14'43" E	41.00
			L144	N 02°14'43" E	22.45
			L145	N 03°19'35" W	29.30
			L146	N 03°19'35" W	41.00
			L147	N 03°19'35" W	41.00
			L148	N 03°19'35" W	42.00
			L149	N 03°19'35" W	46.72
			L150	S 83°10'32" W	110.20

JASON DOUGLAS AND KIMBERLY LYNN  
WHEELER  
TAX MAP 105-K, PARCEL B-1.00  
DEED BOOK 3191, PAGE 217

LEGEND  
 ● = 1/2" Iron Pin Set  
 IP(O) = 1/2" Iron Pin Found  
 — W — Proposed Water Line  
 — SS — Proposed Sanitary Sewer Line  
 123 = Denotes Street Address  
 12 = Denotes Lot Number

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF KINGSPORT, TENNESSEE  
TAX MAP 105, PARCEL 74.60  
DEED BOOK 3158, PAGE 1309  
PLAT BOOK 55, PAGE 246



CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE KINGSPORT, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON.

THIS SURVEY WAS DONE IN COMPLIANCE WITH THE CURRENT TN MINIMUM STANDARDS OF PRACTICE.

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

Larry M. Culbertson  
SURVEYOR  
DATE 9-19-22  
TN REG. NO 883

Slide A-1610  
 11/17/2022 - 08:54:08 AM  
 22023264  
 2 PGS./AL-PLAT BATCH: 310468  
 PLAT BOOK: P58  
 PAGE: 424-425

REC FEE 30.00  
 DP FEE 2.00  
 ARC FEE 0.00  
 TOTAL 32.00

STATE OF TENNESSEE, SULLIVAN COUNTY  
 SHEENA R TINSLEY  
 REGISTER OF DEEDS

Final Plat For  
Birdwell Place

Kingsport, TN  
 13th and 14th Civil District, Sullivan Co., TN  
 Date: 11-10-22 Scale: 1" = 60'  
 By: Larry Culbertson RLS 833  
 Culbertson Surveying  
 PO Box 190  
 Nickelsville VA 24271  
 Ph. 276-479-3093

(SHEET 2 of 2)

Maintenance of common open space. The owners of this property agree to assume full liability and responsibility for maintenance, reconstruction, drainage, and other needs relative to the common open space so designated on this plan, and hereby relieve the local government from any such responsibility. Should the common open space be dedicated for public use at a later date, the owners will bear full expense of reconstruction or other action necessary to make the common open space and drainage facilities fully conform to the current standards adopted by the city's. The owners also agree that the common open space shall be dedicated to public use without compensation.

OPEN SPACE AREAS  
 SINGLE FAMILY = 5.758 ACRES  
 TOWN HOMES = 3.782 ACRES



**SUBDIVISION IMPROVEMENTS  
PERFORMANCE BOND**



Bond No. 0825983  
Initial Premium \$ 3,904.00  
Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, AEMS Development, LLC DBA All Phase Development as Principal, and Harco National Insurance Company, a corporation duly authorized under the laws of the State of Illinois to become surety on bonds and undertakings, as Surety, are held and firmly bound unto City of Kingsport, as Obligee in the full and just sum of Sixty Five Thousand, Fifty Six and 41/100 Dollars, (\$ 65,056.41 ) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated 9/20/2022, and identified as project Residential Subdivision Development - Cox Valley Rd, Kingsport, TN, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal. its heirs executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As Part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

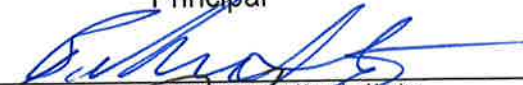
The surety hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or the specifications.

**IN WITNESS WHEREOF.** the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-In Fact this 4th day of October,

20 22.

AEMS Development, LLC DBA All Phase Development

Principal

By:   
Brandon Stamper, Mapping Member

Harco National Insurance Company

By:   
Jeremy Crawford /Attorney-in-Fact

Bond # 0825983

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**MICHAEL D. WILLAMS, JEREMY CRAWFORD**

Golden Valley, MN

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 04, 2022

Irene Martins, Assistant Secretary