

## MAINTENANCE BOND

BOND NUMBER - [REDACTED]

KNOWN ALL MEN BY THESE PRESENTS, That we: Southern Land Development, LLC.  
 \_\_\_\_\_, (Contractor or Owner) as Principal, and Cincinnati Insurance Company  
 \_\_\_\_\_, (Surety) a corporate of the State of Ohio, as surety, are held  
 and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA**  
 in the sum of Eighty three thousand six hundred sixty six dollars and 53/100, lawful  
 money of the United States of America, to be paid to the said: **BALDWIN COUNTY**  
**COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment  
 well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors  
 and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said  
 Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact  
 this 7th day of July, 2020.

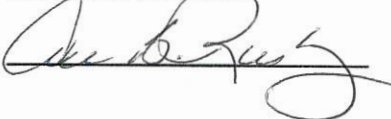
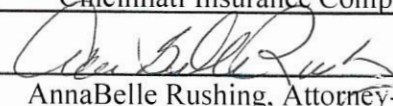
WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage  
 Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY**  
**COMMISSION, BALDWIN COUNTY, ALABAMA** for Tensaw Estates Subdivision Streets  
and Drainage (Name of Development) and in said Agreement is required to maintain  
 the said work in good condition for a period of two years from the date the Baldwin County  
 Commission votes in the affirmative to accept for maintenance the roadway and drainage  
 improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and  
 truly, at the request of the said Obligee, or its proper representative or representatives, maintain  
 the said work in good condition. The term of the bond extends 24 months beyond the full  
 execution of the Agreement including any necessary extensions during repair periods.

Attest:


Contractor or Owner: Southern Land Development, LLCBy: 

COUNTERSIGNED:


Surety: Cincinnati Insurance CompanyBy:   
 AnnaBelle Rushing, Attorney-in-fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing;  
Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6<sup>th</sup> day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7<sup>th</sup> day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10<sup>th</sup> day of May, 2012.



STATE OF OHIO ) ss:  
COUNTY OF BUTLER )

THE CINCINNATI INSURANCE COMPANY

*Stephen A. Jantz*

Vice President

On this 10<sup>th</sup> day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



*Mark J. Huller*

MARK J. HULLER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO

My commission has no expiration  
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.  
this 7<sup>th</sup> day of July, 2020



*Scott R. Bolen*

Assistant Secretary