

MEMORANDUM

Accepted in Open Session
Manatee County Board of County Commissioners

12/18/2018



To: Ed Hunzeker
County Administrator

Thru: Chad Butzow, Interim Director
Public Works Department

From: Carmen Mosley, Sr. Fiscal Services Mgr.
Jane Oliver, Bond Coordinator
Public Works Department

Date: November 27, 2018

Subject: **GRANDE RESERVE, PHASE 1A**
(a/k/a VILLAGES OF AMAZON SOUTH)
PDMU-13-37/18-S-08 (P)/FSP-18-16
ACCEPT WETLAND MITIGATION AGREEMENT
ACCEPT SURETY BOND

The stipulation in the Final Site Plan letter states that the mitigation security shall be posted prior to any construction activities within the wetland area for the above referenced project. The developer has provided all necessary documentation, Agreement and security, in order to comply with this stipulation. We therefore, per Resolution R-14-86, respectively request the County Administrator to approve the following:

- **Accept, Execute and Record** *Grande Reserve, Phase 1A a/k/a Villages of Amazon South Wetland Mitigation System Agreement* in the amount of \$17,479.54 securing wetland mitigation requirements associated with this project;
- **Accept and Execute** Surety Bond in conjunction with the above referenced agreement;
 - **Surety Bond No.** US00083259SU18A issued through XL Specialty Insurance Company;
 - **Amount** of Wetland Requirement \$17,479.54.

**MANATEE COUNTY, a political
subdivision of the State of Florida**
By: Board of County Commissioners

By: 
County Administrator, per R-14-86

CB/CM/mjo

cc: Records Management
Kara Koenig, Environmental Review, Building & Dev
Attachments

Public Works Department
Fiscal Division
1022 26th Avenue East, Bradenton, FL 34208
Phone number: (941) 708-7450

**GRANDE RESERVE, PHASE 1A
A/K/A VILLAGES OF AMAZON SOUTH
WETLAND MITIGATION SYSTEM
AGREEMENT**

This **SURETY AGREEMENT** (“Agreement”) is made and entered into as of _____, 20_____, (LEAVE BLANK Manatee County approval date) by and between **MANATEE COUNTY**, a political subdivision of the State of Florida (“Manatee County” or “County”); and **NP LAND PARTNERS, LLC**, a **LIMITED LIABILITY COMPANY** (“Developer”).

RECITALS

WHEREAS, Developer has made application to the County for approval of a site plan or final plat identified as **GRANDE RESERVE PHASE 1A a/k/a VILLAGES OF AMAZON SOUTH (PDMU-13-37/18-S-08 (P)/FSP-18-16, PLN1803-0012)** (the “Project”) to be developed on the property described in Exhibit “A”, attached hereto and incorporated herein, (the “Property”); and

WHEREAS, in connection with the Project, Developer has submitted a Wetland Mitigation Plan, which is on file with the County’s Planning Department and has been approved by the County, that provides for and requires the construction, maintenance, and operation of a Wetland Mitigation System; and

WHEREAS, Developer desires to obtain approval of the site plan or final plat for the Project; and

WHEREAS, the Developer is the responsible entity for construction, maintenance, and operation of the Wetland Mitigation System; and

WHEREAS, Section 719 of the Manatee County Land Development Code (the “Code”) requires that Developer tender to the County a security, bond, escrow, or other form of surety acceptable to the County in the amount of one hundred thirty percent (130%) of a cost estimate, certified by the Engineer of Record, of the estimated or actual costs and expenses of wetland mitigation construction, planting, maintenance, and monitoring the County may incur should the Developer fail to comply with or perform any requirement of the Wetland Mitigation Plan; and

WHEREAS, Developer has submitted such estimate certifying the construction, maintenance, and operation costs as **SEVENTEEN THOUSAND FOUR HUNDRED SEVENTY-NINE & 54/100** dollars (\$17,479.54), as shown on Exhibit “B”, attached hereto and incorporated herein.

WHEREAS, the Developer herewith tenders to the County **SURETY BOND** (Type of Security) , Number **US00083259SU18A**, dated **AUGUST 29, 2018**, with **XL SPECIALTY INSURANCE COMPANY** (Financial Institution), in the amount as **SEVENTEEN THOUSAND FOUR HUNDRED SEVENTY-NINE & 54/100** Dollars (words), **\$17,479.54** (numbers).

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Developer's Obligations. The Developer hereby agrees to construct, maintain, and operate a Wetland Mitigation System such that the constructed mitigation (i) provides an equal or greater habitat function than the wetland being replaced, (ii) complies with the approved Wetland Mitigation Plan, and (iii) otherwise fully complies with Section 719 of the Code and all other applicable regulations, requirements, and agreements. Further, the Developer hereby agrees that it will correct any deleterious effects on wetlands or adjacent areas that may result from non-compliance with the Wetland Mitigation Plan.
2. Surety Requirement. Developer shall tender to the County's Public Works Director a performance and defect bond, letter of credit, or other surety in form and substance reasonably acceptable to the County (the "Security") in the amount of **SEVENTEEN THOUSAND FOUR HUNDRED SEVENTY-NINE & 54/100** dollars (\$17,479.54), such amount being one hundred thirty percent (130%) of the certified cost estimate, attached hereto as Exhibit "B" and incorporated herein. Said Security shall be issued by a bank or other financial institution authorized to transact business in the State of Florida (the "Surety Company"). Said Security shall remain valid throughout the effective period of this Agreement, as described in Paragraph 6 herein. Further, the Security shall not be canceled with less than ninety (90) days written notice to the County, provided by hand delivery or certified mail. Any such cancellation must be accompanied by the tender of an adequate replacement security, failing which a stop work order, requiring immediate cessation of any land alteration activities, shall be posted against all development activities occurring or permitted on the Property.
3. County's Obligation. Upon tendering of the Security by the Developer as required by Paragraph 2 hereof, the County may approve the applied-for site plan or final plat provided that all other requirements for such approval have been met.
4. County's Remedies. If the Developer should (i) fail or refuse to construct, maintain, or operate, to the reasonable satisfaction of the County, the required Wetland Mitigation System, (ii) fail to correct any deleterious effects on wetlands or adjacent areas during the effective period of this Agreement, or (iii) fail to maintain the security for its obligations hereunder in accordance with Section 2, hereof, and Section 719 of the Code, the County, at its sole option and upon ten (10) days written notice to the Developer, shall have the right to draw upon the security and enter upon the Property, to construct, maintain, and operate the aforesaid Wetland Mitigation System, and/or to correct any deleterious effects on wetlands or adjacent areas. Nothing herein shall be construed as affecting the County's right to resort to any and all legal and equitable remedies against the Developer or to collect against the Security posted for the Wetland Mitigation System.
5. Indemnity. The Developer shall indemnify and hold harmless the County against and from all claims, costs, fees, expenses, damages, injuries, or loss, whether direct or consequential, including without limitation all engineering, legal, and contingent costs and fees, which the County may sustain due to the failure of the Developer to fulfill its

obligation as described herein during the time period specified, without regard to the amount of the Security. In the event the County exercises this right, the Developer shall reimburse the County for all costs and expenses.

6. Effective Date and Expiration. This Agreement shall be effective upon execution and shall continue in effect through a date five (5) years following the date on which construction of the required Wetland Mitigation System is deemed complete pursuant to Section 719 of the Code (i.e., the system has been certified by the Engineer of Record to have been constructed in compliance with the approved Wetland Mitigation Plan, and the County has completed an on-site review and approved the construction). Upon or prior to the expiration of said five (5) year period, Developer shall record in the public records of the County documents providing that the Developer and his successors shall be responsible for ongoing maintenance, data collection, and reporting for the Wetland Mitigation System.
7. No Development Rights Conferred. The parties understand, acknowledge, and agree that, unless otherwise specifically provided for herein, no approval is given hereby for the Project. Nothing contained in this Agreement shall (i) create any development rights in favor of the Developer or the Property; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any other property unless separately approved by the Board of County Commissioners pursuant to County Ordinances. All land use authorizations and all development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of the Manatee County Comprehensive Plan, the Manatee County Land Development Code, any approved general development plan, preliminary or final site plan, and all conditions or stipulations thereto.
8. Integration. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction of Manatee County, Florida.
10. Partial Invalidity. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

11. Assignment. County specifically understands that the obligations of Developer herein may be assigned to a subsequent developer of the Project and that the rights and obligations of Developer herein shall run with the Project. The term "Assignment" shall not include acts by the Developer's primary contractor in subcontracting or ordering materials for portions of the Realignment Improvements.
12. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto.
13. Notices. Every notice, request, or other communication provided for in this Agreement shall be in writing and shall be deemed to have been given or served at the time that the same is received, if hand delivered, or at the time the same shall be deposited in the United States mail, postage prepaid, addressed to the parties and signed by the designated representatives and addressed as provided below, until either party provides written notice of a different agent or address:

If to the County:

Manatee County
Attn: Director, Public Works Department
1022 26th Avenue East
Bradenton, Florida 34208

With copies to:

Manatee County
Attn: County Administrator
Post Office Box 1000
Bradenton, Florida 34206

Manatee County
Attn: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to the Developer:

James R. Schier, Manager
NP Land Partners, LLC
5800 Lakewood Ranch Boulevard
Sarasota, FL 34240

With a copy to:

{NAME & ADDRESS}

[SIGNATURE PAGE FOLLOWS]

WHEREFORE, the County and Developer have executed this Agreement as of the date and year first above written.

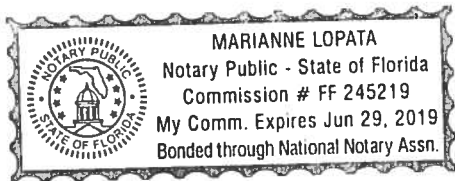
MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: [Signature]
County Administrator

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27 day of November, 2018, by Ed Hunzeker (County Administrator) on behalf of and for Manatee County Board of County Commissioners, who is personally known to me or has produced N/A as identification.



Marianne Lopata
NOTARY PUBLIC Signature
Marianne Lopata
Printed Name

Wetland Mitigation Agreement

For: Grande Reserve Ph 1A
a/k/a Villages of Amazon South
Project Name

(DEVELOPER)

Signed, sealed and delivered in the presence
of Witnesses:

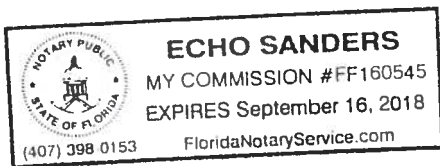
Patricia Wren
Print name: Patricia Wren
Veronica McGuire
Print name: Veronica McGuire

NP Land Partners, LLC
a Limited Liability Company
By: James R. Schier
Print Name: James R. Schier
as its: VP
5800 Lakewood Ranch Blvd.
Postal Address
Sarasota FL 34240
City State Zip

(Signature of two witnesses or secretary required by law)

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of August,
2018, by James R. Schier as VP [name and title of signatory] of
NP Land Partners LLC [name of company signing], a Florida LLC [state of
formation and type of entity, e.g., corporation, LLC], on behalf of the company. He/she is
personally known to me or has produced _____ as identification.



Echo Sanders
NOTARY PUBLIC Signature
Echo Sanders
Printed Name

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"

**CERTIFIED COST ESTIMATE FOR
THE WETLAND MITIGATION SYSTEM**



Building and Development Services
Environmental Review Section
1112 Manatee Avenue West
Bradenton, FL 34206
Phone: (941) 748-4501
www.mymanatee.org

August 16, 2018

Christopher D. Jordan, P.E. Via email only
Stantec
6900 Professional Parkway
Sarasota, FL 34240

**RE: Grande Reserve Phase 1A aka Villages of Amazon South
PDMU-13-37/18-S-08(P)/FSP-18-16, PLN1803-0012
Wetland Mitigation Bond Cost Estimate
Required Improvements
Reason – (Wetland Mitigation)**

Dear Christopher:

The cost estimate for the above referenced bond, dated **August 16, 2018**, for the required mitigation areas to serve the above referenced development, is approved for the appropriate surety.

A Wetland Mitigation security in the amount of **\$17,479.54** which is 130% of your estimated costs, would be sufficient to assure the County completion of the required improvements.

If we can be of further assistance, please contact me at (941) 748-4501, ext. 6841.

Sincerely,

A handwritten signature in black ink, appearing to read "Kara Koenig", is written over a horizontal line.

Kara Koenig
Planner I
Environmental Review Section

Cc: Jane Oliver, Public Works Dept. – Fiscal Services
Karla Ripley, Public Works Dept. – Infrastructure Engineering
Stephanie Moreland, Case Manager

Stantec
Engineer's Opinion of Probable Cost
Grande Reserve Phase IA
Mitigation

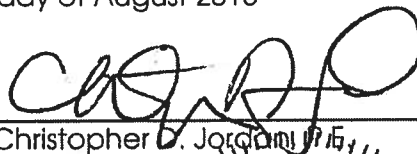
Mitigation Summary Cost Breakdown

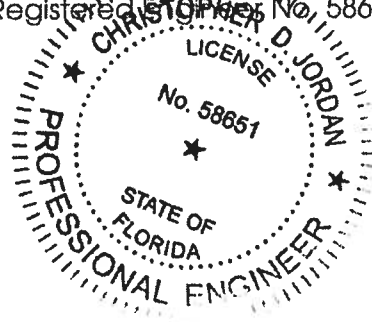
Sum of Improvements	\$13,445.80
Total x 130%	\$17,479.54

Certificate of Cost Estimate

I, Christopher D. Jordan, P.E., the engineer of record, do hereby estimate that the cost of the improvements itemized above and adjusted for inflation for the maximum authorized period during which they may be installed is Seventeen Thousand, Four Hundred Seventy-Nine Dollars and Fifty-Four Cents (\$17,479.54).

Signed and sealed this 16th day of August 2018

Signed:  8/16/18
Christopher D. Jordan, P.E.
Florida Registered Professional Engineer No. 58651



Grande Reserve Phase IA
Engineer's Opinion of Probably Cost
Mitigation

Summary of Construction Costs	
	Total
Exotic Removal	\$ 4,800.00
Plants & Installation	\$ 2,395.80
Monitoring	\$ 3,000.00
Maintenance	\$ 3,250.00
Grand Total =	\$13,445.80

Exotic Removal

Item	Quantity	Unit	Unit Price	Total
Exotic Removal	1	LS	\$4,800.00	\$4,800.00
Exotic Removal Grand Total=				\$4,800.00

Plants & Installation

Strata	Species; Size; Spacing	Quantity	Unit	Unit Price	Total
Canopy	Red Maple (<i>Acer rubrum</i>); 3 gal; 20' on center (<i>Liquidambar styraciflua</i>); 3 gal; 20' on center	25	EA	\$ 13.50	\$337.50
Shrub	Buttonbush (<i>Cephalanthus occidentalis</i>); 3 gal; 10' on center	75	EA	\$ 13.50	\$1,012.50
Groundcover	Cordgrass (<i>Spartina bakeri</i>); 3' on center Lizard's Tail (<i>Saururus cernuus</i>); 3' on center	996	EA	\$ 1.05	\$1,045.80
Plants & Installation Grand Total =					\$2,395.80

Monitoring

Item	Quantity	Unit	Unit Price	Total
Monitoring	1	LS	\$3,000.00	\$3,000.00
Monitoring Grand Total=				\$3,000.00

Maintenance

Item	Quantity	Unit	Unit Price	Total
Maintenance	1	LS	\$3,250.00	\$3,250.00
Maintenance Grand Total=				\$3,250.00

**SURETY BOND
FOR GUARANTEEING PERFORMANCE OF A
WETLAND MITIGATION SYSTEM**

BOND NO. US00083259SU18A

KNOW ALL MEN BY THESE PRESENTS:

That the Developer, NP Land Partners, LLC, as Principal, and XL Specialty Insurance Company, a Surety Company, duly authorized to transact business in the State of Florida, are held and firmly bound unto the County of Manatee, State of Florida, as Obligee, in the sum of Seventeen Thousand Four Hundred Seventy Nine and 54/100 Dollars (Words) \$17,479.54 (Numbers), for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, for the specific benefit of the County in accordance with the conditions set forth herein and in the Agreement In Conjunction with Surety Bond for Guaranteeing Performance of a Wetland Mitigation System ("Agreement").

THE CONDITION of the above obligation is such that the Principal has entered into the Agreement, dated _____ 20___, Board of County Commission approval date) with the obligation

1. to construct, maintain and operate said Wetland Mitigation System ("System") such that it provides an equal or greater habitat than the habitat it replaced; and
2. to warrant that such System is fully functioning and free from defects or failures; and
3. to correct any deleterious effects on wetlands or adjacent areas that result from noncompliance with the Wetland Mitigation Plan.

NOW, THEREFORE, if the Obligee's inspection of the System finds the Principal has constructed, maintained and operated the System in compliance with the approved Wetland Mitigation Plan for the period up to and including sixty (60) months from the date of the Certification by the Principal that the mitigation is constructed in accordance with the approved Wetland Mitigation Plan, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect. If defects or failures are found in Principal's construction, maintenance or operation of the System, and the defects or failures are not remedied in accordance with the terms of the attached "Agreement", which is hereby incorporated herein by reference, the Surety, upon written request by the County Public Works Director, shall forthwith pay to the Obligee the costs of correcting the defects or failures in an amount not exceeding the said sum specified above.

Wetland Mitigation System Agreement

For: Villages of Amazon South
Project Name
BOND NO. US00083259SU18A

It is agreed and understood that the liability of the Principal is in no way limited by this Bond. The amount of money to be paid by the Surety shall be determined by the County's estimated or actual costs to be incurred to repair the defects or failures. Means of notification of intent to collect shall be by certified mail to the Surety at the address listed below. Payment shall be made to the County within thirty (30) days by certified check drawn on behalf of the Board of County Commissioners of Manatee County, Florida at Post Office Box 1000, Bradenton, Florida 34206, c/o Chairman.

This Surety Bond shall be construed in accordance to the Laws of Florida, and any action of whatever nature, in connection with this Bond and the Wetland System Mitigation Agreement shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida

INSURANCE COMPANY SIGNATURE FORM

FOR: Villages of Amazon South

(Name of Project)

BOND NO. US00083259SU18A

SIGNED AND SEALED this 29th day of August, 2018

XL Specialty Insurance Company
Surety Company Name
By: [Signature]
Signature - As its Agent
Claudette Alexander Hunt, Attorney in Fact
Print Name & Title
Seaview House, 70 Seaview Avenue
Address
Stamford CT 06902-6040
City State Zip

WITNESSES OR CORPORATE SEAL

[Signature]
Signature
Matthew Tahbaz
Print Name

[Signature]
Signature
Ricardo Perez
Print Name

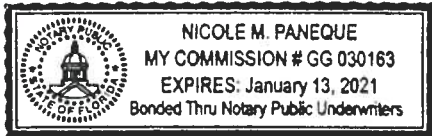
NOTARY ACKNOWLEDGMENT

STATE OF: FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29th day of August, 2018, by Claudette Alexander Hunt as Attorney in Fact (Title), on behalf of the Surety identified herein, and who is personally known to me or who has produced License (Type of Identification) as identification.

NOTARY SEAL:



[Signature]
Notary Public
Nicole M. Paneque
Print Name of Notary

Commission No. GG030163

My Commission Expires: 1/13/2021

DEVELOPER'S SIGNATURE FORM

FOR: Villages of Amazon South
(Name of Project)

BOND NO. US00083259SU18A

SIGNED AND SEALED this 30 day of August, 2018

WITNESSES:

Patricia Wren
Witness

Patricia Wrenn
Type or Print Name

Veronica McGuire
Witness

Veronica McGuire
Type or Print Name

NP Land Partners, LLC
Developer

BY: James R. Schier
Signature

James R. Schier
Type or Print Name

VP
Title (If attorney-in-fact Attach Power of Attorney)

5800 Lakewood Ranch Blvd Postal Address
Sarasota, FL 34240
City State Zip

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me this 30 day of August, 2018, by James R. Schier, as VP, (Title), on behalf of the corporation identified herein as Developer and who is personally known to me or who has produced _____ (Type of Identification) as identification.

NOTARY SEAL:



Echo Sanders
Notary Public
Echo Sanders
Print Name of Notary

Approved and accepted for and on behalf of Manatee County, Florida, this _____ day of _____, 20__.

MANATEE COUNTY

A political subdivision of the State of Florida
By: Board of County Commissioners
By: _____
County Administrator

NOTARY ACKNOWLEDGMENT

STATE OF: Florida
COUNTY OF: Manatee

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Ed Hunzeker, as County Administrator, (Title), for and on behalf of the Manatee County Board of County Commissioners and who is personally known to me or who has produced N/A (Type of Identification) as identification.

NOTARY SEAL:

Notary Public

Print Name of Notary



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL1526023

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance company with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:
Craudette Alexander Hunt

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$99,999,999.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel Riordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this October 13th, 2017.



XL SPECIALTY INSURANCE COMPANY

By:

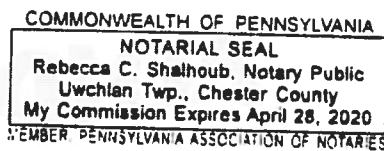
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of October, 2017, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Exton, this 29th day of August, 2018



Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 13th day of October, 2017.

XL REINSURANCE AMERICA INC.



by:

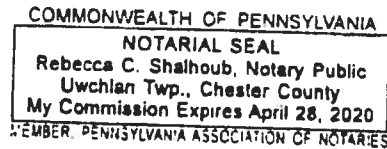
Gregory Boal, VICE PRESIDENT

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 13th day of October, 2017, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Rebecca C. Shalhoub, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and forgoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this ___ day of _____.



Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after October 13, 2023
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND