

PERFORMANCE BOND

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KNOW ALL MEN BY THESE PRESENTS: That HSC Pembroke Pines, LLC

an Alabama Limited Liability Company

Address 805 Trione Ave, Daphne, AL 36526

As Principals, and Atlantic Specialty Insurance Company

a corporation, existing under the laws of the State of New York and having heretofore complied with all of the requirements of the laws of the State of Florida regulating the admission of such corporation to transact business in this State and listed in the latest revision of circular 570 "Surety Companies Acceptable on Federal Bonds", as Surety, are held and firmly bound unto the City of Pembroke Pines of Broward County, a municipal corporation of the State of Florida, in the full and just sum of Fifty Five Thousand and Forty Seven and 77/100 (\$55,047.70) Dollars, lawful money of the United States of America, for which sum well and truly to be paid to said City of Pembroke Pines, referred to as City, the said Principal and the said Surety do hereby bind themselves, their heirs, executors, administrators, successors or assigns respectively, as the case maybe, jointly and severally, firmly by these presents.

WHEREAS, the above Principal is required to furnish a good and sufficient bond in the amount of one hundred and ten percent (110%) of the estimated cost of the landscaping improvements listed on Exhibit "A", hereto attached, and to furnish labor, tools, equipment and materials for said improvements, together with all work incidental thereto, as fully set out in the approved engineering drawings, specifications and details on file in the City's Planning & Economic Development Department entitled

Landscape Plan (Tractor Supply) by Dynamic Engineering dated 11/11/2020

NOW, THEREFORE, the condition of this obligation is such that if the above Principal, its successors and assigns shall, in good and workmanlike manner, perform the work and comply strictly with the conditions of said engineering documents (drawings, specifications and details), within Sixty (60) Days of its signing these presents, and shall indemnify and save harmless the said City its agents, employees, elected officials, assignees, volunteers, and contractors against damages that may happen to persons or property by reason of excavations or embankments, obstructions and all other work on or off the site or arising out of any act, neglect or omission of said Principal, his or its agents, servants or employees with relation to said work, and from all suits and acts of every nature arising out of claims of patentees of any process connected with the said work, or of any material or materials used upon the work, and shall pay all costs accruing if the improvements contract is canceled and a contract for finishing the work is let by the City, and shall pay all other expense lawfully chargeable to said Principal, then these presents shall be null and void, otherwise to remain in full force and effect. The time period for the completion of the work (failure to complete gives the City the right to call the bond) is not the life of this Bond. The bond shall continue in effect until called by the City, or released by the City.

Upon receipt and approval by the City's Planning & Economic Development Department of accurate "As-Builts" engineering drawings, landscape plans, and irrigation plans which have been prepared and certified by the Designing Engineer, together with appurtenant details and exhibits, the City's Planning & Economic Development Director or his agent shall inspect the improvements agreed to be constructed for their initial acceptance. If his investigation reveals any insufficiencies, he shall notify the Principal, in writing, that the work is unacceptable.

If the Principal shall fail or refuse to correct said insufficiencies in workmanship, or materials, or both, within thirty (30) days after said written notice by the City Planning & Economic Development Director , then the City shall have the right, pursuant to public advertisement and receipt and acceptance of bids, to cause said insufficiencies in workmanship, or materials, or both, to be corrected. In such case, the Principal and Surety (to the extent of this bond) shall be jointly and severally liable hereunder to pay to and indemnify the City upon the correction of said insufficiencies in workmanship, or materials, or both, the full total cost thereof, including but not limited to, engineering, legal and contingent costs together with any damage, direct or consequential, which the City may sustain on account of the failure of the Principal to comply with all of the requirements hereof.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument by affixing their corporate names and seals hereto and causing their authorized representatives to sign these presents, pursuant to the authority of their governing bodies on this 28th day of December, A.D., 2022.



SIGNED AND SEALED
IN THE PRESENCE OF:

(As to Principal)

John Forward
Notary op 2/24/26

HSC Pembroke Pines, LLC

(Title) for the President H. Ray Hix, Jr., Member

Attested by Haymes S. Snedeker, Member

(Title)

Atlantic Specialty Insurance Company



(Title) for the Surety J Erik McMichael, Attorney-in-Fact

(As to Surety)

Jennifer Freeman

Attested by

Michelle Deligne

Attorney-in-Fact

(Title)

NOTE: The respective corporate seals should be affixed:

EXHIBIT "A"
Remaining Landscape Improvements



91 NW 154 ST
Miami FL 33169
Ph. 305.321.4350
www.landscapingofmiami.com

Client: **Tractor Supply**
20120 Pines Boulevard
Pembroke Pines, FL 33029

Date: 20-Dec-22

Qty	Item Description	Price	Ext. Price
Palms/Trees			
16	Sabal Palmetto/Sabal Palm 10' ct (3:1 Credit)	\$ 325.00	\$ 5,200.00
4	Roystonea elegans/Florida Royal Palm 10' ct (1:1 Credit)	\$ 600.00	\$ 2,400.00
6	Mahogany 14-16'Ht x 6' spr x 3" dbh	\$ 750.00	\$ 4,500.00
6	Silver Buttonwood 12'Ht x 5'Spr x 2.5" Cal 4'Ct	\$ 475.00	\$ 2,850.00
Shrubs			
421	Chrysobalanus icaco "Red Tip"/Red Tip Cocoplum 7G, 24 x 24", 30" on center	\$ 10.00	\$ 4,210.00
14	Hamelia patens/Fire Bush 7G, 48" x 38", Space as shown	\$ 28.00	\$ 392.00
120	Cocoplum 7G	\$ 30.00	\$ 3,600.00
Miscellaneous			
5,550	Stenotaphrum secundatum/St. Augustine "Floritam" - Tight Joints, per S.F	\$ 0.55	\$ 3,052.50
500	Mulch- 3" layer of double ground hardwood per Bag	\$ 4.50	\$ 2,250.00
4	Sod Installed - Pallets	\$ 350.00	\$ 1,400.00
1	Removal of bushes, trimming Ligustrum Trees	\$ 1,350.00	\$ 1,350.00
Fence			
275	Commercial Grade 6' high chain link fencing	\$ 56.60	\$ 15,565.00
Sub-total			\$ 46,769.50
Florida Sales Tax		7%	\$ 3,273.87
Total			\$ 50,043.37
Bond Amount (110% of Total)			\$ 55,047.70

Rough Grade done by General Contractor
Any additional plants or others items not on this spreadsheet shall be billed on per unit cost basis.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Deligne, Jennifer S. Freeman, J. Erik McMichael, Suzanne Yeatman, Margaret Holland R. Bickel**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

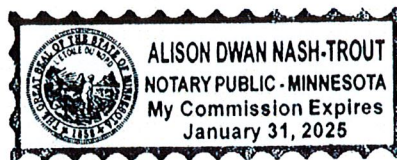
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 28th day of December, 2022.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary