

3/1/2019 11:17 AM
BOOK 4666 PAGE 1634
J.K. JESS IRBY, ESQ.

Clerk of the Court, Alachua County, Florida

ERECORDED Receipt# 877244
Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$0.00
Intang. Tax: \$0.00

Prepared by and return to:
D. Scott South, Esq../rdb
South Milhausen, P.A.
1000 Legion Place, Suite 1200
Orlando, Florida 32801

NOTICE OF COMMENCEMENT

STATE OF FLORIDA

COUNTY OF ORANGE

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. DESCRIPTION OF PROPERTY ("Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

2. GENERAL DESCRIPTION OF IMPROVEMENT:

Construction of a 255 unit apartment complex, according to plans and specs

3. OWNER INFORMATION:

- a. Name and address: **ARBOR GREEN APARTMENTS, LLC**, a Florida limited liability company
800 Highland Avenue, Suite 200
Orlando, Florida 32803
- b. Interest in Property: FEE SIMPLE
- c. Name and address of fee simple titleholder (if other than Owner): N/A

4. CONTRACTOR:

- a. Name and address: **HENNESSY CONSTRUCTION SERVICES CORP.**
2300 22nd Street North
St. Petersburg, Florida 33713

5. SURETY:

- a. Name and address: **TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**
One Tower Square
Hartford, Connecticut 06183
- b. Amount of bond: \$25,100,000.00

6. LENDER:

- a. Name and address: **AMERIS BANK**
Attn: Construction Loan Administration
605 Crescent Executive Circle, Suite 112
Lake Mary, Florida 32746

7. Person(s) within the State of Florida designated by Owner upon whom notices or other documents may be serviced as provided by Section 713.13(1)(a)7, Florida Statutes:

- a. Name and address: **AMERIS BANK**
Attn: Dana B. Flood
605 W. US Highway 80
Pooler, Georgia 31322

- b. Phone numbers of designated persons: (912) 644-1642

8. In addition to himself or herself, Owner designates COMMERCIAL LOAN ADMINISTRATIVE SOLUTIONS, INC., attn.: Mindy Lemen, 3168 U.S. Hwy. 17 South, Suite F, Fleming Island, FL 32003, to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

ARBOR GREEN APARTMENTS, LLC, a Florida limited liability company

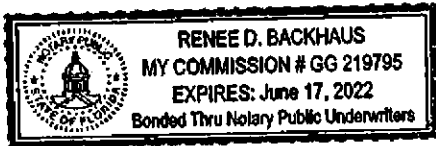
By: **TULANE GREEN WAVE, LLC**, a Florida limited liability company, Manager

By: *Michelle C. Carlton*
Michelle C. Carlton, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 27 day of February, 2019, by Michelle C. Carlton, as Manager of **TULANE GREEN WAVE, LLC**, a Florida limited liability company, Manager of **ARBOR GREEN APARTMENTS, LLC**, a Florida limited liability company, on behalf of said company, who is either (a) _____ personally known to me, or (b) has produced **DRIVER'S LICENSE** as identification.



R. Backhaus
NOTARY PUBLIC
Print Name RENEE D. BACKHAUS
My Commission Expires:

Verification pursuant to Section 92.525, Florida Statutes:

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

ARBOR GREEN APARTMENTS, LLC, a
Florida limited liability company

By: **TULANE GREEN WAVE, LLC**, a Florida
limited liability company, Manager

By: 
Michelle C. Carlton, Manager

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 64, ARBOR GREENS PHASE I, UNIT I, AS RECORDED IN PLAT BOOK 25, PAGES 91 THROUGH 94 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG THE SOUTHERLY LINE OF SAID ARBOR GREENS PHASE I, UNIT I; (1) THENCE SOUTH 89°28'11" WEST, A DISTANCE OF 158.32 FEET; (2) THENCE NORTH 89°20'10" WEST, A DISTANCE OF 50.00 FEET; (3) THENCE NORTH 00°39'50" EAST, A DISTANCE OF 9.88 FEET; (4) THENCE SOUTH 89°28'11" WEST, A DISTANCE OF 193.69 FEET; (5) THENCE SOUTH 89°06'20" WEST, A DISTANCE OF 56.74 FEET; (6) THENCE SOUTH 60°37'44" WEST, A DISTANCE OF 47.87 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1150.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°16'33" WEST, 526.38 FEET; (7) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°27'36", AN ARC DISTANCE OF 531.09 FEET TO THE END OF SAID CURVE; (8) THENCE NORTH 89°11'17" WEST, A DISTANCE OF 123.34 FEET TO THE SOUTHWEST CORNER OF COMMON AREA "K", AS SHOWN ON SAID PLAT OF ARBOR GREENS PHASE I, UNIT I, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF NW 136TH STREET (RIGHT-OF-WAY WIDTH VARIES) AND BEING ON A CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 700.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°49'34" WEST, 167.50 FEET; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°44'35", AN ARC DISTANCE OF 167.90 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE AND SAID CURVE, SOUTH 76°17'18" EAST, A DISTANCE OF 56.89 FEET; THENCE NORTH 67°34'56" EAST, A DISTANCE OF 210.10 FEET; THENCE SOUTH 22°37'02" EAST, A DISTANCE OF 259.28 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 106.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°17'37" EAST, 42.91 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°21'10", AN ARC DISTANCE OF 43.20 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 45°58'12" EAST, A DISTANCE OF 81.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 219.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 35°13'33" EAST, 81.65 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°29'17", AN ARC DISTANCE OF 82.13 FEET, TO THE END OF SAID CURVE; THENCE SOUTH 24°28'46" EAST, A DISTANCE OF 16.94 FEET; THENCE NORTH 65°31'16" EAST, A DISTANCE OF 84.92 FEET; THENCE SOUTH 24°28'44" EAST, A DISTANCE OF 25.25 FEET; THENCE SOUTH 53°45'15" EAST, A DISTANCE OF 24.93 FEET; THENCE NORTH 65°31'16" EAST, A DISTANCE OF 39.30 FEET; THENCE SOUTH 27°27'57" EAST, A DISTANCE OF 122.11 FEET; THENCE NORTH 65°30'08" EAST, A DISTANCE OF 124.85 FEET; THENCE NORTH 89°32'18" EAST, A DISTANCE OF 67.24 FEET; THENCE SOUTH 24°49'02" EAST, A DISTANCE OF 111.17 FEET; THENCE SOUTH 01°58'55" EAST, A DISTANCE OF 82.79 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF NEWBERRY ROAD ((STATE ROAD 26) (110 FEET WIDE RIGHT OF WAY)); THENCE NORTH 65°11'51" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 233.83 FEET, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2964, PAGE 1430 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; THENCE NORTH 00°31'49" WEST, ALONG THE EAST LINE OF SAID DESCRIBED LANDS, A DISTANCE OF 852.47 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO A NONEXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN TRAFFIC FOR INGRESS AND EGRESS OVER AND ACROSS DECLARANTS' ROADWAYS AS DEFINED, DESCRIBED AND SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4666, PAGE 1265, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS

FOLLOWS, BUT ONLY THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL WHICH CONTAINS THOSE ROADWAYS KNOWN AS NW 2ND LANE, NW 135TH WAY, AND NW 1ST LANE AS SHOWN ON THE ROAD EASEMENT SKETCH ATTACHED AS EXHIBIT "B" THEREIN, WHICH SPECIFICALLY EXCLUDES ANY PARKING AREA, PARKING SPACES AND ASSOCIATED COMMON AREA AND GREEN SPACE:

A PARCEL OF LAND LOCATED IN SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF COMMON AREA "K" AS SHOWN ON THE PLAT OF ARBOR GREENS, PHASE I, UNIT I, AS RECORDED IN PLAT BOOK 25, PAGES 91-94 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID POINT ALSO LYING ON A CURVE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF NW 136TH STREET (RIGHT-OF-WAY WIDTH VARIES); THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 698.91 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 02°52'28" WEST, 167.47 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°45'44", AN ARC DISTANCE OF 167.87 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE SOUTH 76°11'32" EAST, A DISTANCE OF 10.52 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A PUBLIC UTILITIES EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3055, PAGE 574 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 76°11'32" EAST, A DISTANCE OF 121.96 FEET; THENCE SOUTH 22°37'09" EAST, A DISTANCE OF 97.57 FEET; THENCE NORTH 67°22'58" EAST, A DISTANCE OF 123.96 FEET; THENCE NORTH 21°28'35" WEST, A DISTANCE OF 9.20 FEET; THENCE NORTH 68°31'25" EAST, A DISTANCE OF 21.59 FEET; THENCE SOUTH 21°28'35" EAST, A DISTANCE OF 8.77 FEET; THENCE NORTH 67°22'58" EAST, A DISTANCE OF 19.79 FEET; THENCE SOUTH 22°37'02" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 67°22'58" EAST, A DISTANCE OF 9.04 FEET; THENCE SOUTH 22°37'02" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 67°22'58" WEST, A DISTANCE OF 9.04 FEET; THENCE SOUTH 22°37'02" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 67°22'58" WEST, A DISTANCE OF 15.96 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22°22'14" WEST, 14.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'28", AN ARC DISTANCE OF 15.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 22°37'02" EAST, A DISTANCE OF 13.55 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 47.28 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 34°17'37" EAST, 46.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°21'10", AN ARC DISTANCE OF 47.28 FEET TO THE END OF SAID CURVE; THENCE SOUTH 45°58'12" EAST, A DISTANCE OF 81.68 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 209.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°42'14" EAST, 67.31 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°31'56", AN ARC DISTANCE OF 67.60 FEET TO THE END OF SAID CURVE; THENCE NORTH 65°53'02" EAST, A DISTANCE OF 9.33 FEET; THENCE SOUTH 24°06'58" EAST, A DISTANCE OF 21.59 FEET; THENCE SOUTH 65°53'02" WEST, A DISTANCE OF 8.92 FEET; THENCE SOUTH 24°28'55" EAST, A DISTANCE OF 6.12 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 69°28'49" EAST, 14.14 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°59'49", AN ARC DISTANCE OF 15.71 FEET TO THE END OF SAID CURVE; THENCE NORTH 65°31'16" EAST, A DISTANCE OF 150.18 FEET; THENCE SOUTH 24°28'44" EAST, A DISTANCE OF 32.00 FEET; THENCE NORTH 65°31'16" EAST, A DISTANCE OF 27.00 FEET; THENCE SOUTH 24°28'44" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 65°31'16" WEST, A DISTANCE OF 26.04 FEET; THENCE SOUTH 24°28'44" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 65°31'16" WEST, A DISTANCE OF 141.53 FEET; THENCE SOUTH 24°58'04" EAST, A DISTANCE OF 8.97 FEET; THENCE SOUTH 65°27'34" WEST, A DISTANCE OF 32.58 FEET; THENCE NORTH 24°58'04" WEST, A DISTANCE OF 9.00 FEET; THENCE SOUTH 65°56'45" WEST, A DISTANCE OF 96.84 FEET; THENCE SOUTH 17°44'55" EAST, A DISTANCE OF 9.31 FEET; THENCE SOUTH 72°15'05" WEST, A DISTANCE OF 21.59 FEET; THENCE NORTH 17°44'55" WEST, A DISTANCE OF 9.06 FEET; THENCE SOUTH 73°49'00" WEST, A

DISTANCE OF 113.40 FEET TO THE AFOREMENTIONED EASTERLY LINE OF THE SAID PUBLIC UTILITIES EASEMENT AND A POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 155.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°04'12" WEST, 94.38 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°26'55", AN ARC DISTANCE OF 95.90 FEET; THENCE DEPARTING SAID EASTERLY LINE OF SAID PUBLIC UTILITIES EASEMENT, NORTH 73°49'02" EAST, A DISTANCE OF 117.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°40'04" EAST, 15.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°17'57", AN ARC DISTANCE OF 17.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 24°28'55" WEST, A DISTANCE OF 16.81 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 115.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 35°13'33" WEST, 42.88 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°29'17", AN ARC DISTANCE OF 43.13 FEET TO THE END OF SAID CURVE; THENCE NORTH 45°58'12" WEST, A DISTANCE OF 81.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 210.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 34°17'37" WEST, 85.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°21'10", AN ARC DISTANCE OF 85.59 FEET TO THE END OF SAID CURVE; THENCE NORTH 22°37'02" WEST, A DISTANCE OF 13.55 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°37'02" WEST, 14.14 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 15.71 FEET TO THE END OF SAID CURVE; THENCE SOUTH 67°22'58" WEST, A DISTANCE OF 40.76 FEET; THENCE SOUTH 22°28'08" EAST, A DISTANCE OF 7.02 FEET; THENCE SOUTH 67°31'52" WEST, A DISTANCE OF 14.00 FEET; THENCE NORTH 22°28'08" WEST, A DISTANCE OF 6.98 FEET; THENCE SOUTH 67°22'58" WEST, A DISTANCE OF 112.57 FEET TO THE AFOREMENTIONED EASTERLY LINE OF THE SAID PUBLIC UTILITIES EASEMENT AND A POINT OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 975.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 24°08'48" WEST, 44.26 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°36'03", AN ARC DISTANCE OF 44.26 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 690.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21°32'35" WEST, 31.39 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°36'23", AN ARC DISTANCE OF 31.39 FEET TO THE END OF SAID CURVE; THENCE NORTH 70°35'26" EAST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 680.00 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 19°27'11" WEST, 18.97 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°35'53", AN ARC DISTANCE OF 18.97 FEET TO THE END OF SAID CURVE; THENCE DEPARTING THE SAID EASTERLY LINE OF THE SAID PUBLIC UTILITIES EASEMENT, NORTH 67°22'58" EAST, A DISTANCE OF 91.52 FEET; THENCE NORTH 22°37'09" WEST, A DISTANCE OF 82.43 FEET; THENCE NORTH 76°11'32" WEST, A DISTANCE OF 50.36 FEET; THENCE SOUTH 82°22'38" WEST, A DISTANCE OF 42.74 FEET TO THE AFOREMENTIONED EASTERLY LINE OF THE SAID PUBLIC UTILITIES EASEMENT AND A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 713.30 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 06°16'14" WEST, 48.57 FEET; THENCE NORTHERLY ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°54'07", AN ARC DISTANCE OF 48.58 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NONEXCLUSIVE EASEMENT FOR THE PURPOSES OF DRAINING WATER INTO, IMPROVING, AND MAINTAINING THE DRAINAGE BASIN CONTIGUOUS TO SR-26 (NEWBERRY ROAD) AS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 4666, PAGE 1265, OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 10 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2263, PAGE 280 OF THE PUBLIC RECORDS OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 2; THENCE SOUTH $00^{\circ}35'53''$ EAST, ALONG THE WEST LINE OF SAID SECTION 2, AND ALONG THE WESTERLY BOUNDARY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2263, PAGE 280 OF SAID PUBLIC RECORDS, A DISTANCE OF 1586.00 FEET; THENCE SOUTH $88^{\circ}42'54''$ EAST, CONTINUING ALONG THE BOUNDARY OF SAID LANDS, A DISTANCE OF 217.03 FEET; THENCE SOUTH $27^{\circ}26'04''$ EAST, CONTINUING ALONG SAID BOUNDARY, A DISTANCE OF 472.87 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER 26 (NEWBERRY ROAD - A 110 FOOT RIGHT-OF-WAY), SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 2809.79 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $68^{\circ}45'36''$ EAST, 93.58 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $01^{\circ}54'30''$, AN ARC DISTANCE OF 93.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 34.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $58^{\circ}37'36''$ WEST, 42.52 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $77^{\circ}24'32''$, AN ARC DISTANCE OF 45.94 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVED NORTHEASTERLY, HAVING A RADIUS OF 960.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $15^{\circ}20'23''$ WEST, 153.40 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}09'55''$, AN ARC DISTANCE OF 153.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH $10^{\circ}45'26''$ WEST, A DISTANCE OF 7.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVED EASTERLY, HAVING A RADIUS OF 132.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $05^{\circ}48'13''$ WEST, 22.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}54'26''$, AN ARC DISTANCE OF 22.82 FEET TO THE END OF SAID CURVE; THENCE NORTH $65^{\circ}31'05''$ EAST, A DISTANCE OF 685.27 FEET; THENCE SOUTH $24^{\circ}28'55''$ EAST, A DISTANCE OF 106.07 FEET; THENCE SOUTH $01^{\circ}58'55''$ EAST, A DISTANCE OF 117.85 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD NUMBER 26; THENCE SOUTH $65^{\circ}11'51''$ WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 522.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVED NORTHWESTERLY, HAVING A RADIUS OF 2809.79 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $66^{\circ}30'31''$ WEST, 127.22 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}35'40''$, AN ARC DISTANCE OF 127.23 FEET TO THE POINT OF BEGINNING.

Bond No.: 106916037**Document A312™ – 2010****Performance Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: (Name, legal status, and address) **Surety:** (Name, legal status, and principal place of business)

Hennessy Construction Services Corp.
2300 22nd Street North
St. Petersburg, Florida 33713

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER: (Name, legal status, and address)

Arbor Green Apartments, LLC
Tulane Green Wave, LLC, Manager
800 Highland Avenue, Suite 200
Orlando, FL 32803

CONSTRUCTION CONTRACT:

Date: February 6, 2019
Amount: Twenty-Five Million One Hundred Thousand and No/100 Dollars
(\$25,100,000.00)
Description: VEVE at Arbor Green
(Name and location) 13577 NW 2nd Lane, Newberry, FL 32669

BOND:

Date: February 20, 2019
(Not earlier than Construction Contract Date)
Amount: Twenty-Five Million One Hundred Thousand and No/100 Dollars
(\$25,100,000.00)

Modification to this Bond: None See Section 16

CONTRACTOR:
Hennessy Construction Services Corp.

SURETY:
Travelers Casualty and Surety Company of America

Signature:  Seal

Signature:  Seal

Name and Title: Mark Stalker, President

Name and Title: Joseph R. Williams
Attorney-In-Fact & FL Licensed Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address, and telephone)

AGENT or BROKER:
Joseph R. Williams
USI Insurance Services National, Inc.
3475 Piedmont Road, Suite 800
Atlanta, Georgia 30305
(470) 875-0435

OWNER REPRESENTATIVE: (Architect, Engineer, or other party)
Fugleberg Koch, LLC
2555 Temple Trail
Winter Park, FL 32789
(407) 629-0595

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price Incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is Issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR:

N/A

SURETY:

Signature: N/A _____

Seal

Name and Title:

Address:

Signature: _____

Seal

Name and Title:

Address:

CONTRACTOR:

N/A

SURETY:

Signature: N/A _____

Seal

Name and Title:

Address:

Signature: _____

Seal

Name and Title:

Address:

Bond No.: 106916037**Document A312™ – 2010****Payment Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: (Name, legal status, and address)

Surety: (Name, legal status, and principal place of business)

Hennessy Construction Services Corp.
2300 22nd Street North
St. Petersburg, Florida 33713

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, Connecticut 06183

OWNER: (Name, legal status, and address)

Arbor Green Apartments, LLC
Tulane Green Wave, LLC, Manager
800 Highland Avenue, Suite 200
Orlando, FL 32803

CONSTRUCTION CONTRACT:Date: **February 6, 2019**Amount: **Twenty-Five Million One Hundred Thousand and No/100 Dollars**
(\$25,100,000.00)Description: **VEVE at Arbor Green**
(Name and location) **13577 NW 2nd Lane, Newberry, FL 32669****BOND:**Date: **February 20, 2019**Amount: **Twenty-Five Million One Hundred Thousand and No/100 Dollars**
(\$25,100,000.00)Modification to this Bond: None See Section 18**CONTRACTOR:****Hennessy Construction Services Corp.****SURETY:****Travelers Casualty and Surety Company of America**

Signature: _____

Seal

Name and Title: **Mark Stalker, President**

Signature: _____

Seal

Name and Title: **Joseph R. Williams**
Attorney-In-Fact & FL Licensed Agent

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address, and telephone)

AGENT or BROKER:

Joseph R. Williams
USI Insurance Services National, Inc.
3475 Piedmont Road, Suite 800
Atlanta, Georgia 30305
(470) 875-0435

OWNER REPRESENTATIVE: (Architect, Engineer, or other party)

Fugleberg Koch, LLC
2555 Temple Trail
Winter Park, FL 32789
(407) 629-0595

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment Included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described In Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described In Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

NOTWITHSTANDING ANYTHING IN THE PAYMENT BOND OR THE CONSTRUCTION CONTRACT TO THE CONTRARY, THE PROVISIONS AND LIMITATIONS OF SECTION 713.23 OF THE FLORIDA STATUTE, INCLUDING BUT NOT LIMITED TO THE TIME LIMITATIONS ARE INCORPORATED IN THIS BOND BY REFERENCE.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR:
N/A

SURETY:
N/A

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

CONTRACTOR:

SURETY:

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

**DUAL
OBLIGEE
RIDER**

(Concurrent Execution with
Payment and Performance
Bonds)

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

This Rider is executed concurrently with and shall be attached to and forms a part of Performance and Payment Bonds No. 106916037 (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by Travelers Casualty and Surety Company of America, (hereinafter referred to as "Surety"), as Surety, on the 20th day of February, 2019.

WHEREAS, on or about the 6th day of February, 2019, Hennessy Construction Services Corp. (hereinafter called the "Principal"), entered into a written agreement with Arbor Green Apartments, LLC, Talano Green Wave, LLC, Manager (hereinafter called the "Primary Obligee") for the construction of the VEVE at Arbor Green, 13577 NW 2nd Lane, Newberry, FL 32669 (hereinafter called the "Contract"); and

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to said Primary Obligee the Bonds in connection with the Contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety execute and deliver this Rider to the Primary Obligee concurrently with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that Ameris Bank; and assigns ATIMA as Lender shall be added to the Bonds as a named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this 20th day of February, 2019.

Hennessy Construction Services Corp.
(Principal)

By: 

Travelers Casualty and Surety Company of America

By: 

Joseph R. Williams

, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232246

Certificate No. 007251950

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Scott Davis, Tina Kennedy, Dawn T. Kirkland, Steven L. Swords, Carol Philyaw, Cheryl Boozer, Annette Wisong, Joseph W. Hamilton, III, Joseph R. Williams, Tracy Gordon, Julia Anderson, Chaun M. Wilson, Rebecca E. Howard, Sarah Hancock, Karina Plis, and Desiree Payne

of the City of Atlanta, State of Georgia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By [Signature]
Robert L. Raney, Senior Vice President

On this the 5th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer:

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of February, 2017

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached

WARNING THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER