

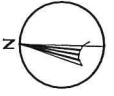
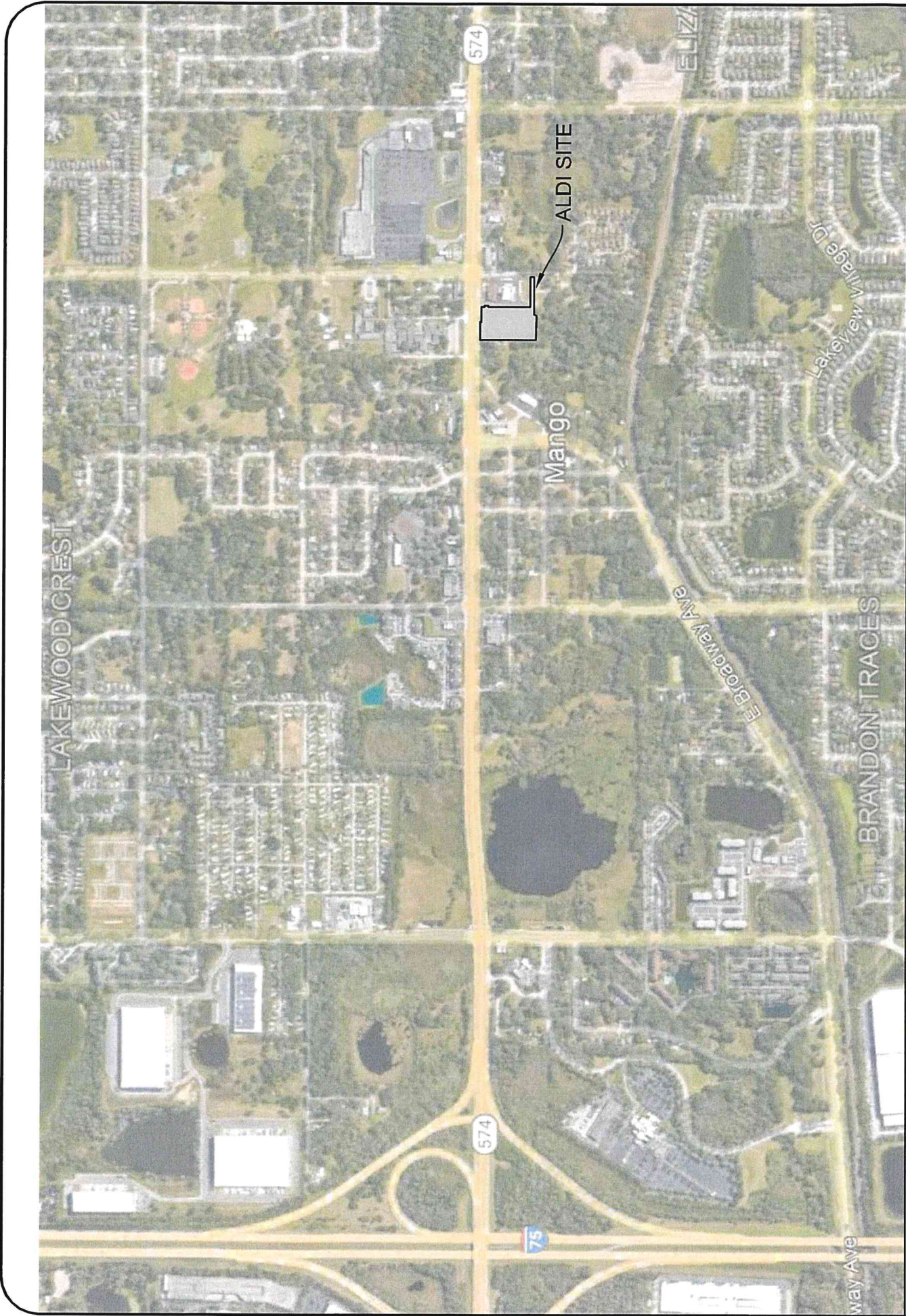
SUBJECT: Aldi #146 Seffner Off-Site
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 8, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Review Division of Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roadway, drainage, sidewalks, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation, and construction final acceptance by the Development Review Division of Development Services Department to serve Aldi #146 Seffner Off-Site located in Section 09, Township 29, and Range 20. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Bond in the amount of \$120,569.00 and authorize the Chairman to execute the Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On February 25, 2021, Permission to construct was issued for Aldi #146 Seffner Off-Site. Construction has been completed in accordance with the approved plans and has been inspected and approved by the Development Review Division of Development Services Department. The developer has provided the required Warranty Bond, which the County Attorney's Office has reviewed and approved. The developer is Aldi Florida, LLC and the engineer is Commercial Site Solutions, Inc.



DATE: 01/07/22

SCALE: 1" = 1,000'



VICINITY MAP
ALDI #146 - Seffner
Hillsborough County, FL

**OWNER/DEVELOPER'S AGREEMENT FOR
WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 20____, by and between **ALDI (FLORIDA), LLC**, hereinafter referred to as the "Owner/Developer," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted Site Development Regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as **ALDI #146 - SEFFNER**; and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities, constructed in conjunction with the site development project known as

ALDI #146 - SEFFNER are as follows:

- A. 6” potable water connection to an existing 12” water main in SR 574 (MLK) southern right-of-way and associated connections, fittings, and backflow preventers.
- B. 4” forcemain connection & 4” plug valve to an existing 4” forcemain in the SR 574 (MLK) southern right-of-way.
- C. Widening of Mango Road to add a right turn lane, southbound at the existing signal with SR 574 (Martin Luther King JR Blvd) and re-striping to create a southbound straight-left lane on Mango at the same signal. Includes pavement, curb, and striping.
- D. Construction of new sidewalk and curb and gutter along Lemon Avenue from Folio# 065728-0000 south to the driveway entrance on Folio#065685-0000. Improvements made to both the east and west side of Lemon Avenue.
- E. 5’ sidewalk connection in the western right-of-way of Lemon Avenue to Folio#065685-0000.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:

- a. Letter of Credit, number _____, dated _____, with _____, by order of _____, or
- b. A Warranty Bond, dated November 29, 2021, with ALDI (Florida) LLC as Principal, and Liberty Mutual Insurance Company as Surety, or
- c. Cashier/Certified Check, number NA, dated NA, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

- 4. In the event the Owner/Developer shall fail or neglect to fulfill his obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.
- 5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:

- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
 - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.
6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 3 day of DECEMBER, 2021.

ATTEST:

OWNER/DEVELOPER:

Leticia Mason
Witness

[Signature]
Authorized Corporate Officer or Individual

[Signature]
Witness

MATTHEW W. THOM
Name (typed, printed or stamped)

2651 STATE ROAD 17 SOUTH HAINES CITY, FL
Address of Signer 33844

863-353-4919
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

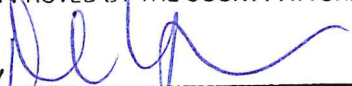
CINDY STUART, Clerk of
the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY  _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3 day of DECEMBER, 2021, by Matthew W. Thon and

respectively President and VICE PRESIDENT of AIDI (Florida), LLC, Inc., a corporation under the laws of the state of _____ on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

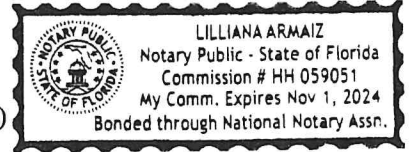
Sign: LJA (Seal)

Print: Lilliana Armaiz

Title: Notary

Serial Number, if any: _____

My Commission Expires: NOV. 1. 2024



Bond No: 285066934

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we ALDI (FLORIDA), LLC called the Principal and Liberty Mutual Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED SIXTY-NINE AND 00/100 DOLLARS (\$120,569.00) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established site development regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these site development regulations affect the site of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (Off-Site roads, drainage, sidewalks, water and wastewater) for maintenance constructed in conjunction with the site known as ALDI #146 – SEFFNER; and **WHEREAS**, the aforementioned site development regulations require as a condition of acceptance of the improvement facilities (Off-Site roads, drainage, sidewalks, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the off-site and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned site development regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into an "Owner/Developer Agreement for Warranty of Required Off-Site Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements.


WHEREAS, the terms of said Owner/Developer Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.


NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:


- A. If the Principal shall warrant for a period of two years following the date of acceptance of the off-site improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, for the approved site known as ALDI #146 – SEFFNER against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL FEBRUARY 13, 2024.

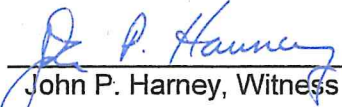
SIGNED, SEALED AND DATED this _____ 29th _____ day of November, 2021.

ALDI (FLORIDA) LLC
PRINCIPAL (SEAL)


ATTEST:


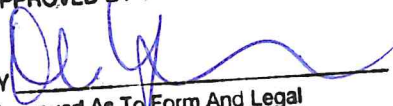
Liberty Mutual Insurance Company
SURETY


Cassandra L. Stone, ATTORNEY-IN-FACT

ATTEST:

John P. Harney, Witness



Seal No. 5680

APPROVED BY THE COUNTY ATTORNEY
BY 
Approved As To Form And Legal Sufficiency.
as amended



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205609-285118

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cassandra L. Stone; Haley A. Anderson; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Pamela S. Higginbotham

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 29th day of November, 2021.




By: Renee C. Llewellyn, Assistant Secretary

State of Illinois
County of Cook

On this 29th day of November 2021, before me personally appeared
Cassandra L. Stone, known to me to be the Attorney-in-fact of
Liberty Mutual Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.





(Notary Public)

(Seal)

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 285066934
For Warranty Bond - Off-Site Roads, Drainage, Sidewalks, Water and Wastewater - #146-Seffner
Dated effective 11/29/2021 (MONTH, DAY, YEAR)
Executed by Aldi (Florida) LLC, as Principal, (PRINCIPAL)
And by Liberty Mutual Insurance Company, as Surety, (SURETY)
And in favor of Board of County Commissioners of Hillsborough County (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Term Expiration Date	02/13/2024	04/08/2024

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

01/20/2022

(MONTH, DAY, YEAR)

Signed and Sealed

01/20/2022

(MONTH, DAY, YEAR)

Aldi (Florida) LLC
PRINCIPAL

BY

TITLE

Liberty Mutual Insurance Company

SURETY

BY

Cassandra L. Stone, ATTORNEY-IN-FACT



Seal No. 5680

APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal Sufficiency.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206616-285118

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cassandra L. Stone; Haley A. Anderson; Jacquelyn M. Norstrom; John P. Harney; Josefina Rojo; Pramrod Venkatesh; Steven L. Wulff

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 January, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.


For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of Illinois
County of Cook

On this 20th day of January 2022, before me personally appeared
Cassandra L. Stone, known to me to be the Attorney-in-fact of
Liberty Mutual Insurance Company, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.





(Notary Public)

(Seal)

ASSIGNMENT & ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”) is entered into this 20th day of December, 2021 (the “Effective Date”), by and between TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (“Surety”), ALDI Inc., (“Customer”), Gulf Power Company (“Assignor”) and Florida Power & Light Company, (“Assignee”).

WITNESSETH:

WHEREAS, Customer and Surety are each party to a certain Surety Bond number 107470562 dated 12/20/2021 (the “Assigned Agreement”) pursuant to which Surety provided Customer the Assigned Agreement for the amount of credit specified therein to be drawn upon by Assignor in the event of default by Customer; and

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, interests and obligations in and under the Assigned Agreement; and

WHEREAS, the Assignee desires to assume from Assignor all of Assignor’s right, title, interests and obligations in and under the Assigned Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

AGREEMENTS

1. Assignment of Surety Bond. Assignor hereby assigns, transfers and delivers unto the Assignee, as of the Effective Date, all of Assignor’s right, title and interest in, and obligations pursuant to, the Assigned Agreement.
2. Acceptance and Assumption by Assignee. Assignee hereby accepts and assumes, as of the Effective Date, all of Assignor’s right, title and interest in, and obligations pursuant to, the Assigned Agreement.
3. Approval of Assignment. Surety and Customer hereby consent to the assignment by Assignor of all of its right, title and interest in, and obligations pursuant to, the Assigned Agreement, to Assignee.
4. Counterparts. The parties acknowledge and agree that this Assignment Agreement may be executed in multiple counterparts, and transmitted via facsimile, PDF or other medium acceptable to the parties, each such counterpart, when executed, shall constitute an integral part of one and the same agreement between the parties.

5. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have affixed their signatures to this Assignment Agreement, effective on the date first written above.


GULF POWER COMPANY, ASSIGNOR

By: _____
Name:
Title:

**FLORIDA POWER & LIGHT COMPANY,
ASSIGNEE**

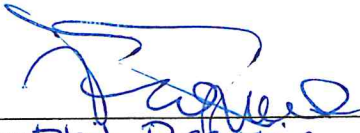
By: _____
Name:
Title:

Travelers Casualty and Surety Company of America , **SURETY**

By: 
Name: Cassandra L. Stone
Title: Attorney-in-Fact



ALDI Inc. , **CUSTOMER**

By: 
Name: Phil Beattie
Title: Assistant Treasurer



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

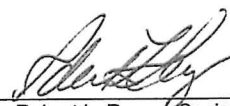
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Cassandra L. Stone** of **CHICAGO, Illinois**, their true and lawful Attorney(s)-in-Fact 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 **21st** day of **April, 2021**.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **December**, **2021**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

State of Illinois
County of Cook

On this 20th day of December 2021, before me personally appeared
Cassandra L. Stone, known to me to be the Attorney-in-fact of
Travelers Casualty and Surety Company of America, the corporation that executed the
within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the
aforesaid county, the day and year in this certificate first above written.



A handwritten signature in cursive script that reads "M Labno".

(Notary Public)

(Seal)



ALDI #146 / PID 5420 - Off Site Cost Summary

LOCATION: Seffner, FL - Hillsborough County

DATE: 11/18/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Work					
	Potable Water	1	LS	\$8,613.00 \$/EA	\$8,613.00
	Waste Water	1	LS	\$2,075.00 \$/EA	\$2,075.00
	Mango Road Improvements	1	LS	\$63,827.00 \$/LF	\$63,827.00
	Mango MOT/Pavement Markings	1	LS	\$19,665.00 \$/EA	\$19,665.00
	Lemon Avenue Improvements	1	LS	\$20,958.00 \$/LF	\$20,958.00
	Lemon MOT/Pavement Markings	1	LS	\$5,431.00 \$/EA	\$5,431.00
	TOTAL				\$120,569.00

Project Grand Total

\$120,569

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Potable Water Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER LINE SERVICE					
	12"x6" Tapping Sleeve & Valve	1	EA	\$5,675.00	\$5,675.00
	6" D.I.P.	8	LF	\$45.00	\$360.00
	6"x2" M.J. Tee	1	EA	\$400.00	\$400.00
	6" G.V.	1	EA	\$1,325.00	\$1,325.00
	2" G.V.	1	EA	\$693.00	\$693.00
	2" Poly	8	LF	\$20.00	\$160.00
	TOTAL				\$8,613.00

Project Grand Total

\$8,613

Estimate Prepared By:
Company Name:

Scott K. Stannard, P.E.
Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Wastewater Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER LINE SERVICE					
	4" Tee	1	EA	\$300.00 \$/EA	\$300.00
	4" Plug Valve	3	EA	\$475.00 \$/EA	\$1,425.00
	4" PVC Force Main	10	LF	\$35.00 \$/LF	\$350.00
	TOTAL				\$2,075.00

Project Grand Total

\$2,075

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc

PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW CR 579 (Mango Road)

Seffner ALDI 146 - Roadway Improvements from Sta 1+14.09 to Sta 5+80.15

LOCATION:

11/18/2021

District 7

	Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
	Inlet Protection System	2	EA	\$119.36	\$/EA	\$238.72
	12" Stabilized Subbase LBR 40	149	SY	\$15.35	\$/SY	\$2,287.15
	8" Crushed Concrete Base	149	SY	\$22.20	\$/SY	\$3,307.80
	Type F Curb and Gutter	280	LF	\$17.00	\$/LF	\$4,760.00
	3" Asph Concrete SP-12.5	1308	SY	\$23.35	\$/SY	\$30,541.80
	1" Asph Conc FC-9.5	1308	SY	\$13.50	\$/SY	\$17,658.00
	5' Concrete Sidewalk	225	SF	\$6.00	\$/SF	\$1,350.00
	Fine Grade ROW	1500	SY	\$2.25	\$/SY	\$3,375.00
	Sod in ROW	112	SY	\$2.75	\$/SY	\$308.00
SUBTOTAL						\$63,826.47
	Signage & Pavement Markings	1	LS	\$13,229.00	\$/EA	\$13,229.00
	Maintenance of Traffic	10	DA	\$643.66		\$6,436.60
TOTAL						\$83,492.07

Estimate Prepared By:

Scott K. Stannard

Company Name:

Commercial Site Solutions, Inc

PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW (Lemon Avenue)

Seffner ALDI 146 - Roadway Improvements for Lemon Avenue south of MLK

LOCATION:

11/18/2021

District 7

	Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
	Inlet Protection System	2	EA	\$119.36	\$/EA	\$238.72
	12" Stabilized Subbase LBR 40	65	SY	\$15.35	\$/SY	\$997.75
	8" Crushed Concrete Base	62	SY	\$22.20	\$/SY	\$1,376.40
	Type F Curb and Gutter	550	LF	\$17.00	\$/LF	\$9,350.00
	Miami Valley Curb	125	LF	\$18.50	\$/LF	\$2,312.50
	3" Asph Concrete SP-12.5	85	SY	\$23.35	\$/SY	\$1,984.75
	1" Asph Conc FC-9.5	85	SY	\$13.50	\$/SY	\$1,147.50
	5' Concrete Sidewalk	500	SF	\$6.00	\$/SF	\$3,000.00
	Fine Grade ROW	0	SY	\$2.25	\$/SY	\$0.00
	Sod in ROW	200	SY	\$2.75	\$/SY	\$550.00
SUBTOTAL						\$20,957.62
	Signage & Pavement Markings	1	LS	\$3,500.00	\$/EA	\$3,500.00
	Maintenance of Traffic	3	DA	\$643.66		\$1,930.98
TOTAL						\$26,388.60

Estimate Prepared By:
Company Name:

Scott K. Stannard
Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Off Site Cost Summary

LOCATION: Seffner, FL - Hillsborough County

DATE: 11/18/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Work					
	Potable Water	1	LS	\$8,613.00 \$/EA	\$8,613.00
	Waste Water	1	LS	\$2,075.00 \$/EA	\$2,075.00
	Mango Road Improvements	1	LS	\$63,827.00 \$/LF	\$63,827.00
	Mango MOT/Pavement Markings	1	LS	\$19,665.00 \$/EA	\$19,665.00
	Lemon Avenue Improvements	1	LS	\$20,958.00 \$/LF	\$20,958.00
	Lemon MOT/Pavement Markings	1	LS	\$5,431.00 \$/EA	\$5,431.00
TOTAL					\$120,569.00

Project Grand Total

\$120,569

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Potable Water Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER LINE SERVICE					
	12"x6" Tapping Sleeve & Valve	1	EA	\$5,675.00	\$5,675.00
	6" D.I.P.	8	LF	\$45.00	\$360.00
	6"x2" M.J. Tee	1	EA	\$400.00	\$400.00
	6" G.V.	1	EA	\$1,325.00	\$1,325.00
	2" G.V.	1	EA	\$693.00	\$693.00
	2" Poly	8	LF	\$20.00	\$160.00
TOTAL					\$8,613.00

Project Grand Total

\$8,613

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Wastewater Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
WATER LINE SERVICE						
	4" Tee	1	EA	\$300.00	\$/EA	\$300.00
	4" Plug Valve	3	EA	\$475.00	\$/EA	\$1,425.00
	4" PVC Force Main	10	LF	\$35.00	\$/LF	\$350.00
TOTAL						\$2,075.00

Project Grand Total

\$2,075

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc

PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW CR 579 (Mango Road)

Seffner ALDI 146 - Roadway Improvements from Sta 1+14.09 to Sta 5+80.15

LOCATION:
District 7

11/18/2021

Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
Inlet Protection System	2	EA	\$119.36	\$/EA	\$238.72
12" Stabilized Subbase LBR 40	149	SY	\$15.35	\$/SY	\$2,287.15
8" Crushed Concrete Base	149	SY	\$22.20	\$/SY	\$3,307.80
Type F Curb and Gutter	280	LF	\$17.00	\$/LF	\$4,760.00
3" Asph Concrete SP-12.5	1308	SY	\$23.35	\$/SY	\$30,541.80
1" Asph Conc FC-9.5	1308	SY	\$13.50	\$/SY	\$17,658.00
5' Concrete Sidewalk	225	SF	\$6.00	\$/SF	\$1,350.00
Fine Grade ROW	1500	SY	\$2.25	\$/SY	\$3,375.00
Sod in ROW	112	SY	\$2.75	\$/SY	\$308.00
SUBTOTAL					\$63,826.47
Signage & Pavement Markings	1	LS	\$13,229.00	\$/EA	\$13,229.00
Maintenance of Traffic	10	DA	\$643.66		\$6,436.60
TOTAL					\$83,492.07

Estimate Prepared By:
Company Name:

Scott K. Stannard
Commercial Site Solutions, Inc

PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW (Lemon Avenue)

Seffner ALDI 146 - Roadway Improvements for Lemon Avenue south of MLK

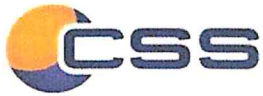
LOCATION:
District 7

11/18/2021

Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
Inlet Protection System	2	EA	\$119.36	S/EA	\$238.72
12" Stabilized Subbase LBR 40	65	SY	\$15.35	S/SY	\$997.75
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Type F Curb and Gutter	550	LF	\$17.00	S/LF	\$9,350.00
Miami Valley Curb	125	LF	\$18.50	S/LF	\$2,312.50
3" Asph Concrete SP-12.5	85	SY	\$23.35	S/SY	\$1,984.75
1" Asph Conc FC-9.5	85	SY	\$13.50	S/SY	\$1,147.50
5' Concrete Sidewalk	500	SF	\$6.00	S/SF	\$3,000.00
Fine Grade ROW	0	SY	\$2.25	S/SY	\$0.00
Sod in ROW	200	SY	\$2.75	S/SY	\$550.00
SUBTOTAL					\$20,957.62
Signage & Pavement Markings	1	LS	\$3,500.00	S/EA	\$3,500.00
Maintenance of Traffic	3	DA	\$643.66		\$1,930.98
TOTAL					\$26,388.60

Estimate Prepared By:
Company Name:

Scott K. Stannard
Commercial Site Solutions, Inc



ALDI #146 / PID 5420 - Off Site Cost Summary

LOCATION: Seffner, FL - Hillsborough County

DATE: 11/18/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Work					
	Potable Water	1	LS	\$8,613.00 \$/EA	\$8,613.00
	Waste Water	1	LS	\$2,075.00 \$/EA	\$2,075.00
	Mango Road Improvements	1	LS	\$63,827.00 \$/LF	\$63,827.00
	Mango MOT/Pavement Markings	1	LS	\$19,665.00 \$/EA	\$19,665.00
	Lemon Avenue Improvements	1	LS	\$20,958.00 \$/LF	\$20,958.00
	Lemon MOT/Pavement Markings	1	LS	\$5,431.00 \$/EA	\$5,431.00
TOTAL					\$120,569.00

Project Grand Total

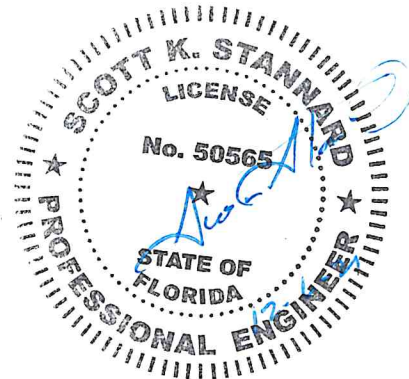
\$120,569

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc





ALDI #146 / PID 5420 - Potable Water Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER LINE SERVICE					
	12"x6" Tapping Sleeve & Valve	1	EA	\$5,675.00 \$/EA	\$5,675.00
	6" D.I.P.	8	LF	\$45.00 \$/EA	\$360.00
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	6" G.V.	1	EA	\$1,325.00 \$/LF	\$1,325.00
	2" G.V.	1	EA	\$693.00 \$/EA	\$693.00
	2" Poly	8	LF	\$20.00 \$/LF	\$160.00
TOTAL					\$8,613.00

Project Grand Total

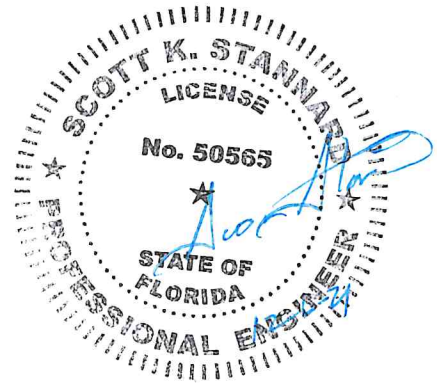
\$8,613

Estimate Prepared By:

Scott K. Stannard, P.E.

Company Name:

Commercial Site Solutions, Inc





ALDI #146 / PID 5420 - Wastewater Off Site Cost Estimate

LOCATION: Seffner, FL - Hillsborough County

DATE: 10/07/2021

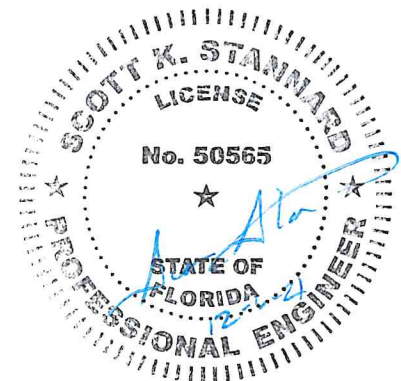
ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER LINE SERVICE					
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	4" PVC Force Main	10	LF	\$35.00 \$/LF	\$350.00
TOTAL					\$2,075.00

Project Grand Total

\$2,075

Estimate Prepared By:
Company Name:

Scott K. Stannard, P.E.
Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW CR 579 (Mango Road)

Seffner ALDI 146 - Roadway Improvements from Sta 1+14.09 to Sta 5+80.15

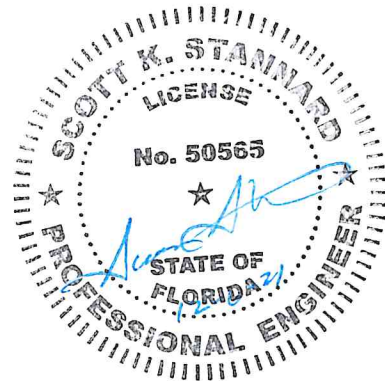
LOCATION:
District 7

11/18/2021

Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
Inlet Protection System	2	EA	\$119.36	\$/EA	\$238.72
12" Stabilized Subbase LBR 40	149	SY	\$15.35	\$/SY	\$2,287.15
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1" Asph Conc FC-9.5	1308	SY	\$13.50	\$/SY	\$17,658.00
5' Concrete Sidewalk	225	SF	\$6.00	\$/SF	\$1,350.00
Fine Grade ROW	1500	SY	\$2.25	\$/SY	\$3,375.00
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SUBTOTAL					\$63,826.47
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Maintenance of Traffic	10	DA	\$643.66		\$6,436.60
TOTAL					\$83,492.07

Estimate Prepared By:
Company Name:

Scott K. Stannard
Commercial Site Solutions, Inc



PROJECT ESTIMATE TABULATION ALDI - SEFFNER, FL

Offsite Road Improvements- Hillsborough County ROW (Lemon Avenue)

Seffner ALDI 146 - Roadway Improvements for Lemon Avenue south of MLK

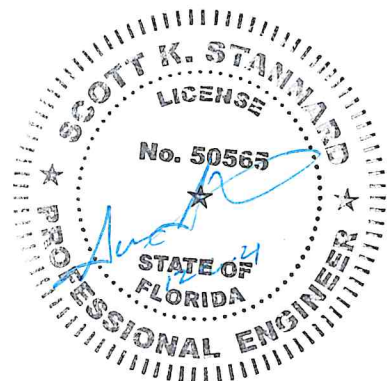
LOCATION:
District 7

11/18/2021

Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
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Fine Grade ROW	0	SY	\$2.25	\$/SY	\$0.00
Sod in ROW	200	SY	\$2.75	\$/SY	\$550.00
SUBTOTAL					\$20,957.62
Signage & Pavement Markings	1	LS	\$3,500.00	\$/EA	\$3,500.00
Maintenance of Traffic	3	DA	\$643.66		\$1,930.98
TOTAL					\$26,388.60

Estimate Prepared By:
Company Name:

Scott K. Stannard
Commercial Site Solutions, Inc





Hillsborough
County Florida
Development Services

Engineer of Record Certification of Construction Completion

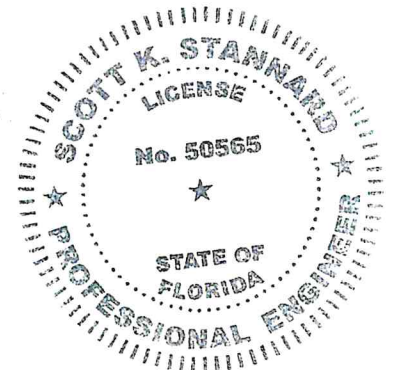
I, Scott K. Stannard, P.E., hereby certify that I am associated with the firm of Commercial Site Solutions, Inc.. I certify that construction of the Improvement Facilities, at 11611 E Dr MLK Jr Blvd, Seffner have been completed in substantial compliance with the current Hillsborough County Regulations and in substantial compliance with the approved plans and specifications. I certify that these Record plans have recorded any design deviations due to field conflicts.

Signed and sealed this 3 day of DECEMBER, 2021

(signature)

Florida Professional Engineer No. 50565

Affix Seal



No County agreement, approval or acceptance is implied by this Certification.