

BOND

Tennessee Department of Environment and Conservation, Division of Water Resources, Sewerage Systems

Date bond executed: January 23, 2024

Effective date: January 23, 2024

**23-00055**

Principal: (Carlyle Construction, LLC)

Type of organization: (Single Member LLC)

State of incorporation: Tennessee

Surety(ies): (Name(s) and business address(es)) Indemnity National Insurance Company, 238 Bedford Way, Franklin, TN 37064

Name and address for the facility guaranteed by this bond: Paradise Pointe Sharps Chapel Rd Sharps Chapel TN

Total penal sum of bond: \$ 425,400.00 -----

Surety's bond number: PSS10110008

KNOW ALL PERSONS BY THESE PRESENTS, That we, the Principal and Surety(ies) hereto are firmly bound to the Tennessee Department of Environment and Conservation (hereinafter called Department), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assignees jointly and severally; provided that where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS said Principal is required, under the Tennessee Water Quality Control Act, Section 69-3-121 as amended, to have a permit in order to construct and/or to operate the sewerage system identified above, and

WHEREAS said Principal is required, under Tennessee Water Quality Control Act, Section 69-3-122 to provide a bond for the proper construction and proper operation of the facility,

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall properly construct and operate the facility for which this bond guarantees proper construction and operation, in accordance with the requirements of the permit as such permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended, OR, if the Principal shall provide alternate financial assurance and obtain the written approval of such assurance from the Commissioner of the Department (hereinafter called Commissioner), within 90 days after the date of notice of cancellation is received by both the Principal and the Commissioner from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Commissioner that:

1. the Principal has been found in violation of his permit, the Act, or Rules promulgated pursuant thereto and that the facility covered by the bond poses a threat to the public health or is causing a violation of water quality standard promulgated by the Water Quality Control Board; or
2. the Principal has failed to provide alternate bonding or financial security and obtain written approval of such bonding or financial security from the Commissioner during the 90 days following receipt by both the Principal and the Commissioner of a notice of cancellation of the bond,

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then, the Commissioner may petition the Chancery Court for forfeiture as provided in T.C.A. §69-3-122(c).

The Surety(ies) hereby waive(s) notification of amendments to the permits, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of the said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the owner or operator and to the Commissioner; provided, however that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Commissioner, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies) and the Commissioner; provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Commissioner.

IN WITNESS WHEREOF, The Principal and Surety(ies) have executed this PERFORMANCE BOND and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this surety bond is identical to the wording provided by the Commissioner.

PRINCIPAL

Carlyle Construction, LLC

\_\_\_\_\_  
(Signature(s))

(Name(s)) Timothy Phillip Carlyle

(Title(s)) Managing Member

(Corporate seal)

CORPORATE SURETY(IES)

Indemnity National Insurance Company, 238 Bedford Way, Franklin, TN 37064

(Name and address)

State of incorporation: Mississippi

Liability limit: \$ \$10,051,000

(Signature(s)) Nicole M. Campbell

(Name(s) and title(s)) Nicole M. Campbell, Attorney-In-Fact

(Corporate Seal)

(For every co-surety, provide signature(s), corporate seal, and other information in the same manner as for Surety above.)

## Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that Indemnity National Insurance Company, a Mississippi corporation, (hereinafter the "Company"), does hereby constitute and appoint: \*\*\*\*\*Nicole M. Campbell and Brianna Taylor Stephenson\*\*\*\*\* of \*\*\*\*\*Parrot Surety Services, LLC\*\*\*\*\* to be its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, seal, and execute on its behalf surety bonds or undertakings and other documents of a similar nature issued in the course of its business up to a penal sum not to exceed \*\*\*\*\*Five million dollars (\$5,000,000.00)\*\*\*\*\* each, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company.

This appointment is made under and executed pursuant to and by authority of the following Minutes of Special Actions Taken by Written Consent of the Board of Directors, which is now in full force and effect:

Authorization to Appoint Attorneys-in-Fact and the Use of Facsimile Signatures and Facsimile Seals for the Purpose of Issuing Bonds:

RESOLVED: That the president or any vice president may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company to execute and deliver and affix the seal of the Company to bonds and related obligatory certificates and documents; and any one of said officers may remove any such attorney-in-fact or agent and revoke any power previously granted to such person, whether or not such officer appointed the attorney-in-fact or agent.

RESOLVED: That any bonds and related obligatory certificates and documents shall be valid and binding upon the Company,  
(i) when signed by the president, or any vice president, and sealed with the Company seal; or  
(ii) when duly executed and sealed with the Company seal by one or more attorneys-in-fact or agents pursuant to and within the limits of authority evidenced by the power of attorney issued by the Company to such person or persons a certified copy of which power of attorney must be attached thereto in order for such obligation to be binding upon the Company.

RESOLVED: That the signature of any authorized officer and the seal of the Company may be affixed to any power of attorney or certification thereof authorizing the execution and delivery of any bonds and related obligatory certificates and documents of the Company and such signature and seal then so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Indemnity National Insurance Company has been affixed thereto in Lexington, Kentucky this 20th day of August, 2021.



Indemnity National Insurance Company

By Thomas F. Elkins  
Thomas F. Elkins, President

State of Kentucky  
County of Fayette

On this 20th day of August, 2021, before me, a Notary Public, personally came Thomas F. Elkins, to me known, and acknowledged that he is President of Indemnity National Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Indemnity National Insurance Company thereto with the authority and at the direction of said corporation.



By Deborah A. Murphy  
Notary Public

My Commission Expires 09/26/2025

### CERTIFICATE

I, James E. Hart, Secretary of Indemnity National Insurance Company, do hereby certify that the foregoing Power of Attorney is still in full force and effect, and further certify that the Minutes of Special Actions Taken by Written Consent of the Board of Directors are now in full force and effect.

IN TESTIMONY WHEREOF I have subscribed my name and affixed the seal of said Company. Dated this 23rd day of January, 2024.



By James E. Hart  
James E. Hart, Secretary