## Ashton Plantation Estates, L.L.C.

P. O. Box 518 Metairie, LA 70004-0518

3540 So. I-10 Service Road West, Suite 250 Metairie, LA 70001-1976 Telephone No. (504) 828-2950 Fax No. (504) 828-2955

October 7, 2025

Mr. Miles Bingham, P.E. Director, St. Charles Parish Public Works 100 River Oaks Drive Destrehan, LA 70047

Re: Ashton Plantation Estates — Phase 2B Addendum #1

Maintenance Agreement

Dear Mr. Bingham,

This letter serves as an agreement to provide repair/replacement for bona fide deficiencies in the work product in the construction of the street and other improvements for the Ashton Plantation Estates Phase 2B Addendum #1 Subdivision for a period of eighteen (18) months from the date of acceptance by the Parish Council.

The items covered include the streets, streetlights, water line, sewer line and storm drainage.

Any work product deficiencies will be covered by the installation contractor for the project who is Byron E. Talbot Contractor, Inc., in accordance with Louisiana Law.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Ashton Plantation Estates, LLC

Troy Bellanger,

Authorized Representative

# Nationwide

### Nationwide Mutual Insurance Company Home Office: Columbus, Ohio

Home Office: Columbus, Ohio Surety Administrative Office: 1100 Locust Street – Dept. 2006 Des Moines, IA 50391-2006

#### **MAINTENANCE BOND**

	Bond No.: 7901165005
of the State of Ohio and authorized to become sole surety on held and firmly bound unto the <a href="St. Charles Paricalled Obligee">St. Charles Paricalled Obligee</a> , in the just and penal sum of <a href="sixteen thous">sixteen thous</a>	sand, five hundred*  Dollars (\$16,529.25
of America, to the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents. *twenty nine dollars, 25/100	
WHEREAS, the Principal has by means of a written agreement, dated May 5, 2025 ,contracted with the Obligee aforesaid, for furnishing all materials and performing all of the work in connection with Ashton Plantation, Phase 2-B, Addendum No. 1	
as specifically set forth in said contract for said work, and	
WHEREAS, the Obligee has requested the Principal to guarantee said work against defective workmanship or faulty materials for a period of 18 months from date of acceptance of said work August 6, 2025; and NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly make good any defects in material or workmanship which may arise in said work within 18 months the date of acceptance of said work, then this obligation shall be null and void, otherwise it shall remain in full force and effect.  Claim notices should be sent via e-mail to bondclms@nationwide.com or via mail to the address above attention Surety Claims Manager. All other notices should be sent via e-mail to bondcomm@nationwide.com or via mail to the address above to the attention of the Surety Underwriting Department.	
N WITNESS WHEREOF, we have set our hands and seals thi	Byron E. Talbot Contractor, Inc.  Principal Name  Principal Signature Byron E. Talbot, President (Seal)  Nationwide Mutual Insurance Company (Surety) (Seal)  By:  Ryan Gros. Attorney in-Fact

#### Power of Attorney

#### KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: LAURA VERRETT; MARK LANE; PHILIP G MCMAHON; RYAN GROS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

#### UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company



#### **ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur Notary Public, State of New York No. 02MC6270117 Qualified in New York County Commission Expires October 19, 2024

Scylaric Bulino Melte.

#### CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of sald Company this 6th day of

Kama B. Guy
Assistant Secretary

BDJ 1(08-21)00