SUBJECT: Echo Park fka Yarbrough

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

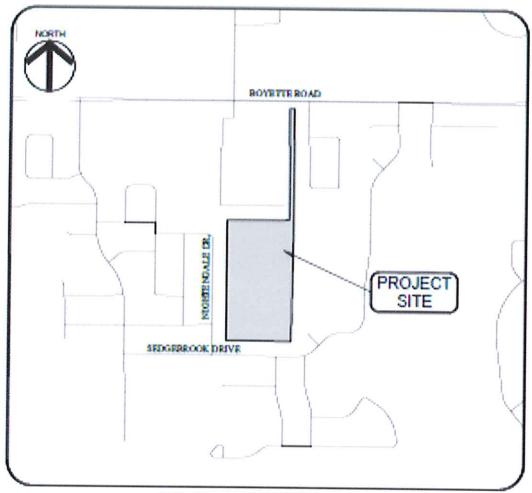
BOARD DATE: January 12, 2021 CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Echo Park fka Yarbrough, located in Section 23, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and 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 Performance Bond in the amount of \$183,366.00, a Warranty Bond in the amount of \$156,123.66, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$8,125.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On April 27, 2020, Permission to Construct Prior to Platting was issued for Echo Park fka Yarbrough. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Taylor Morrison of Florida, Inc. and the engineer is Waldrop Engineering.



PROJECT SITE MAP

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into this day of 5y and between <u>Taylor Morrison of Florida</u> , <u>Inc.</u> hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
Witnesseth
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Echo Park (f/k/a Yarbrough) ; and
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as Echo Park (f/k/a Yarbrough) are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
x Roads/Streets x Water Mains/Services x Stormwater Drainage Systems x Sanitary Gravity Sewer System x Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services x Sidewalks Other:
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.
NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned

The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and

improvements, the Subdivider and County agree as follows:

made a part of this Agreement.

1.

- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>Echo Park (f/k/a Yarbrough)</u> Subdivision, within One (1) year from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in Echo Park (f/k/a Yarbrough) subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

Letters of Credit, number	r <u> </u>	, dated	, and
number	, dated		with
			by order
of			,
and Arch Insurance Co	mpany_(Bond No.	020 with <u>Taylor Morrison of SU1168616</u>) as Surety, and	-
) with <u>Taylor Morrison of Flo</u> _SU1168621) as Surety, and	
		, dated	
shall be deposited by the interest shall be paid to t Agreement.	County into a non- the Subdivider on fu	interest bearing escrow accounds received by the County	unt upon receipt. No

Copies of said letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

- 5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - All applicable County regulations relating to the construction of improvement facilities.
 An authorized representative of the County's Development Review Division of Development
 Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the

- extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements 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 failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements 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 Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>Echo Park (f/k/a Yarbrough at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.</u>
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the one (1) year construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

ATTEST: SUBDIVIDER: Witness' Signature **Authorized Corporate Officer or Individual** (Signed before a Notary Public and 2 Witnesses) Robert "Rob" Lee Printed Name of Witness Name (typed, printed or stamped) Land Manager Title Griffin Furlano 3922 Coconut Palm Drive, Ste. 108 Tampa, FL 33619 **Printed Name of Witness** Address of Signer (813) 448-5024 **NOTARY PUBLIC** Phone Number of Signer **CORPORATE SEAL** (When Appropriate) ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT **BOARD OF COUNTY COMMISSIONERS**

By:

Chairman

IN WITNESS WHEREOF, the parties hereto have executed these presents, this

DEROVED BY COUNTY ATTORNEY

Approved as to Form and Legal Sufficiency

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

Deputy Clerk

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

SUBDIVISION PERFORMANCE BOND

called the Principal, and Arch 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 Eighty Three Thousand Three Hundred Sixty Six and 00/100 dollars (\$183,366.00) for the payment of which sum, well and truly to be made, 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 subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; and WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Echo Park (f/k/a, Yarbrough) subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's 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 12, 2022.

SIGNED, SEALED AND DATED this _	4th day of November	, 20 <u>20</u> .
ATTEST:	Taylor Morrison of Florida, Inc	3.
Melissa McDonaugh	BY: PRINCIPAL	(SEAL)
	Arch Insurance Company SURETY	(SEAL) COLFFORATE SFAL
ATTEST:	June & Perond	alisaenth .
Holly Buffam, Witness	ATTORNEY-IN-FACT Aimee R. Perondine	(SEAL)

APPROVED BY COUNTY ATTORNEY

ISY

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinaster referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Eric Strba, Joshua Sanford, Mercedes Phothirath, Michelle Anne McMahon, Samuel E. Begun and Tanya Nguyen of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.'

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, 15urance

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Richard Stock, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANU

MOTARIAL SEAL MICHELE TRIPOOI, Notary Public City of Philadelphia, Phila, County My Commission Expires July 31, 2021

CORPORATE SEAL 1971

Missouri

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 23, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 4 day of November 20 20

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Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no autho<u>rity to</u> bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500

Philadelphia, PA 19102

Insurance CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Contract - Subdivision

Bond No.: SU1168616

Dated effective: 11/4/2020

(MONTH, DAY, YEAR)

executed by: Taylor Morrison of Florida, Inc., as Principal,

(PRINCIPAL)

and by: Arch Insurance Company, as Surety,

(SURETY)

and in favor of: Board of County Commissioners of Hillsborough County, Florida.

(OBLIGEE)

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

The completion time from 24 Months (Twenty Four Months) to 1 Year (One Year) from the date the Board of County Commissioners approves the final plan and accepts this performance bond.

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

This rider is effective 12/16/2020 (MONTH, DAY, YEAR)

Signed and Sealed 12/16/2020 (MONTH, DAY, YEAR)

Manos

SOFFORATE SFAL 1971

Bistoria

Taylor Morrison of Florida, Inc.,

PRINCIPA

Arch Insurance Company

Bethany Stevenson, ATTORNEY-IN-FACT

BY:___

APPROVED BY COLATY ATTORNEY

Approved as to Pain 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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Alexis Apostolidis, Bethany Stevenson, Brendan Fletcher, Bryan M. Caneschi, Cassandra Baez, Donna M. Planeta, Eric Strba, Jacqueline Rose Susco, Janee Wright, Joshua Sanford, Kathryn Pryor, Michelle Anne McMahon, Nicholas Turecamo and Phillip M. Knower of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, Insurance 2020

Attested and Certified

Regan A. Shulman, Secretary

CORPORATE SEAL 1971 Missouri

Arch Insurance Company

Richard Stock, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL MICHELE TRIPODI, Notary Public City of Philadelphia, Phila. County My Commission Expires July 31, 2021

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 23, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this if day of Described 20_2.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500

Philadelphia, PA 19102

Insurance CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsul Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No.: SU1168621

WARRANTY BOND

and Arch 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 Fifty Six Thousand One Hundred Twenty Three and 66/100 (\$156,123.66) Dollars 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 subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these subdivision regulations affect the subdivision 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 (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as Echo Park (f/k/a, Yarbrough); and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

WHEREAS, the terms of said Subdivider's 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 roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Echo Park (f/k/a, Yarbrough), 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 Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's 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 <u>February 12, 2024</u>.

SIGNED, SEALED AND DATED this 4th	day of <u>November</u> , 20 <u>20</u> .
ATTEST:	Taylor Morrison of Florida, Inc.
Allissa McDonaugh Melissa McDonaugh	BY: V.D. PRINCIPAL (SEAL)
	BY: Arch Insurance Company SURETY (SEAL)
ATTEST: Holly Boffam, Witness	ATTORNEY-IN-FACT (SEAL)
APPROVED BY CO	DENTY ATTORNEY

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Eric Strba, Joshua Sanford, Mercedes Phothirath, Michelle Anne McMahon, Samuel E. Begun and Tanya Nguyen of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.'

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, **Insurance** 2020

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Richard Stock, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA

MOTARIAL SEAL MICHELE TRIPODI, Notary Public City of Philadelphia, Phila. County My Commission Expires July 31, 2021

CORPORATE SEAL 1971

Missouri

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 23, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate scal of the Arch Insurance Company on this 4

20 20 .

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500

Philadelphia, PA 19102

Insurance SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Echo Park (fka Yarbrough)

Performance Bond Calculation

Construction costs for the incomplete portions of streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$146,692.80
Water (Complete)	\$0.00
Wastewater (Complete)	\$0.00
Drainage (Complete)	\$0.00
Total	\$146,692.80

Performance Bond Amount (125% of total)

\$183,366.00

No 58548

No. 58548

STATE OF

SIONALE

PAVING

Description	Quantity	Unit	Unit Price	Amount
1.75" Type SP-12.5 Asphalt	9,600	SY _	\$11.00	\$105,600.00
Signage & Striping	1	LS _	\$4,900.00	\$4,900.00
Handicap Ramps (Complete w/ detectable warnings)	14	EA _	\$1,050.00	\$14,700.00
Sod Behind Curbs (8ft)	5,484	SY _	\$2.80	\$15,355.20
Sode Behind Curbs (Entry Road)	2,192	SY _	\$2.80	\$6,137.60
			TOTAL =	\$146,692.80

Echo Park (fka Yarbrough)

Warranty Bond Calculation

Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Total	\$1,561,236.60
Drainage	\$329,899.50
Wastewater	\$567,216.50
Water	\$195,195.40
Paving	\$468,925.20

Warranty Bond Amount (10% of total)

\$156,123.66

Victor Barbosa, P

No. 58548

STATE OF

YONAL E

PAVING

Description	Quantity	Unit	Unit Price	Amount
1.75" Type SP-12.5 Asphalt	9,600	SY _	\$11.00	\$105,600.00
6" Soil Cement Base	9,600	SY _	\$14.00	\$134,400.00
12 " Compacted Subgrade (No Stabilization)	12,000	SY _	\$2.75	\$33,000.00
Miami Curb	5,535	LF _	\$10.50	\$58,117.50
Type F Curb	2,935	LF _	\$12.00	\$35,220.00
Valley Gutter	287	LF _	\$35.50	\$10,188.50
4" Concrete Sidewalk (5' wide)	703	LF _	\$20.00	\$14,060.00
4" Concrete Sidewalk (8' wide)	1,214	LF _	\$32.00	\$38,848.00
6" Concrete Sidewalk (5' wide)	168	LF _	\$27.00	\$4,536.00
Signage & Striping	1	LS _	\$4,900.00	\$4,900.00
Handicap Ramps (Complete w/ detectable warnings)	14	EA _	\$1,050.00	\$14,700.00
Sod Behind Curbs (8ft)	5,484	SY _	\$2.80	\$15,355.20
			TOTAL =	\$468,925.20

WATER

Description	Quantity	Unit	Unit Price	Amount
All DVC Water Main (C000 DD 10)	194	LF	\$14.40	\$2,793.60
4" PVC Water Main (C900 DR-18)		-	· · · · · · · · · · · · · · · · · · ·	
6" PVC Water Main (C900 DR-18)	2,265	LF _	\$17.10	\$38,731.50
8" PVC Water Main (C900 DR-18)	317	LF _	\$18.00	\$5,706.00
8" DIP Water Main	1,603	LF _	\$36.10	\$57,868.30
Fire Hydrant Assembly	7	EA _	\$4,230.00	\$29,610.00
2" Gate Valve	1	EA _	\$615.00	\$615.00
6" Gate Valve	12	EA _	\$1,230.00	\$14,760.00
8" Gate Valve	8	EA _	\$1,660.00	\$13,280.00
1" Single Water Service, Complete (Short)	24	EA _	\$430.00	\$10,320.00
1" Single Water Service, Complete (Long)	51	EA	\$381.00	\$19,431.00

WASTEWATER

Description	Quantity	Unit		Unit Price	Amount
8" PVC Sewer (0'-6')	660	LF	\$	27.00	\$17,820.00
8" PVC Sewer (6'-8')	344	LF	\$	28.50	\$9,804.00
8" PVC Sewer (8'-10')	699	LF	\$	31.50	\$22,018.50
8" PVC Sewer (10'-12')	742	LF	\$	34.00	\$25,228.00
8" PVC Sewer (12'-14')	131	LF	\$	66.00	\$8,646.00
Manhole (0'-6')	5	EA	\$	3,130.00	\$15,650.00
Manhole (6'-8')	2	EA	\$	3,810.00	\$7,620.00
Manhole (8'-10')	4	EA	\$	4,430.00	\$17,720.00
Manhole (10'-12')	1	EA	\$	5,170.00	\$5,170.00
Manhole (12'-14')	1	ΕA	S	5,760.00	\$5,760.00
Drop Manhole (10'-12')	1	EA	\$	5,900.00	\$5,900.00
Drop Manhole (12'-14')	1	EA	\$	6,490.00	\$6,490.00
Single Sewer Service ¹	10	EA	\$	876.00	\$8,760.00
Double Sewer Service ¹	32	EA	\$	1,060.00	\$33,920.00
Public Lift Station	1	LS	\$	351,000.00	\$351,000.00
4" PVC C -900 Force Main	1770	LF	\$	13.00	\$23,010.00
4" Plug Valve	2	EA	\$	1,350.00	\$2,700.00

DRAINAGE

Description	Quantity	Unit	nit Unit Price		Amount
15" RCP	173	LF	\$	39.00	\$6,747.00
18" RCP	539	LF	\$	44.50	\$23,985.50
24" RCP	1324	LF	\$	58.00	\$76,792.00
30" RCP	439	LF	\$	73.00	\$32,047.00
36" RCP	223	LF	\$	94.00	\$20,962.00
48" RCP	89	LF	\$	144.00	\$12,816.00
30" MES	1	EA	\$	2,260.00	\$2,260.00
36" MES	1	EA	\$	2,840.00	\$2,840.00
48" MES	1	EA	\$	6,960.00	\$6,960.00
Type C Control Structure	1	EA	\$	3,240.00	\$3,240.00
Type E Control Structure (Includes Rip Rap)	1	EA	\$	6,560.00	\$6,560.00
Type H Control Structure	1	EA	\$	8,850.00	\$8,850.00
FDOT Closed Flume Inlet	4	EA	\$	3,530.00	\$14,120.00
Type 1 Hillsborough County Inlet	15	EA	\$	4,410.00	\$66,150.00
Type 2 Hillsborough County Inlet	6	EA	\$	4,410.00	\$26,460.00
Storm Manhole	7	EA	\$	2,730.00	\$19,110.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this day of by and between Taylor Morrison
of Florida, Inc., hereinafter referred to as "Subdivider," and Hillsborough County, a political
subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to authority contained in Chapters 125, 163 and 177 Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Echo Park (f/k/a Yarbrough); and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Echo Park</u> (<u>f/k/a Yarbrough</u>) are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS the Subdivider agrees to install the aforementioned lot corners in the platted area.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain approval of the County to record said plat, the Subdivider and County agree as follows:

- 1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Echo Park (f/k/a Yarbrough) subdivision within One (1) year from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
- 3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

Letter of Credit, nun dated	nber <u>N/A</u> ,
with	,
	by order of
YNG-	, or
	I, dated November 4, 2020, with Taylor Morrison incipal, and Arch Insurance Company (Bond No
SU1168619.) as Su	
Escrow Agreement,	datedN/A, between
and the County, or	
	eck, numberN/A, dated , which shall be deposited by
•	scrow account upon receipt. No interest shall be paid to the received by the County pursuant to this Agreement.

Copies of said letters of credit, performance bonds, escrow agreements, or cashier/certified checks are/is attached hereto and by reference made a part hereof.

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as Echo Park (f/k/a Yarbrough) at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

N	
ATTEST:	SUBDIVIDER:
Witness Signature	By:Authorized Corporate Officer
Cally E. J. 6	or Individual (Sign before a
Printed Name of Witness	Notary Public)
Homs be	Robert "Rob" Lee
Witness Signature	Printed Name of Signer
Printed Name of Witness	_Land Manager Title of Signer
CORPORATE SEAL	3922 Coconut Palm Drive, Tampa, FL 33619 Address of Signer
(When Appropriate)	813-448-5024 Phone Number of Signer
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By:	By:
Deputy Clerk	Chairman

IN WITNESS WHEREOF, the parties hereto have executed these presents, this day of December, 2020

Subdivider Agreement for Performance - Placement of Lot Corners.doc

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this day of day of day of
20 of
a corporation under the laws of the state of FOrioo 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: Print: Sign: (Seal) (Seal)
Title or Rank:
Serial Number, if any: 2 G16955427
My Commission Expires: 2/5/24
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of,
20, by, who is personally known to me or who has
produced as identification and who did take an path.
NOTARY PUBLIC:
Sign:(seal)
Print:
Title or Rank:
Serial Number, if any:
My Commission Expires:

Bond No.: SU1168619

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>Taylor Morrison of Florida</u>, Inc.

called the Principal, and <u>Arch Insurance Company</u>, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Eight Thousand One Hundred Twenty Five and 00/100</u> (\$8,125.00) Dollars for the payment of which sum, well and truly to be made, 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 subdivision 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 Subdivision Performance Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, a final plat of the subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as Echo Park (f/k/a Yarbrough) are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be built and constructed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of construction of the aforementioned improvements within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require

the Principal to submit an instrument ensuring completion of construction of required improvements.

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Subdivision Performance Bond.

NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as <u>Echo Park (f/k/a, Yarbrough)</u> subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's 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 12, 2023.

SIGNED, SEALED AND DATED this 4th	day of <u>November</u> , 20 <u>20</u> .
Melissa McDonaugn	Taylor Morrison of Florida, Inc. BY: V-P. PRINCIPAL (SEAL)
· ·	Arch Insurance Company SURETY (SEAL)
ATTEST: Holly Buffam, Witness	ATTORNEY-IN-FACT (SEAL)

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Aimee R. Perondine, Aiza Anderson, Bethany Stevenson, Danielle D. Johnson, Donna M. Planeta, Eric Strba, Joshua Sanford, Mercedes Phothirath, Michelle Anne McMahon, Samuel E. Begun and Tanya Nguyen of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of September, Insurance C 2020

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Richard Stock, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Richard Stock personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA **HOTARIAL SEAL**

CORPORATE SEAL 1971

Missouri

MICHELE TRIPODI, Notary Public City of Philadelphia, Phila. County My Commission Expires July 31, 2021

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 23, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Richard Stock, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 🖳 day of November 20 20 .

rch

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500

Philadelphia, PA 19102

nsurance CORPORATE SEAL 1971 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120

Echo Park (fka Yarbrough)

Performance Bond Calculation

Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$6,500.00
Total	\$6,500.00

Performance Bond Amount (125% of total)

\$8,125.00

Victor Barbosa, P.E.
Florida Liganda H 58548

No. 58548

STATE OF

MAL ENT

Lot Corners

Description	Quantity	Unit	Unit Price	Amount	_
Setting Lot Corners	1	LS _	\$6,500.00	\$6,500.00	
			TOTAL =	\$6,500.00	

ECHO PARK

A SUBDIVISION OF A PORTION OF SECTIONS 23 AND 26, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

LAT BOOK:	
PAGE:	

DEDICATION:

The undersigned, as owner of the lands plated herein, does hereby dedicate this plat of Echo Park for record. Further, the owner does hereby dedicate to public use Tract 12.5° all streets, roads, rights of way and all those easements designated on the plat as public. The undersigned further makes the following dedications and reservations:

The Princile Droinage Edwarments and Princite Force Edwarments are hereby maserved by when for commystude to a Homeowners' standardion, Community Development District, or other custodial and mointenance artify subsequent to the recording of this pict, for the benefit of the lot owners within the subcliviation. Said accommands are not dedicated to the public and will be privately maintained.

Fee interest in Tracts "A", "B", "C", "D" and "E" is hereby reserved by owner for conveyance to a Homeowners' Association, Community Development District or other custodici and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners within the subdivision. Said tracts are not dedicated to the public and will be privately maintained

Soid Tracts "A", "B", "C", "D", and "E" and all private ecomments are subject to any and all ecomments dedicated to public use as shown on this pati. The monitorance of tracts, parents, and private occuments, if any, reserved by owner will be the responsibility of the owner, its assigns and its successors in title.

A partion of the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 30 South, Range 20 East, Hillsborough County, Florido, TOCETHER WITH a partion of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 30 South, Range 20 East, Hillsborough County, Florido, ALL being more particularly described as follows:

COMMENCE at the Northwest corner of sold Section 25: thence N.89'53'01'E., 44.10 feet along the Northwey boundary line of the Northwest 1/4 of sold Section 25 to the Southwest corner of sold Section 22; thence continue N.89'43'16'E., 584.45 feet to along the Southwest ine of the Southwest 1/4 of sold Section 23 and the Northwey boundary line of the Northwest 1/4 of the Northwest 1/4 of sold Section 25, sold line disc being the Northwey boundary line of BOYETTE SPRINGS — SECTION B — UNIT 6, as recorded in Pald Book 83, Page 15, of the Public Records of Hillsborough County, Florido, to the Northwest corner of sold BOYETTE SPRINGS — SECTION B — UNIT 6 to the POINT OF BECINNING; thence exceeded the Northwest 1/4 of the Southwest 1/4 of sold Southwey boundary line of the Northwest 1/4 of sold Southwey boundary line of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of sold Section 25; thence N.00'16'47'M, 122'1.57 feet along sold Westerly boundary line of the Southwest 1/4 of sold Section 25. Thence N.00'16'47'M, 122'1.57 feet along sold Westerly boundary line to the Southwest 1/4 of sold Section 25. Thence N.00'16'47'M, 122'1.57 feet along sold Westerly boundary line of the Southwest 1/4 of sold Section 25. Thence N.00'16'47'M, 122'1.57 feet along sold Westerly boundary line to the Southwest 1/4 of sold Section 25. 1/4 of the Southwest 1/4 of soid Section 23, soid line also being the Mesterly boundary line of PADDCK CAKS, as recorded in Plat Book 86, Page 5, of the PADNic Records of Hilbschorulgh County, Florida: thence S.00'16 4/TE., 1221.63 feet along soid Easterly boundary line and soid Mesterly boundary line to the Mesterly boundary line to the Southwest 1/4 of the Southwest 1/4 of soid Section 23, said point also being the Southwest of aid PADDCK CAKS, and the Northwest of the Northwest 1/4 of a soid Section 28; thence S.00'59'16'W., 1326.24 feet along the Easterly boundary Southerly boundary line of the Northwest 1/4 of the Northwest 1/4 of said Section 25, said line also being the Northerly boundary line of BOYETTE SPRINGS.—SECTION 8— UNIT 8—PANSE 1, as recorded in Plat Book 71, Page 47, of the Public Records of Hillsborough County, Florida, to the Southeast corner of acid BOYETTE SPRINGS.—SECTION 8— UNIT 6; thence N.00'01'03'M, 1319.55 feet along the Easterly boundary line of said BOYETTE SPRINGS.—SECTION 8— UNIT 6 to the POINT OF BEGINNING. B — UNIT 10A, as recorded in Plat Book 71, Page 43, of the Public Records of Hillsborough County, Florida, to the Southeast corner of the Northwest 1/4 of acid Section 26, said point also being the Southwest corner of said Lat 4, Black 1; thence N.89°43'55°N., 713.68 feet along the ine of the Northwest 1/4 of the Northwest 1/4 of said Section 26 and the Westerly boundary line of Lots 4 and 5, Block 1, BOYETTE SPRINGS — SECTION

Containing 23.42 Acres, more or less.

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CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA: 1-MINIT CORNY HAV HIS SUBMINION PLANEDS HE PERSONAL FROM OF CHAPTE 179 HAVE OF FLORIDA: 1-MINITOR AND HIS SEXT PLANE RECORD HE PLANES HE PERSONAL PROPERTY HAVE BEEN OF THE PERSONAL PROPERTY HAVE BE	$PLAT_APPROVAL:$ NOTIFY WE WILL RELIGIOUS A COORDINGT WITH THE FLORICK SARDICK, SCITCH 177.001 FOR CHAPTER CONFORMITY. THE SAME WAS ASSET WITH STATE OF THE PROPERTY OF THE	CHARMAN	BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR REEDINGUITION.
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ANDMARK ENCREZERIO & SURVETINO CORPORITON 5515 PALM RINER ROAD, TAMPA, FLORIDA - 33618 SIKTRICATE DE AUTHORIZATION NO. LB 3013

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8515 Palm River Road | Tampa, Florida 33019 (813) 621-7641 | (813) 664-1632 (fax)

ww.lasc.com | LB. # 3913

Sheet 1 of 7

Ø ü ĸ 12 10 81 18 7 6 15 14 80 00 8 22 Ŋ Ņ 4 83 8 8 4 TRANQUIL MEADOW LOOP O3 8 BOYETTE BROOK STREET CA 87 68 ŝ ò 7 2 ĝ ŝ 8 TRACT E TRANQUIL MEADOW LOOP A SUBDIVISION OF A PORTION OF SECTIONS 23 AND 26, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA ω 69 80 ŝ 2 Ġ, 8 ယ (b) 8 2 5 ž Ŋ 6 BOBCAGE PLACE 8 7 g Š 8 Ğ 8 57 S 8 34 raci 4 ģ TRACT "A" WETLAND CONSERVATION AREA â 36 **ECHO PARK** 4 Ī 36 4 37 38 ဒ္ဓ å ‡ 6 4 å MATCH LINE "A" 6 ORAPHIC SCALE (IN FEET) - TRACT "D" - TRACT C Scale: 1" - 100" NORTH BOYETTE ROAD MATCH LINE "A" ω) BOYETTE BROOK STREET SM 1/4 OF THE SM 1/4 OF THE SM 1/4 OF SECTION 23 OF DOTTITE HOW I, MATHINEN, AND LEITHER COMMENTE (MENALTO IN 1827) AS SHEMIN HERCON TOUTH TO THE SAINE PLANE COMMENTE SISTEM, HANTIN ANDROM HANDERFILL HATHER OF THATO (AND IS — 1909 AUXISTEMIT) FOR THE TEXT ZINC OF FLORING, HAVE INCOME INTERNAL OF A MENINAL OF THATO CONDIT ACCURACY. 2. BASS OF BEHAMES EXISTED BOUNDARY UNE OF THE S.M. 1/4 OF THE S.M. 1/4 OF SETTION 25, BEHAS SLOT IS 47%, (DBD). ORGANITHO COORDANIES: HELSBOROUGH COUNTY SURVEY DEPARTMENT CONTROL POINTS TRANT IT AND "RUSSIA" PLAT NOTES: 5. DRAWEZ DOZDONO SMAL HAT COODHA PERMANDE MERCHARDOS, MICLUMOS REPUBLICADOS SON COSTO MENTOS SON COSTO MENTOS POR COSTO MENTOS SON COSTO MENTOS COSTO CASA LA CALCADA CARROS COSTO, COSTO MENTOS COSTO COSTO MENTOS COSTO COST ALL, PARTID METH EXCREDES MEL PROMET SHAT SCON EXCENDES MEL ASO RE CONSIDER FOR THE CONSIDER FOR THE CONSIDER AND THE CONSIDER FOR FOR CONSIDER FOR THE CONSIDE 6, THE SCHOUNSON SUBJECT TO THE TOTALS OF THE MANDS, TOMANATION AND PAIRTCATION AGRESSION AS RECORDED IN ACCIONAMENT MANDET ZICTOZZOTO. A CREDICION PLATE DI PO LEUKA PORRECCIA A CETTRAMADIA UN RETURE PROSPETE SEL, CA REL NIT FOCO. LAMO RIMAN NE KOMAMUNET UN RES POL MAJO AR MAY DITE ES RELETTO DI LOCACIONIONI. TIE COELLOPALOTI REPUE MICRON NAS REPUBBLICIA RESARGIO FLOCIADO AND RESTRETIONES DI COELLOPALOTI. TRACT DESIGNATION "LS" LIFT STATION (PUBLIC) "LS" LIFT STATION (PUBLIC) OPENAREA, WETLAND CONSERVATION AREA. UTILLTY EASEMENT (PUBLIC), DRANAGE EASEMENT (PRIVATE) DRANAGE AREA, GRANAGÉ GASEMENT (PUBLIC) UTILLTY EASEMENT (PUBLIC) OPEN ANCE, UTILLTY GASEMENT (PUBLIC) OPEN ANCE, UTILLTY GASEMENT (PUBLIC) OPEN ANCE, UTILLTY GASEMENT (PUBLIC) TRACT DESIGNATION TABLE ## FEW - #1 | 1 | 1 | POINT OF THIODICY ON CURIC (3) - яшег момин PERMANDIT CONTROL PONT SET US 3813 PK NAL & DISK O SET PK NAL & DOX O FOUND PK MAL & DISK PRIM LEI JEIT O SET 5/8" FROM ROD LE JOHS LEGEND POUND 4"M" CONCRETE MONUM PRIM LB 3013 (UMLESS OTHERWISE MOTED) SET 4"14" CONCRETE MONUMENT PRIL UB 3013 PLAT BOOK: 0515 Pajm River Road Tampa, Florida 33610 (813) 021-7841 (013) 664-1802 (tax) ww.lasc.com L.B. # 3913 Sheet 2 of 7 THE TRANSPORT MANAGET IN THE CONTROL OF THE CONTROL PAGE: MICONADA MIC DIDUSTRIAL LIVE COCK

