SUBJECT: Indigo Creek Phase 1 fka Farmland Reserve PI#6179

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

BOARD DATE: June 11, 2024 CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Indigo Creek Phase 1 fka Farmland Reserve, located in Section 32, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, reclaimed water, water and wastewater and off-site roads, drainage and sewer) 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 \$4,941,557.92, a Warranty Bond in the amount of \$325,443.96 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 \$7,437.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for this project based on a Developer Agreement and a payment of \$1,965,725.00 was made on May 3, 2024.

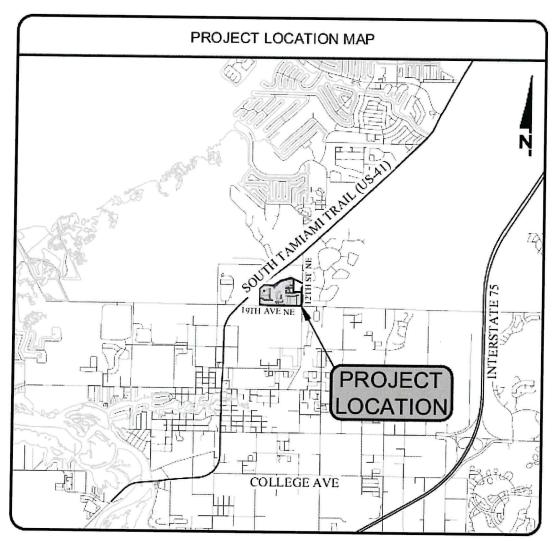
BACKGROUND:

On March 21, 2024, Permission to Construct Prior to Platting was issued for Indigo Creek Phase 1 fka Farmland Reserve, after construction plan review was completed on February 13, 2024. 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 Landmark Engineering & Surveying Corporation.



8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

INDIGO CREEK PHASE 1 FKA FARMLAND RESERVE



NOT TO SCALE

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED ON-SITE AND OFF-SITE IMPROVEMENTS

WARRANTY OF REQUIRED ON-SITE AND OFF-SITE IMPROVEMENTS
This Agreement made and entered into thisday of, 20, by and between, hereinafter referred to as the "Subdivider" 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 established a Land Development Code, hereinafter referred to as "LDC", pursuant to the 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 Indigo Creek Phase 1 (hereafter, the "Subdivision"); 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 the improvements within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will be installed; and
WHEREAS, the off-site and on-site improvements required by the LDC in connection with the Subdivision 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 the 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 and as required for approval of the subdivision, 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 off-site and on-site improvements as required in connection with the Subdivision; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project:
storm drainage system, water disrtibution system, sanitary sewer system, roadway and reclaim system
hereafter, the "County Improvements"); and
WHEREAS, the County requires the Subdivider to warranty the aforementioned County 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 requires 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

required within and in connection with the Subdivision, within Twenty Four

County Improvements, 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.The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements

1 of 5 06/2021

) months

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, 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 the County Improvements constructed in connection with the 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 County 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:

a.	Letters of Credit, number		_, dated		
	and number	dated		, w	i t h
					_by
	order of				
b.	A Performance Bond, number PB030	10409991	_dated, <u>0</u> 4	1/15/2024	1
		with			
	Taylor Morrison of Florida, Inc.	as Princip	al, and		
	Philadelphia Indemnity Insurance Company	as Surety	, or		
	A Warranty Bond, number PB030104			1/15/2024	1
		with			
	Taylor Morrison of Florida, Inc.	as Princip	oal, and		
	Philadelphia Indemnity Insurance Company	as Surety	, or		
C.	Cashier/Certified Checks, number		, dated _		
	anddated		which	shall	be
	deposited by the County into a non- upon receipt. No interest shall be received by the County pursuant to	interest bea paid to the	aring escro Subdivide	w acco	unt

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is 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
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

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 on-site and off-site 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 its 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 its 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 County 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 at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the 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 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. Provide 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 construction period described in paragraph 2, the Subdivider may request that the County accept the County 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 its 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 (2) years from the date of the 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 Services Department may accept the new or amended warrany 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.

3 of 5

IN WITNESS WHEREOF, the parties hereto have executed t	his Agreement, effective as of the date set forth above.
ATTEST:	Subdivider:
Mula Cerra Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Printed Name of Witness	Michael Pendel Name (typed, printed or stamped)
Witness Signature	Agning Delgmont Manger Title
Tacob Gooda 11 Printed Name of Witness	10710 His Mand Mana Dr. Suite 4014, Tanger, Fo
	Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate)	
ATTEST:	
CINDY STUART Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
Ву:	Ву:
Deputy Clerk	Chair
	APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me by means of Diphysical presence or online notarization, this anning Tevelopment (type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed) Personally Known OR Produced Identification (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public) (Commission Number) (Expiration Date) Individual Acknowledgement STATE OF FLORIDA **COUNTY OF HILLSBOROUGH** The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this day of (day) (name of person acknowledging) Personally Known OR Produced Identification (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public)

Representative Acknowledgement

(Notary Seal)

(Commission Number)

(Expiration Date)

Bond Number: PB03010409991

Premium: \$18,531.00

SUBDIVISION PERFORMANCE BOND On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we Taylor Morrison of Florida, Inc. called the Principal, and Philadelphia Indemnity Insurance Company called the Surety, are held and firmly bound unto the COUNTY, BOARD COUNTY COMMISSIONERS OF HILLSBOROUGH FLORIDA, in Four Million, Nine Hundred Forty One Thousand, Five Hundred Fifty Seven dollars & Ninety Two Cents (\$4,941,557.92_) 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 adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this performance bond; and

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

WHEREAS, these subdivision regulations require the construction of on-site and off-site improvements in connection with the platting of the Indigo Creek Phase 1 subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the 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 associated off-site 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, hereafter the "Agreement", the terms of which require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

> 1 of 2 08/2021

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

Α.	If the Principal shall well and tr	ruly build, construct, and install i	-
	area known as Indigo Creek Phase 1		subdivision
	all grading, paving, curbing of streets	ž.	
	sidewalks, bridges, culverts, gutters, v		
	facilities, to be built and constructed		
	exact accordance with the drawings, pla		
	with the Development Review Division o		
	County by the Principal, and shall complet		
	Twenty Four (24) months fro	m the date that the Board of County	Commissioners
	approves the final plat and accepts this pe	erformance bond; and	
В.	If the Principal shall faithfully per	form the Agreement at the times	s and in the
	manner prescribed in said Agreement;		
	IGATION SHALL BE NULL AND	VOID; OTHERWISE, TO REMA	IN IN FULL
FORCE AND EFFECT	SMITE June 1, 2020	·	
SIGNED, SEA	LED AND DATED this 15th day of April	, 20 <u>24</u>	
ATTEST:			
		Taylor Morrison of Florida, Inc.	
EN		By M	
		Principal	Seal
		Philadelphia Indemnity Insurance Compa	any
		Surety	Seal
ATTEST:			1027
	ta.		
CO 21	/)	- amber Ma	Managament of the
Sarah Campbell	1	Jennifer Ochs, Attorney-In-Fact	Seal
J			79 /
	,		
		APPROVED BY THE COUNTY ATTORNEY	

Approved As To Form And Legal Sufficiency.
2 of 2

08/2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Los Angeles) on APR 1 5 2024 before me, Marina Tapia, Notary Public Here Insert Name and Title of the Officer Personally appeared Jennifer Ochs Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. MARINA TAPIA WITNESS my hand and official seal. COMM. # 2333302 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Oct 7, 2024 Place Notary Seal Above ·-------OPTIONAL-------Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document ______ Document Date _____ Number of Pages ____ Signer(s) Other Than Named Above Capacity(ies) Claimed by Signer(s) Signer's Name Signer's Name Corporate Officer—Title(s) _____ Corporate Officer—Title(s) Limited General Partner Limited General Partner ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact Guardian or Conservator Trustee Trustee Guardian or Conservator ☐ Other Other __ Signer Is Representing _____ Signer Is Representing ____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

15th

day of April

2024

Maria Commence of the Commence

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



A Member of the Tokio Marine Group

Bond Number: PB03010409991

RIDER

To be attached to and form a part of <u>PB03010409991</u> Bond, issued by the undersigned company, as Surety on behalf of <u>Taylor Morrison of Florida Inc.</u> as Principal, in favor of <u>Board of County Commissioners of Hillsboro County</u> as Obligee,

Effective 4/15/2024, the Principal and the Surety hereby agree to amend the attached bond as follows:

The **Bond Expiration Date** has been AMENDED from:

June 7, 2026

to:

July 11, 2026

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: May 2, 2024

Taylor Morrison of Florida Inc.

(Principal)

By:

Sarah Campbell Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

19094909090909090909090909090	0909090909090909090909090	9090909090909090909090	8587668484868686868886888888888888888888	184848484848484848484848484848484848484
			erifies only the identity of the individuess, accuracy, or validity of that docu	
State of California]	
County of LOS AN	IGELES		}	
On MAY 0	2 2024	hoforo mo	CHASE AUSTIN SEYFORTH, NOTA	DV DI IRI IC
PECANON I	Date	_ belote file, _	Here Insert Name and 7	
personally appear	ed		SARAH CAMPBELL	
			Name(s) of Signer(s)	
to the within instru	ment and acknov y()&x), and that by	vledged to me t	ence to be the person(X) whose nat X(X) she/X(X)X executed the sagnature(X) on the instrument the the instrument.	ame in XX/her/X/YeX
Wy My	CHASE AUSTIN SEYFOR Notary Public - Californ Los Angeles County Commission # 246938 Comm. Expires Nov 2,	TH Inia INIA	I certify under PENALTY OF laws of the State of Californ paragraph is true and corre WITNESS my hand and office	iia that the foregoing ct.
Place Notar	y Seal and/or Stan		Signature Signature CHASE AUSTIN	e of Notary Public SEYFORTH, NOTARY PUBLIC
			n deter alteration of the docum is form to an unintended docui	
Description of	Attached Docur	nent		
Title or Type of	Document:			
Document Date:			Numb	er of Pages:
Signer(s) Other	Than Named Ab	ove:		
Signer's Name: Corporate Off Partner — Individual Trustee Other:	icer – Title(s): Limited	ral ney in Fact an or Conservato	_ □ Corporate Officer — Title □ Partner — □ Limited □ □ Individual □ r □ Trustee □ □ Other:	e(s): General Attorney in Fact Guardian or Conservator

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County
My commission expires November 3, 2024
Commission number 1366394

Member, Pannsylvania Association of Notaries

Notary Public:

Vanessa Mckenzie

Montgomery County

My commission number 1366394

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of May 2024



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

SUMMARY

SCHEDULE A - EARTH WORK	\$ 244,104.54	0%	\$ 244,104.54
SCHEDULE B - STORM	\$ 574,073.65	0%	\$ 574,073.65
SCHEDULE C - WATER	\$ 351,503.69	0%	\$ 351,503.69
SCHEDULE D - SANITARY SEWER	\$ 1,307,763.73	0%	\$ 1,307,763.73
SCHEDULE E - ROADWAY	\$ 1,257,672.05	0%	\$ 1,257,672.05
SCHEDULE F - RECLAIM	\$ 218,128.68	0%	\$ 218,128.68
TOTAL (SCHEDULES A - F)			\$ 3,953,246.34
125% PERFORMANCE BONDING			\$ 4,941,557.92

SCHEDULE A - EARTHWORK

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	45,000	SY	SODDING BAHIA	\$3.16	\$142,200.00
2	18	AC	GRADING - LOT	\$2,334.82	\$42,026.76
3	4	AC	GRADING - ROW	\$6,116.74	\$26,913.66
4	18	AC	SEEDING & MULCHING	\$1,831.34	\$32,964.12

TOTAL EARTHWORK IMPROVEMENTS

\$244,104.54

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	824	LF	RCP 15"	\$62.96	\$51,879.04
2	675	LF	RCP 18"	\$74.64	\$50,382.00
3	1170	LF	RCP 24"	\$116.83	\$136,691.10
4	312	LF	RCP 30"	\$157.68	\$49,196.16
5	11	EA	Type 1 Curb Inlet	\$10,379.75	\$114,177.25
6	4	EA	Type C Inlet	\$4,283.34	\$17,133.36
7	2	EA	Control Structure Type C	\$10,483.82	\$20,967.64
8	1	EA	RCP MES 15"	\$1,731.60	\$1,731.60
9	3	EA	RCP MES 18"	\$1,902.27	\$5,706.81
10	2	EA	RCP MES 24"	\$2,255.16	\$4,510.32
11	453	SF	Geoweb Weir Control Spillway	\$15.97	\$7,234.41
12	6	EA	Junction Box 48"	\$6,674.77	\$40,048.62
13	2981	LF	TV Storm Drainage	\$4.96	\$14,785.76
			OFF-SITE DRAINAGE		
14	2	EA	ERCP MES 19"x30"	\$2,255.16	\$4,510.32
15	218	LF	RCP 18"	\$80.58	\$17,566.44
16	134	LF	ERCP (24") 19"x30"	\$171.32	\$22,956.88
17	3	EA	Type C Inlet	\$4,283.34	\$12,850.02
18	352	LF	TV Storm Drainage	\$4.96	\$1,745.92

TOTAL STORM DRAINAGE SYSTEM \$574,073.65

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	118	LF	PW PVC (DR-18) 02"	\$13.16	\$1,552.88
2	495	LF	PW PVC (DR-18) 04"	\$23.75	\$11,756.25
3	2073	LF	PW PVC (DR-18) 06"	\$28.83	\$59,764.59
4	1405	LF	PW PVC (DR-18) 08"	\$56.48	\$79,354.40
5	1	LS	Water Service 2" W-Meter	\$6,823.36	\$6,823.36
6	3	ES	Potable Water Gate Valves 04" (ALL)	\$1,423.55	\$4,270.65
7	8	ES	Potable Water Gate Valves 06" (ALL)	\$1,782.21	\$14,257.68
8	8	ES	Potable Water Gate Valves 08" (ALL)	\$2,514.19	\$20,113.52
9	1	LS	Liftstation Water Service 2"	\$5,626.00	\$5,626.00
10	20	EA	PW Services Water Single	\$682.00	\$13,640.00
11	45	EA	PW Services Water Double	\$845.00	\$38,025.00
12	9	EA	Fire Hydrant Assembly	\$7,659.84	\$68,938.56
13	1	EA	Connect To Existing 8"	\$5,631.87	\$5,631.87
14	2	EA	Potable Water Blowoffs (Permanant)	\$1,955.51	\$3,911.02
15	1	EA	Sample Points	\$1,230.19	\$1,230.19
16	4031	LF	Potable Water Testing & Chlorination	\$4.12	\$16,607.72

TOTAL WATER DISTRIBUTION SYSTEM

\$351,503.69

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	332	LF	FM PVC Pipe 06"	\$80.48	\$26,719.36
2	332	LF	Force Main Pressure Testing	\$2.35	\$780.20
3	1	EA	Liftstation W/ Liner 22-24'	\$646,223.84	\$646,223.84
4	228	LF	SS PVC (SDR-26) 08" 00-06'	\$46.26	\$10,547.28
5	1021	LF	SS PVC (SDR-26) 08" 06-08'	\$62.31	\$63,618.51
6	717	LF	SS PVC (SDR-26) 08" 08-10'	\$63.71	\$45,680.07
7	196	LF	SS PVC (SDR-26) 08" 10-12'	\$67.12	\$13,155.52
8	797	LF	SS PVC (SDR-26) 08" 12-14'	\$69.22	\$55,168.34
9	453	LF	SS PVC (SDR-26) 08" 14-16'	\$135.43	\$61,349.79
10	3	EA	SS Manhole 4' Dia 00-06' (Unlined)	\$5,326.45	\$15,979.35
11	4	EA	SS Manhole 4' Dia 06-08' (Unlined)	\$5,951.92	\$23,807.68
12	2	EA	SS Manhole 4' Dia 08-10' (Unlined)	\$6,599.94	\$13,199.88
13	1	EA	SS Manhole 4' Dia 10-12' (Unlined)	\$8,004.20	\$8,004.20
14	3	EA	SS Manhole 4' Dia 12-14' (Unlined)	\$8,759.16	\$26,277.48
15	1	EA	SS Manhole 5' Dia 15-16' (Unlined)	\$10,165.50	\$10,165.50
16	1	EA	SS Outside Drop Manhole 4' 08-10'	\$8,070.40	\$8,070.40
17	1	EA	SS Outside Drop Manhole 4' 12-14'	\$10,096.30	\$10,096.30
18	1	EA	SS Outside Drop Manhole 5' 15-16'	\$13,682.40	\$13,682.40
19	24	EA	Sewer Services Single (8"x6")	\$1,418.16	\$34,035.84
20	43	EA	Sewer Services Double (8"x6")	\$1,778.57	\$76,478.51
21	3412	LF	TV Inspection Sewer	\$18.25	\$62,269.00
			OFF-SITE FORCE MAIN		
22	845	LF	FM PVC 06"	\$84.78	\$71,639.10
23	845	LF	Pressure Test FM	\$3.34	\$2,822.30
24	1	EA	FM Tapping Valve 06"	\$7,992.88	\$7,992.88

TOTAL SANITARY SEWER SYSTEM \$1,307,763.73

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	9,920	SY	Pave 1 3/4" Type SP-12.5 Asphalt - Sub	\$18.29	\$181,436.80
2	9,920	SY	Road Base Crushed Concrete 06"	\$14.49	\$143,740.80
3	9,920	SY	Subgrade Stabilized 12"	\$6.74	\$66,860.80
4	1	EA	Match Existing Paving	\$321.76	\$321.76
5	6,580	LF	Concrete Curb Miami	\$15.54	\$102,253.20
6	605	LF	Concrete Curb Type F	\$27.76	\$16,794.80
7	775	SY	Concrete Sidewalk 6"-SY (Non-Reinforced)	\$79.96	\$61,969.00
8	3,200	SY	Sodding Bahia 4' BOC	\$3.16	\$10,112.00
9	1	LS	Signage & Striping - LS	\$15,292.56	\$15,292.56
10	14	EA	ADA Concrete Access Ramps W/Domes	\$1,830.86	\$25,632.04
			OFF-SITE PAVING		
11	3,090	SY	Pave 2" Type SP-12.5 Asphalt - Sub	\$21.95	\$67,825.50
12	3,090	SY	Pave 1" Type SP-9.5 Asphalt - Sub	\$14.70	\$45,423.00
13	3,646	LF	Mill & Overlay 1" X 1' Wide	\$2.05	\$7,474.30
14	3,090	SY	Optional Base Group 10-Black Base	\$94.08	\$290,707.20
15	3,090	SY	Subgrade Compacted 06-12"	\$7.58	\$23,422.20
16	197	SLF	Concrete Curb Type F	\$40.32	\$7,943.04
17	1,940	SY	Concrete Sidewalk 6"-SY (Non-Reinforced)	\$82.13	\$159,332.20
18	1	LS	Signage & Striping - LS	\$31,130.85	\$31,130.85

SCHEDULE F - RECLAIM							
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST		
1	20	LF	RU PVC (DR-18) - Reuse 02"	\$13.24	\$264.80		
2	3,820	LF	RU PVC (DR-18) - Reuse 04"	\$26.52	\$101,306.40		
3	4	EA	RU Services Single Short W-Meter 2"	\$3,827.12	\$15,308.48		
4	19	EA	RU Gate Valves 04"	\$1,463.55	\$27,807.45		
5	1	EA	RU Tapping Valve 08"x04"	\$7,955.95	\$7,955.95		
6	3	EA	RU Water Blowoff (Permanant)	\$1,955.51	\$5,866.53		
7	24	EA	RU Services Single	\$645.80	\$15,499.20		
8	43	EA	RU Services Double	\$869.69	\$37,396.67		
9	3,820	LF	RU Pressure Testing	\$1.76	\$6,723.20		
	TOTAL RECLAIM \$218,128.68						

Bond Number: PB03010409992

Premium: \$1,220.00

SUBDIVISION WARRANTY BOND On-Site and Off-Site

	KNOW	ALL MEN B	Y THESE PRESENTS, th	nat we	Taylor Morrison o	f Florida,	Inc.				
					called the	Principa	l, and Philad	delphia Indem	nity Insuranc	ce Comp	any
					called the	Surety,	are held	and firm	ly bound	unto	the
BOARD	OF.	COUNTY	COMMISSIONERS	OF	HILLSBOROUGH	COUNT	ΓΥ, FLOI	RIDA, in	the	sum	of
Three Hun	dred Twenty	-Five Thousand, Fou	r Hundred, Forty Three dollars & Ni	nety-Six C	ents (\$ <u>325,44</u>	3.96)	Dollars	for the p	oayment	of w	hich
we hin	d aurse	lves our hei	rs executors adminis	trator	s and successors in	nintly and	severally	firmly by	these pr	esents	

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, 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 following improvements for maintenance in connection with the Indigo Creek Phase 1 subdivision (hereafter, the "Subdivision"): on-site improvements: water distribution, storm drainage, sanitary sewer, roads, reclaim and off-site improvements: storm drainage, sanitary sewer & roads/paving (together, the on-site and off-site improvements are hereafter referred to as the "Improvements"); and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

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

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:

- If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements A. for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage В. 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;

1 of 2 06/2021 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 June 7, 2026

SIGNED, SEALED AND DATED this 15th day of April , 20 24 ...

ATTEST:
Taylor Morrison of Florida, Inc.

Principal Signature (Seal)

Philadelphia indemnity Insurance Company

Jennifer Ochs, Attorney-in-fact Signature

ATTEST:

(Seal)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

2 of 2 06/2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

document to which this certificate is attached, and not the	verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California	
. Los Angeles	
On APR 1 5 2024 before me, Marina	Tapia, Notary Public
Date	Here Insert Name and Title of the Officer
Personally appeared Jennifer Ochs	
	Name(s) of Signer(s)
the within instrument and acknowledged to me that \boldsymbol{l}	ce to be the person(s) whose name(s) is/are subscribed to ne/she/they executed the same in his/her/their authorized heinstrumentthe person(s), or the entity upon behalf of
MARINA TAPIA COMM. # 2333302 NOTARY PUBLIC - CALIFORNIA GO LOS ANGELES COUNTY	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Marris Jesus
	Signature of Notary Public
Place Notary Seal Above	PTIONAL
Though this section is optional, completing this	FITOWAL s information can deter alteration of the document or his form to an unintended document.
Description of Attached Document	is joint to an armiterace about the.
	Document Date
Number of Pages Signer(s) Other	
Capacity(ies) Claimed by Signer(s) Signer's Name Corporate Officer—Title(s) Partner Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other	Signer's Name Corporate Officer—Title(s) General Individual Attorney in Fact Trustee Guardian or Conservator Other
Signer Is Representing	Signer Is Representing

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO

Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County mmission expires November 3, 2024 Commission number 1366394 Member, Pennsylvania Association of Notaries

Notary Public:

Vanessa mckensie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

day of April

2024

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



A Member of the Tokio Marine Group

Bond Number: PB03010409992

RIDER

To be attached to and form a part of PB03010409992 Bond, issued by the undersigned company, as Surety on behalf of Taylor Morrison of Florida Inc. as Principal, in favor of Board of County Commissioners of Hillsboro County as Obligee,

Effective 4/15/2024, the Principal and the Surety hereby agree to amend the attached bond as follows:

The **Bond Expiration Date** has been AMENDED from:

June 7, 2026

to:

July 11, 2028

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: May 2, 2024 Taylor Morrison of Florida Inc. Philadelphi Indemnity Insurance Company (Principal) (Surety) 1927 By: Sarah Campbell, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

190919818090909188180909091818090908180809091888090909186909090909090909090909090	19808131898988818289888888888888888888888888			
A notary public or other officer completing this certificate ver to which this certificate is attached, and not the truthfulness	ifies only the identity of the individual who signed the document s, accuracy, or validity of that document.			
State of California				
County of LOS ANGELES				
* WANTER ON I				
On	HASE AUSTIN SEYFORTH, NOTARY PUBLIC			
Date	Here Insert Name and Title of the Officer			
personally appeared	SARAH CAMPBELL			
	Name(s) of Signer(s)			
to the within instrument and acknowledged to me that authorized capacity()ex), and that by XX/her/XXXX sign upon behalf of which the person(x) acted, executed the	ature(x) on the instrument the person(x), or the entity			
CHASE AUSTIN SEYFORTH Notary Public - California Los Angeles County Commission # 2469380 My Comm. Expires Nov 2, 2027	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
	WITNESS my hand and official seal.			
Place Notary Seal and/or Stamp Above	Signature of Notary Public CHASE AUSTIN SEYFORTH, NOTARY PUBLIC			
fraudulent reattachment of this	deter alteration of the document or form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
Signer(s) Other Than Named Above:	Number of Pages:			
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signar's Name			
□ Corporate Officer – Title(s):	Signer's Name: Corporate Officer – Title(s):			
☐ Partner — ☐ Limited ☐ General	□ Partner - □ Limited □ General			
☐ Individual ☐ Attorney in Fact	□ Individual □ Attorney in Fact			
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator			
□ Other:	□ Other:			
Signer is Representing:	Signer is Representing:			

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000.000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid

Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to

which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Montgomery County
My commission expires November 3, 2024
Commission number 1366394

Member, Pannsylvania Association of Notaries

Tesiding at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of May , 2024



Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

SUMMARY

\$517,493.35	SCHEDULE A - STORM DRAINAGE SYSTEM
\$328,033.91	SCHEDULE B - WATER DISTRIBUTION SYSTEM
\$1,241,892.23	SCHEDULE C - SANITARY SEWER SYSTEM
\$955,614.65	SCHEDULE D - ROADWAY
\$211,405.48	SCHEDULE E - RECLAIM
\$3,254,439.62	TOTAL (SCHEDULES A - E)
\$325,443.96	10% WARRANTY BONDING

No. 58548

No. 58548

STATE OF

STATE OF

PLORIDA

STATE OF

STATE

Victor Barbosa, P.E. License No. 58548 119/24

SCHEDULE A - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	824	LF	RCP 15"	\$62.96	\$51,879.04
2	675	LF	RCP 18"	\$74.64	\$50,382.00
3	1170	LF	RCP 24"	\$116.83	\$136,691.10
4	312	LF	RCP 30"	\$157.68	\$49,196.16
5	11	EA	Type 1 Curb Inlet	\$10,379.75	\$114,177.25
6	4	EA	Type C Inlet	\$4,283.34	\$17,133.36
7	2	EA	Control Structure Type C	\$10,483.82	\$20,967.64
8	1	EA	RCP MES 15"	\$1,731.60	\$1,731.60
9	3	EA	RCP MES 18"	\$1,902.27	\$5,706.81
10	2	EA	RCP MES 24"	\$2,255.16	\$4,510.32
11	453	SF	Geoweb Weir Control Spillway	\$15.97	\$7,234.41
			OFF-SITE DRAINAGE		
12	2	EA	ERCP MES 19"x30"	\$2,255.16	\$4,510.32
13	218	LF	RCP 18"	\$80.58	\$17,566.44
14	134	LF	ERCP (24") 19"x30"	\$171.32	\$22,956.88
15	3	EA	Type C Inlet	\$4,283.34	\$12,850.02

TOTAL STORM DRAINAGE SYSTEM

\$517,493.35

SCHEDULE B - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	118	LF	PW PVC (DR-18) 02"	\$13.16	\$1,552.88
2	495	LF	PW PVC (DR-18) 04"	\$23.75	\$11,756.25
3	2073	LF	PW PVC (DR-18) 06"	\$28.83	\$59,764.59
4	1405	LF	PW PVC (DR-18) 08"	\$56.48	\$79,354.40
5	1	LS	Water Service 2" W-Meter	\$6,823.36	\$6,823.36
6	3	ES	Potable Water Gate Valves 04" (ALL)	\$1,423.55	\$4,270.65
7	8	ES	Potable Water Gate Valves 06" (ALL)	\$1,782.21	\$14,257.68
8	8	ES	Potable Water Gate Valves 08" (ALL)	\$2,514.19	\$20,113.52
9	1	LS	Liftstation Water Service 2"	\$5,626.00	\$5,626.00
10	20	EA	PW Services Water Single	\$682.00	\$13,640.00
11	45	EA	PW Services Water Double	\$845.00	\$38,025.00
12	9	EA	Fire Hydrant Assembly	\$7,659.84	\$68,938.56
13	2	EA	Potable Water Blowoffs (Permanant)	\$1,955.51	\$3,911.02

TOTAL WATER DISTRIBUTION SYSTEM

\$328,033.91

SCHEDULE C - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	332	LF	FM PVC Pipe 06"	\$80.48	\$26,719.36
2	1	EA	Liftstation W/ Liner 22-24'	\$646,223.84	\$646,223.84
3	228	LF	SS PVC (SDR-26) 08" 00-06'	\$46.26	\$10,547.28
4	1021	LF	SS PVC (SDR-26) 08" 06-08'	\$62.31	\$63,618.51
5	717	LF	SS PVC (SDR-26) 08" 08-10'	\$63.71	\$45,680.07
6	196	LF	SS PVC (SDR-26) 08" 10-12'	\$67.12	\$13,155.52
7	797	LF	SS PVC (SDR-26) 08" 12-14'	\$69.22	\$55,168.34
8	453	LF	SS PVC (SDR-26) 08" 14-16'	\$135.43	\$61,349.79
9	3	EA	SS Manhole 4' Dia 00-06' (Unlined)	\$5,326.45	\$15,979.35
10	4	EA	SS Manhole 4' Dia 06-08' (Unlined)	\$5,951.92	\$23,807.68
11	2	EA	SS Manhole 4' Dia 08-10' (Unlined)	\$6,599.94	\$13,199.88
12	1	EA	SS Manhole 4' Dia 10-12' (Unlined)	\$8,004.20	\$8,004.20
13	3	EA	SS Manhole 4' Dia 12-14' (Unlined)	\$8,759.16	\$26,277.48
14	1	EA	SS Manhole 5' Dia 15-16' (Unlined)	\$10,165.50	\$10,165.50
15	1	EA	SS Outside Drop Manhole 4' 08-10'	\$8,070.40	\$8,070.40
16	1	EA	SS Outside Drop Manhole 4' 12-14'	\$10,096.30	\$10,096.30
17	1	EA	SS Outside Drop Manhole 5' 15-16'	\$13,682.40	\$13,682.40
18	24	EA	Sewer Services Single (8"x6")	\$1,418.16	\$34,035.84
19	43	EA	Sewer Services Double (8"x6")	\$1,778.57	\$76,478.51
			OFF-SITE FORCE MAIN		
20	845	LF	FM PVC 06"	\$84.78	\$71,639.10
21	1	EA	FM Tapping Valve 06"	\$7,992.88	\$7,992.88

TOTAL SANITARY SEWER SYSTEM \$1,241,892.23

SCHEDULE D - ROADWAY

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST		
1	9,920	SY	Pave 1 3/4" Type SP-12.5 Asphalt - Sub	\$18.29	\$181,436.80		
2	9,920	SY	Road Base Crushed Concrete 06"	\$14.49	\$143,740.80		
3	9,920	SY	Subgrade Stabilized 12"	\$6.74	\$66,860.80		
4	1	EA	Match Existing Paving	\$321.76	\$321.76		
5	6,580	LF	Concrete Curb Miami	\$15.54	\$102,253.20		
6	605	LF	Concrete Curb Type F	\$27.76	\$16,794.80		
7	195	LF	Concrete Curb Valley 36"	\$31.98	\$6,236.10		
8	775	SY	Concrete Sidewalk 6"-SY (Non-Reinforced)	\$79.96	\$61,969.00		
9	1	LS	Signage & Striping - LS	\$15,292.56	\$15,292.56		
10	14	EA	ADA Concrete Access Ramps W/Domes	\$1,830.86	\$25,632.04		
			OFF-SITE PAVING				
11	3,090	SY	Pave 2" Type SP-12.5 Asphalt - Sub	\$21.95	\$67,825.50		
12	3,090	SY	Pave 1" Type SP-9.5 Asphalt - Sub	\$14.70	\$45,423.00		
13	3,090	SY	Subgrade Compacted 06-12"	\$7.58	\$23,422.20		
14	197	LF	Concrete Curb Type F	\$40.32	\$7,943.04		
15	1,940	SY	Concrete Sidewalk 6"-SY (Non-Reinforced)	\$82.13	\$159,332.20		
16	1	LS	Signage & Striping - LS	\$31,130.85	\$31,130.85		
			TOTAL	ROADWAY	\$955,614.65		

SCHEDULE E - RECLAIM							
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST		
1	20	LF	RU PVC (DR-18) - Reuse 02"	\$13.24	\$264.80		
2	3,820	LF	RU PVC (DR-18) - Reuse 04"	\$26.52	\$101,306.40		
3	4	EA	RU Services Single Short W-Meter 2"	\$3,827.12	\$15,308.48		
4	19	EA	RU Gate Valves 04"	\$1,463.55	\$27,807.45		
5	1	EA	RU Tapping Valve 08"x04"	\$7,955.95	\$7,955.95		
6	3	EA	RU Water Blowoff (Permanant)	\$1,955.51	\$5,866.53		
7	24	EA	RU Services Single	\$645.80	\$15,499.20		
8	43	EA	RU Services Double	\$869.69	\$37,396.67		
				TOTAL RECLAIM	\$211,405.48		

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

	Agreement made n of Florida, Inc.	and entered into this				and between
		Il subdivision of the State		referred to as after referred to as		odivider" and
		7	Witnesseth			
	t Code, hereinaft	rd of County Commi er referred to as "LDC" p				
WHE	REAS, the LDC aff	ects the subdivision of la	nd within the unin	corporated areas o	f Hillsborough	County; and
WHE of Hillsbord Indigo Creek Ph	ough County,	to the LDC, the Subdi Florida, for approval	and recordatio		a subdivisio	n known as
County shal		plat of a subdivi oved and recorded un II be installed; and		ne unincorporate er has guarantee		Hillsborough satisfaction of
		ners required by Florida S sted with the County; and		odivision are to be	installed after	recordation of
WHE	REAS, the Subdivi	der agrees to install the a	forementioned lo	t corners in the plat	tted area.	
approval of th	ne County to reco	consideration of the inord said plat, and to gain a and County agree as follows:	acceptance for ma			
1.		ditions and regulations of this Agreement.	contained in the l	.DC, are hereby inc	corporated by	reference and
2.	The Subdivide	r agrees to well and (12) r		truct and install		
		approves the final plat a corners as required by Fl		formance bond ren	dered pursuar	nt to paragraph
3.		agrees to, and in accordinstrument ensuring the attituded as:		•		
	a.	Letter of Credit, numbe with order of			by	
	b.	A Performance Bond, n				
		Taylor Morrison of Florida, In	c. as Fance Company as	h Principal, and Surety, or		
	c.	Escrow ageement, date	dand		etween,	
	c.	Cashier/Certified Check which shall be deposite	, number	, dated		

1 of 4 06/2021

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks 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 LDC, 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 its 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 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.

2 of 4 06/2021

IN WITNESS WHEREOF, the parties hereto have executed this A	greement, effective as of the date set forth above.
ATTEST:	Subdivider:
Mitness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Printed Name of Witness	Michael Rendel Name (typed, printed or stamped)
Witness Signature	Title
Printed Name of Witness	10210 Highland Memor Dr. Swite 400A; Tumper, FT. 3360 Address of Signer
	Phone Number of Signer
NOTARY PUBLIC	
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

3 of 4

Approved As To Form And Legal Sufficiency.

STATE OF FLORIDA **COUNTY OF HILLSBOROUGH** The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this (type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed) (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public) (Expiration Date) (Commission Number) (Notary Seal) Individual Acknowledgement STATE OF FLORIDA **COUNTY OF HILLSBOROUGH** The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this _day of_ (name of person acknowledging) (day) Personally Known OR Produced Identification (Signature of Notary Public - State of Florida) Type of Identification Produced (Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

Representative Acknowledgement

(Notary Seal)

4 of 4 06/2021

(Expiration Date)

Bond Number: PB03010409990

Premium: \$100.00

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Taylor Morrison of Florida, Inc.
called the Principal, and Philadelphia Indemnity Insurance Company
called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Seven Thousand
Four Hundred Thirty Seven dollars & Fifty cents (\$7,437.50) 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 adopted subdivision
regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and
177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this
performance bond; and
WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas
of Hillsborough County; and
WHEREAS, pursuant to these subdivision regulations 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
Indigo Creek Phase 1 are to be installed after recordation of said plat under guarantees posted with
the County; and
WHEREAS, said lot corners are to be installed in the aforementioned platted area; and
WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument
ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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
	Indigo Creek Phase 1		subdivision
	all lot corners as required by the State	in the platted area in	exact accordance with the
	drawings, plans, specifications, and othe	r data and information f	iled with the Development
	Review Division of Development Services	Department of Hillsborou	ugh County by the Principal,
	and shall complete all of said building, con	nstruction, and installatio	on within Twelve (12)
	months from the date that the Board of	County Commissioners a	approves the final plan and
	accepts this performance bond; and		
В.	If the Principal shall faithfully perform th	ne Subdivider's Agreeme	ent at the times and in the
	manner prescribed in said Agreement;		
THEN TH	HIS OBLIGATION SHALL BE NULL AND VO	ID; OTHERWISE, TO REM	MAIN IN FULL FORCE AND
EFFECT U	JNTIL June 7, 2025		
SIGNED,	SEALED AND DATED this15th day of _April	, 20	24
ATTEST:	T	aylor Morrison of Florida, Inc.	70
0	BY:	MA	
,	1	PRINCIPAL	(SEAL)
	<u>P</u>	hiladelphia Indemnity Insurand	ce Company
	9	SURETY	(SEAL)
ATTEST:		. 50	(1927)
Sarah	JARN	Jemy DCh	(CEAL)
Sarah Car	uibo d ii Jé	nifer Ochs, Attorney-In-Fact	(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

as avelided 2 of 2

06/2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	cate verifies only the identity of the individual who signed the ttuthfulness, accuracy, or validity of that document.
State of California)
County of Los Angeles)
On APR 1 5 2024 before me, Mari	na Tapia, Notary Public
Date	Here Insert Name and Title of the Officer
Personally appeared Jennifer Ochs	
	Name(s) of Signer(s)
the within instrument and acknowledged to me the	ence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of t.
MARINA TAPIA COMM. # 2333302 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires Oct 7, 2024	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above	- OPTIONAL
	this information can deter alteration of the document or if this form to an unintended document.
Description of Attached Document	
Title or Type of Document	Document Date
Number of Pages Signer(s) O	ther Than Named Above
Capacity(ies) Claimed by Signer(s) Signer's Name Corporate Officer—Title(s) Partner Limited General Individual Guardian or Conservator	Signer's Name Corporate Officer—Title(s) Partner
CotherSigner Is Representing	Signer Is Representing

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public **Montgomery County** My commission expires November 3, 2024 Commission number 1366394

Notary Public:

Vanessa mckensie

Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

day of April

2024

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY



A Member of the Tokio Marine Group

Bond Number: PB03010409990

RIDER

To be attached to and form a part of <u>PB03010409990</u> Bond, issued by the undersigned company, as Surety on behalf of <u>Taylor Morrison of Florida Inc.</u> as Principal, in favor of <u>Board of County Commissioners of Hillsboro County</u> as Obligee,

Effective 4/15/2024, the Principal and the Surety hereby agree to amend the attached bond as follows:

The **Bond Expiration Date** has been AMENDED from:

June 7, 2025

to:

July 11, 2025

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: May 2, 2024

Taylor Morrison of Florida Inc.

(Principal)

Bv.

Michael Beriote

By:

(Surety)

1927

-

h Campbell, Attorney-In-Fact

Philadelphia Indemnity Insurance Company

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

\$369686868686868666666666666666666666666				
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
State of California				
County of LOS ANGELES MAY 0.2 2024				
On before me,C	HASE AUSTIN SEYFORTH, NOTARY PUBLIC			
Date	Here Insert Name and Title of the Officer			
personally appeared				
	Name(s) of Signer(s)			
who proved to me on the basis of satisfactory eviden to the within instrument and acknowledged to me that authorized capacity()(%), and that by (%)/her/k/% sign upon behalf of which the person(%) acted, executed the	ature(x) on the instrument the person(x), or the entity			
CHASE AUSTIN SEYFORTH Notary Public - California Los Angeles County Commission # 2469380 My Comm. Expires Nov 2, 2027 My Comm. Expires Nov 2, 2027 WITNESS my hand and official seal.				
Place Notary Seal and/or Stamp Above OPTI	Signature of Notary Public CHASE AUSTIN SEYFORTH, NOTARY PUBLIC			
	deter alteration of the document or form to an unintended document.			
Description of Attached Document				
Title or Type of Document:				
Document Date:	Number of Pages:			
Signer(s) Other Than Named Above:				
Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer – Title(s): □ Partner – □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:	Signer's Name: Corporate Officer — Title(s): Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer is Representing:			

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Timothy J. Noonan, Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato and Sarah Campbell of Lockton Companies Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to

which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa McKenzie, Notary Public Montgomery County My commission expires November 3, 2024 Commission number 1366394

Member, Pennsylvania Association of Notaries

Notary Public:

Vanessa mcKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this

2nd

day of May

2024

1927 CE

Edward Sayago, Corporate Secretary

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Indigo Creek Phase 1 PERFORMANCE ESTIMATE - LOT CORNERS

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
_ 1	119	EA	LOT CORNERS	\$50.00	\$5,950.00

TOTAL LOT CORNERS

Victor Barbosa, P.E. License No. 58548 \$5,950.00

125% PERFORMANCE BONDING

\$7,437.50

1 of 1

CREEK PHASE

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

PLAT BOOK	
PAGE:	

The undersigned, as owner of the lands platted herein does hereby dedicate this plat of Indigo Creek Phase 1 for record. Further, the owner does hereby dedicate to public use all streets, roads, rights of way, Tract "LS" and all those acsements designated on the plat as "public". The undersigned further makes the following dedications and reservations:

45), Hillsborough County, Florida, being more particularly described as follows:

A portion of the Southeast 1/4 of Section 32, Township 31 South, Range 19 East, lying South of U.S. Highway 41 (State Road

Fee interest in Tracts "A", "B", "C", "D", "E", and "F" is hereby reserved by owner for conveyance to a Harneowners' Association or other custodial 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.

Said Tracts "A", "B", "C", "D", "E", and "F" and all private easements are subject to any and all easements dedicated to public use as shown on this plot. The maintenance of tracts, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns, and its successors in title.

The Private Retaining Wall Easements, Private Drainage Easements, Private Signage and Landscape Easement, are hereby reserved by owner for conveyance to a Homeowners'. Association or other custodia and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

through a central angle of 90'00'00" (chord bears N.45'30'45'E., 35.36 feet)); thence S.89'29'15'E., 154.61 feet to the beginning of a curve concave to the Southwest having a radius of 975.00 feet; thence Southeasterly, 231.12 feet along said curve through a central angle of 13'34'54' (chord bears S.824'14'74'E., 230.58 feet) to the beginning of a reverse curve concave to the Northeast having a radius of 475.00 feet; thence Southeasterly, 72.23 feet along said curve through a central angle of 03'42'43" (chord bears S.80'15'42'E., 72.16 feet); thence S.00'01'08'W., 601.34 feet to the said Northerly right—of—way line of 19TH Containing 47.96 Acres, more or less 01'10'42" (chord bears N.89'23'58"W., 1009.03 feet); thence N.88'48'37"W., 311.28 feet to the POINT OF BEGINNING. AVENUE N.E.; thence olong said Northerly right-of-way line the following four courses and one curve: \$.8957/297W, 642.46 feet; thence N.00′21′49′W, 5.00 feet; thence N.89′59′33′W, 37.29 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 49065.67 feet; thence Northwesterly, 1008.05 feet along said curve through a central angle of thence S.0030'45'W., 349.49 feet; thence S.89'29'15'E., 120.00 feet; thence S.77'43'31'E., 51.07 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 25.00 feet; thence Northeasterly, 39.27 feet along said curve 76.71 feet; thence S.50'31'17'E., 112.95 feet; thence S.39'28'43'N., 120.00 feet; thence S.50'31'17'E., 50.20 feet; thence angle of 02'04'51" (chord bears N.49'57'46"E., 255.30 feet) to the southerly top of bank of a canal; thence along said Southerly canal bank the following five courses: N.87'59'55'E., 289.41 feet; thence N.89'55'37'E., 238.30 feet; thence N.89'17'44"E., 154.03 right—of—way line of said U.S. Highway 41 (State Road 45) and the beginning of a non—tangent curve concave to the Southeast having a radius of 7029.98 feet; thence Northeasterly, 255.31 feet along said curve and right—of—way line through a central COMMENCE at the Southwest corner of the Southeast 1/4 of said Section 32; thence N.00'47'53'E., 27.01 feet along the Westerly boundary line of the Southwest 1/4 of the Southeast 1/4 of said Section 32 to the Northerly right-of-way line of 19TH AVENUE N.E. and the POINT OF BEGINNING; thence continue N.00'47'53'E., 1070.99 feet along said Westerly boundary line to the Southerly I HEREOF CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREDENTS, IN FIRM, OF CHAPTER 177 PART I OF FLORIDA STATUTES, AND HIS BEEN FILED FOR RECORDS OF HILLSBOROUGH COUNTY, CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA: thence Southeasterly, 8.10 feet along said curve through a central angle of 08°26′22″ (chord bears S.03′42′26″E., 8.09 feet); S.32°18′54″E., 46.44 feet to the beginning of a non-tangent curve concove to the Southwest having a radius of 55.00 feet; feet; thence N.56'00'32"E., 159.15 feet; thence N.54'24'51"E., 48.05 feet; thence S.53'21'27"E., 194.44 feet; thence S.51'15'02"E. CLERK FILE NUMBER THS PLAT HAS BEEN RENERED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177,081 FOR CHAPTER CONFORMITY. THE GEOWETRC DATA HAS NOT BEEN VERNEED. PLAT APPROVAL THIS PLAT HAS BEEN APPROVED FOR RECORDATION REVIEWED BY: BOARD OF COUNTY COMMISSIONERS: CLERK OF CIRCUIT COURT DAY OF 20 THE DATE DEPUTY CLERK

MOTE: HIS FULL AS RECORDED IN TIS CAMPIES. FIRM LIS THE GETCHAL EDISTRIAN OF THE SIGNARID LINGS DESCRIBED HERBIN AND MILL IN NO DEGRUESARIES SE SUPPLANTED IN AUTHORIES OF ANY OTHER GEMPLE OR DIGITAL TORN OF THE FULL. THERE LINE ADDITIONAL RESTRICTIONS THAT ARE AND RECORDED ON THIS FULL THAT MAY BE FUND IN THE PUBLIC RECORDS OF THIS COUNT.

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PRINT PRINT Taylor Morrison of Florida, Inc., a Florida Corporation

Indrew "Drew" Miller, Vice President

SIGN

(SEAL)

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Engineering & Surveying Corporation

SURVEYOR'S CERTIFICATE:

LANDIMARK ENCINEERING & SURVEYING CORPORATION 8515 PALM RIVER ROAD, TAMPA, FLORIDA 33619 CERTIFICATE OF AUTHORIZATION NO. LB 3913

Sheet 1 of 11

8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax)

www.lesc.com | LB. # 3913

NDIGO CREEK PHASE

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA

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PLAT BOOK:

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ORIGINATING COORDINATES: HILLSBOROUGH COUNTY SURVEY DEPARTMENT CONTROL POINTS "LANDMARK" AND "GF-F"

2. BASIS OF BEARINGS: SOUTHERLY BOUNDARY LINE OF THE S.E. 1/4 OF SECTION 32, BEARS S.89707'18"E., (GRID) ADMINISTRAÇÃO MAI DE MAIOR SA MAIOR COMPANDA MAIOR MAIOR SA MAIOR

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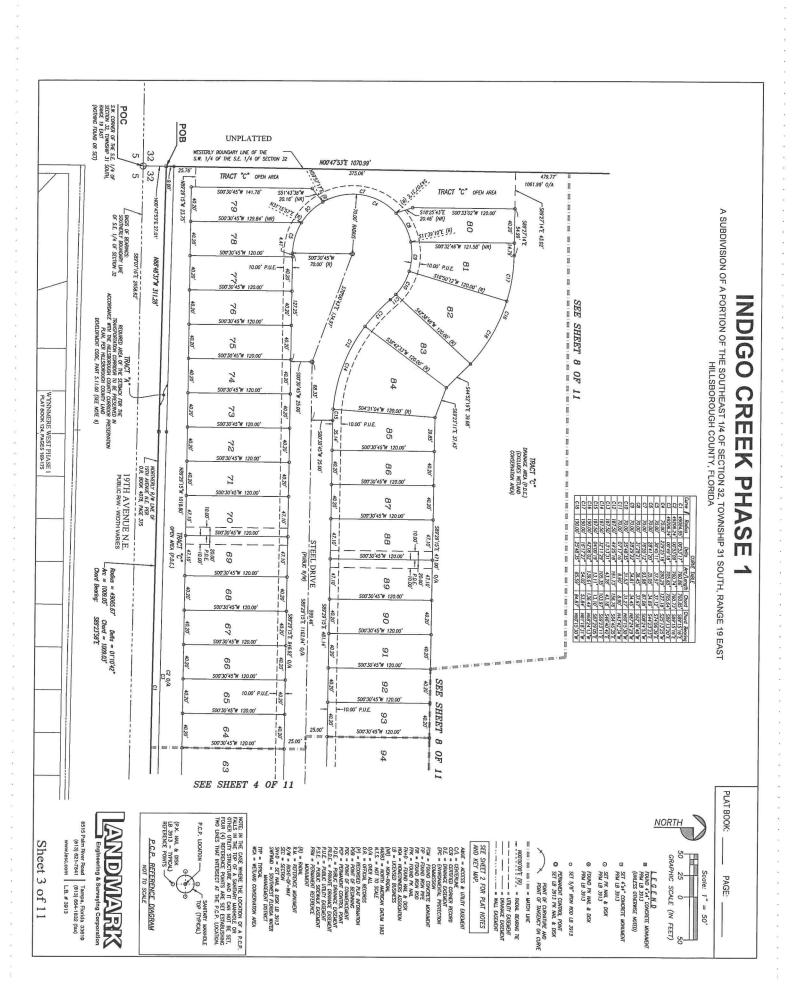
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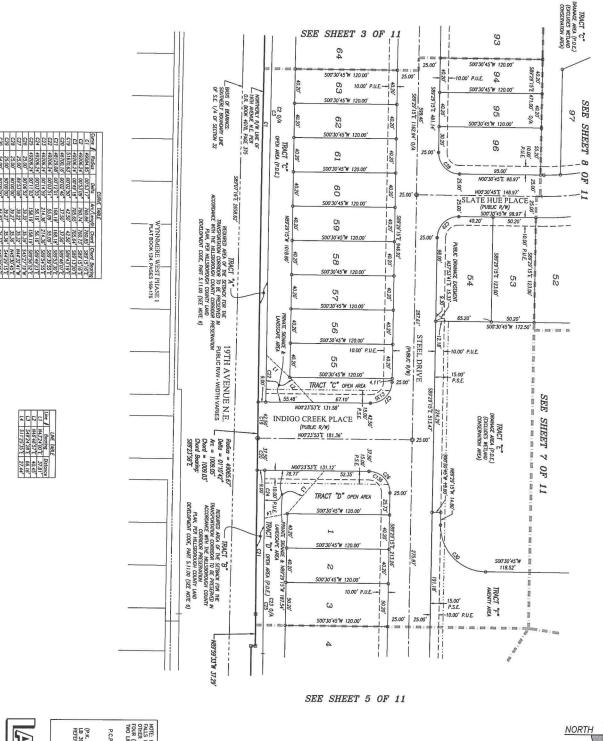
Sheet 2 of 11

GRAPHIC SCALE (IN FEET)



NDIGO CREEK PHASE

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA



PLAT BOOK: PAGE:

Scale: 1" = 50' 25

GRAPHIC SCALE (IN FEET)

LEGEND

FOUND 4"x4" CONCRETE MONUMENT

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(UNLESS OTHERWISE MOTED)

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SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

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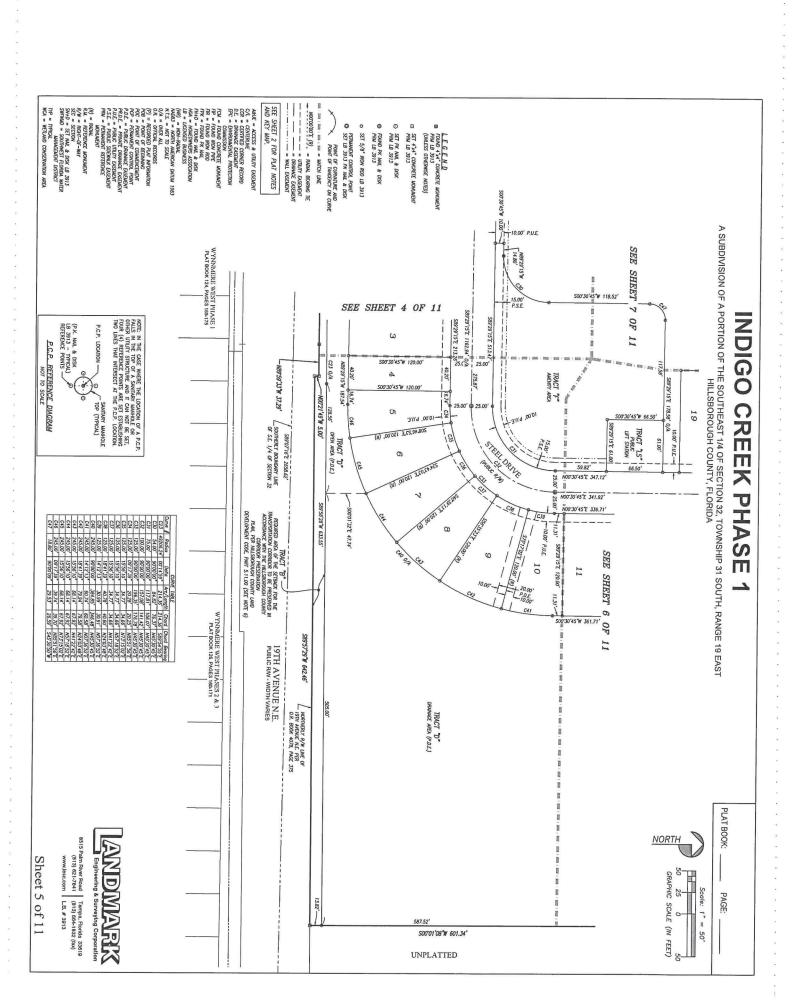
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NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANTARY WANHOLE OR OTHER UTLITY STRUCTURE AND IT CAN HOT BE SET, FOUR (4) REFERENCE POINTS ARE SET ESTABLISHING TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.

(P.K. NAL & DISK
LB 3913 - TYPICAL)
REFERENCE POINTS P.C.P. LOCATION -P.C.P. REFERENCE DIAGRAM SANITARY MANHOLE

MENAMOLIN

8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax) Sheet 4 of 11 www.lesc.com | LB. # 3913



NDIGO **CREEK PHASE**

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK:

GRAPHIC SCALE (IN FEET)

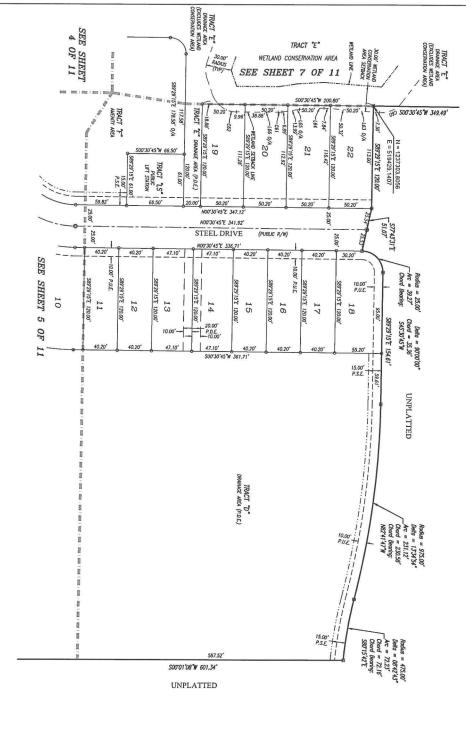
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PERMANENT CONTROL POINT SET LB 3913 PK NAIL & DISK

SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

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WCA = WETLAND CONSERVATION AREA

8515 Palm River Road Tampa, Florida 33615 (813) 621-7841 (813) 664-1832 (fax) www.lesc.com | LB. # 3913

Sheet 6 of 11

SEE SHEET 10 OF 48 49 50 51 53 SEE SHEET 8 OF 11 SEE SHEET 4 OF 30.00' WETLAND CONSERVATION -AREA SETBACK SEE SHEET 9 OF Tin WETLAND CONSERVATION AREA 11 TRACT "F" 99'29'15'E 178.58' 0/ 500'30'45'W 349.49' 22 30.00' WETLAND CONSERVATION AREA SETBACK SEE SHEET 5 OF 11 20 UNPLATTED X89 29 15 E 120.00 (mp) TRACT "LS" PUBLIC LIFT STATION SEE SHEET 6 OF 11 ISLAWT TO THE S AMENOED; THE SHAPTER 84-446; AND MRONMENTAL PROTECTION MCKS FROM THE WETLAND O THE PROVISONS N00'30'45'E 347.12' STEEL DRIVE WEILAND SETBACK LINE CURVE DETAIL NOT TO SCALE NOTE: PC IS PERPENDICULAR FROM THE END OF THE CORRESPONDING PARALLEL WETLAND LINE. WELLYND SELBYCK THE N90'00'00'E WETLAND LINE

PLAT BOOK: PAGE:

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA

NDIGO

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PHASE

Scale: 1" = 50'

GRAPHIC SCALE (IN FEET)

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SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

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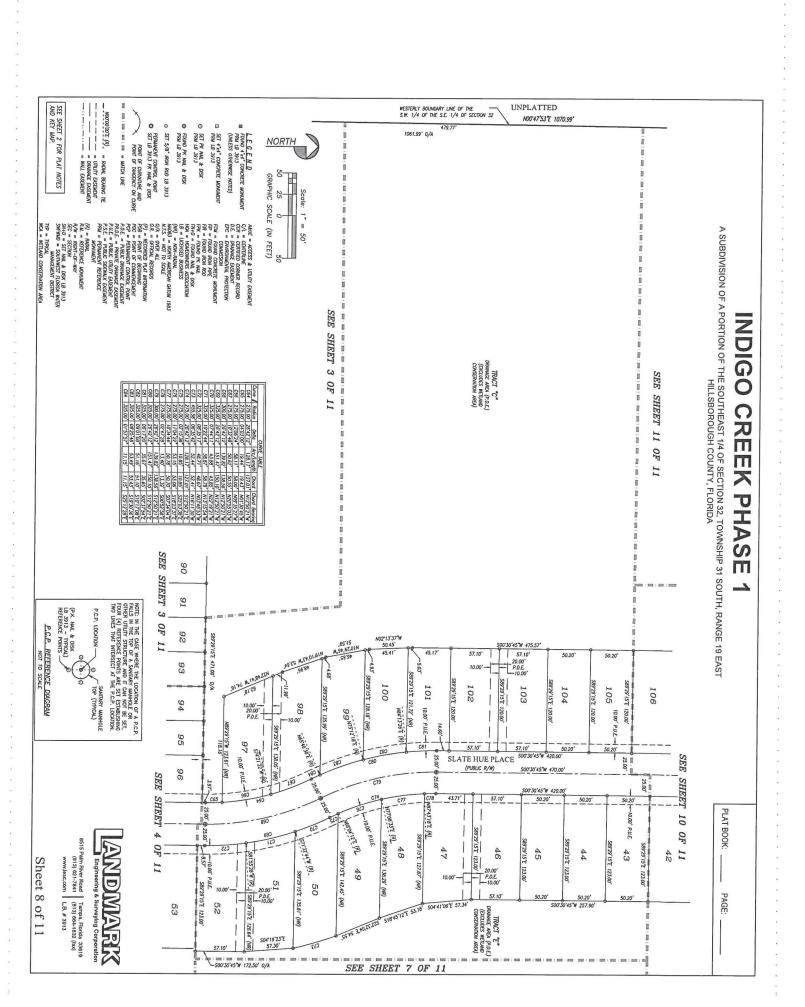
P.C.P. REFERENCE DIAGRAM

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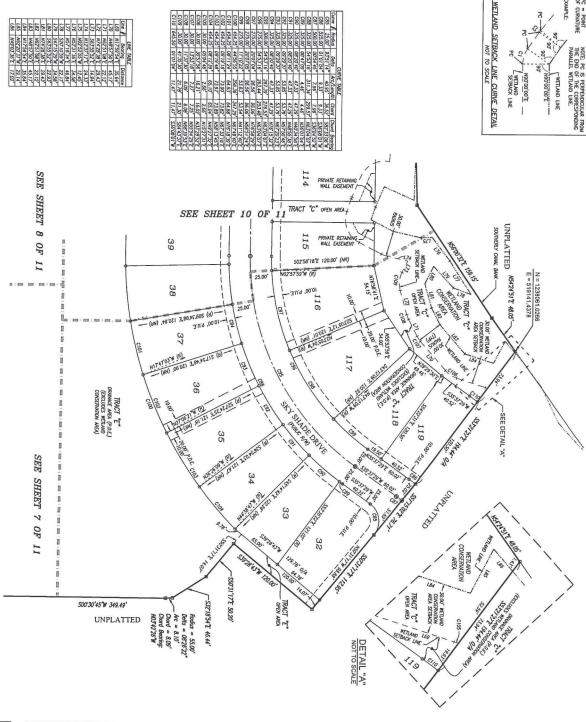
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NDIGO CREEK PHASE

A SUBDIVISION OF A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 31 SOUTH, RANGE 19 EAST HILLSBOROUGH COUNTY, FLORIDA



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SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

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PLAT BOOK:

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Scale: 1" = 50'

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GRAPHIC SCALE (IN FEET)

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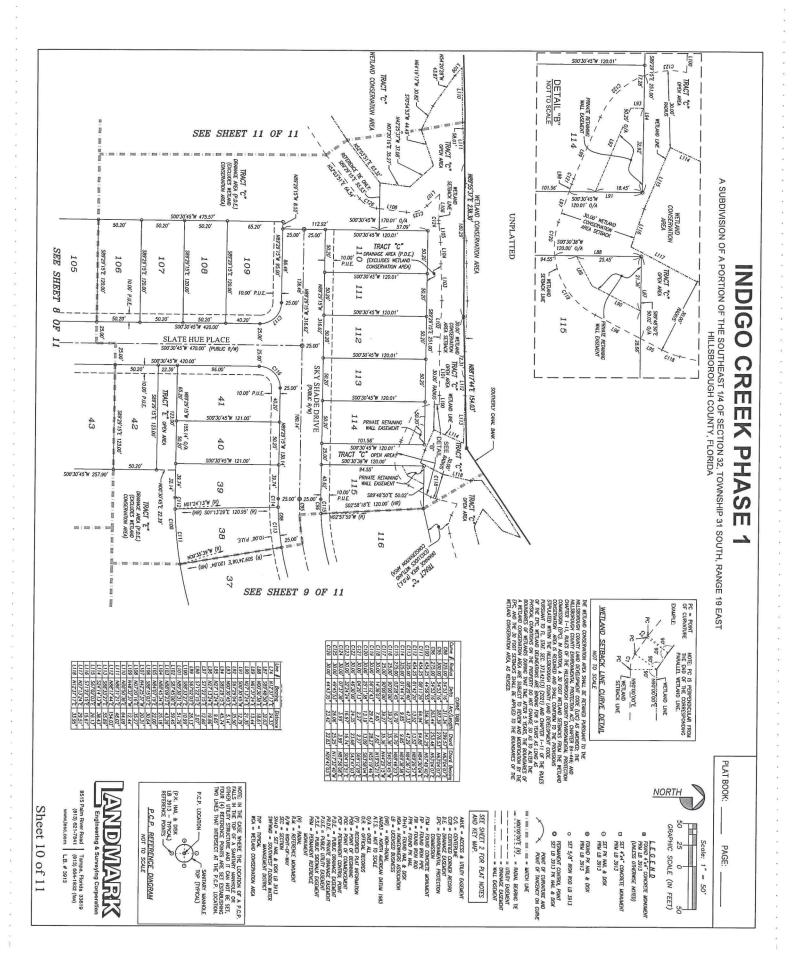
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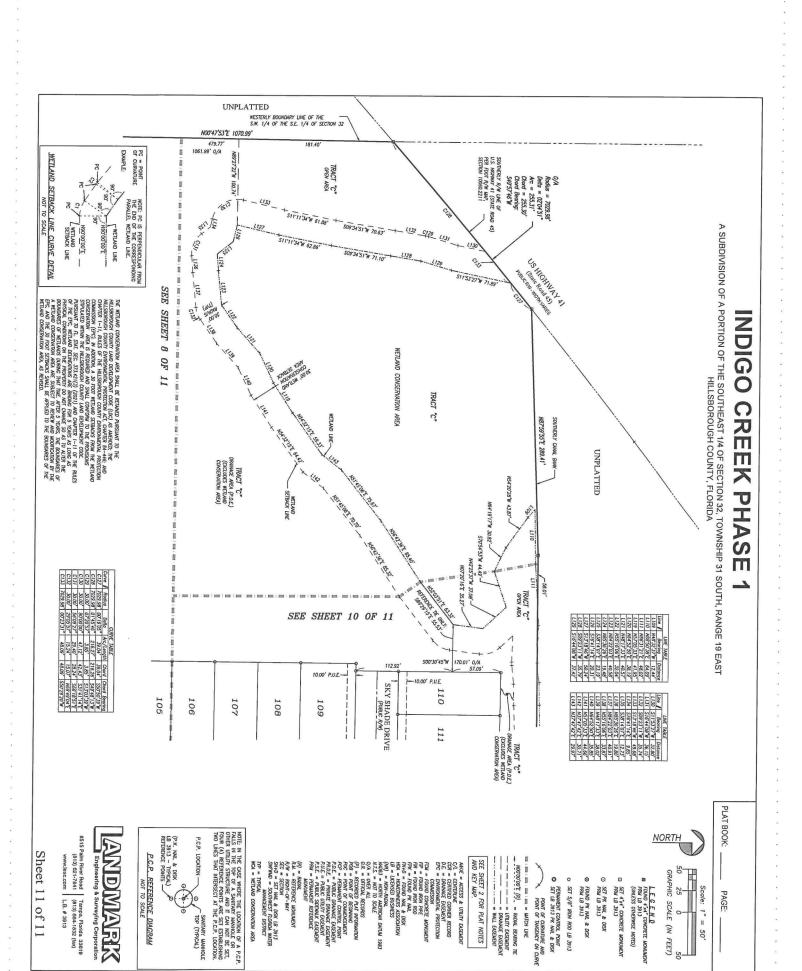
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Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Indigo Creek (FKA Farmland Reserve)	
Jurisdiction	Hillsborough	
Jurisdiction Project ID Number	6179	
HCPS Project ID Number	SC-890	
Parcel / Folio Number(s)	054234.0000	
Project Location	910 NE 19 th Avenue, Ruskin	
Dwelling Units & Type	234 Single-Family Detached (SFD)	
Applicant	Taylor Morrison of Florida, Inc.	

	Sc	chool Concurrency Ana	lysis	
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	46	21	32	99

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, <u>Section 5.5.2 Process for Determining School Facilities Concurrency</u>: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the <u>Middle, and High school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>Middle, and High school CSA's</u> did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (DSC-890), the terms of which were recorded on February 7, 2023. The Applicant contributed funds on May 3, 2024, in the amount of \$1,965,725.00 thereby satisfying the requirement to construct 21 Middle, and 32 High school seats to accommodate the proposed development as more particularly described therein.

Kori Belangia Lori Belangia, M.S.

Lori Belangia, M.S.

Manager, Planning & Siting

Growth Management Department

E: glorimar.belangia@hcps.net

P: 813.272.4228

May 7, 2024

Date Issued