

**SUBJECT:** Indigo Creek Phase 2 PI#6179  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** January 13, 2026  
**CONTACT:** Lee Ann Kennedy

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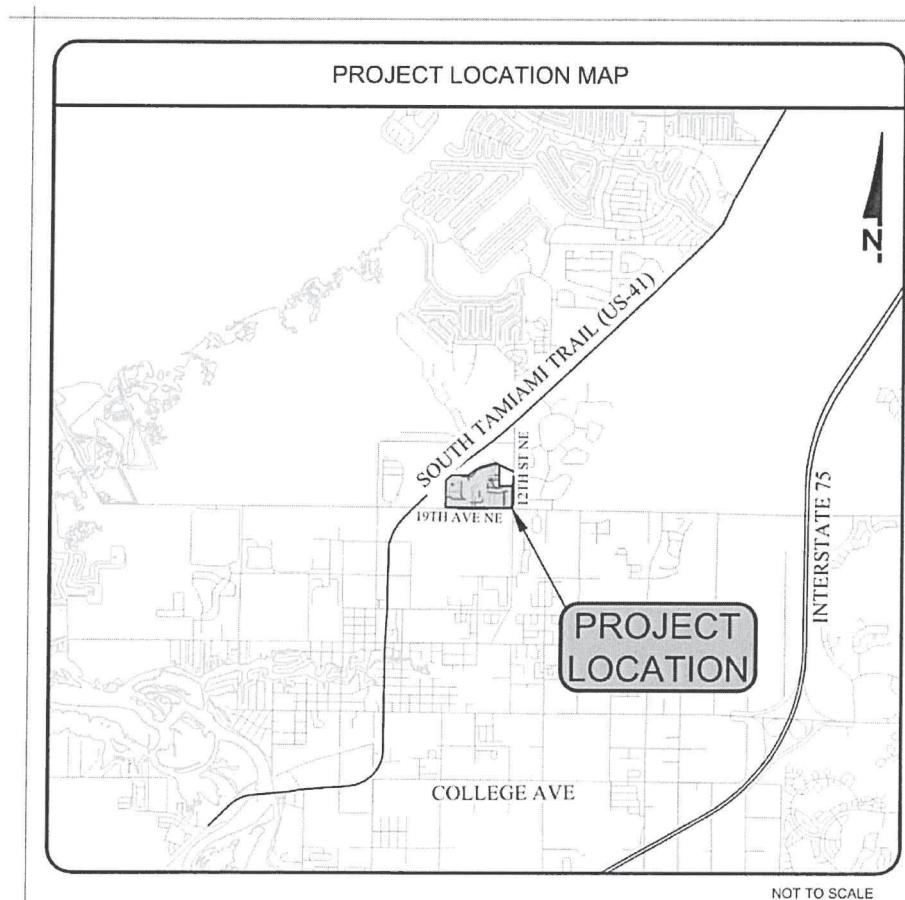
**RECOMMENDATION:**

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Indigo Creek Phase 2, located in Section 32, Township 31 and Range 19. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (roads, drainage, water, wastewater and reclaimed water) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for 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 \$338,587.73, a Warranty Bond in the amount of \$242,144.19 and authorize the Chairman to execute both the Subdivider's Agreements 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.

**BACKGROUND:**

On April 18, 2025, Permission to Construct Prior to Platting was issued for Indigo Creek Phase 2, after construction plan review was completed on March 27, 2025. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developers are Taylor Morrison and the engineer Atwell, LLC.

# Indigo Creek Ph. 2 Vicinity Map



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Taylor Morrison of Florida, Inc. \_\_\_\_\_, 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 Ph. 2 \_\_\_\_\_, hereafter referred to as 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 such improvements will be installed; and

WHEREAS, the improvements required by the LDC in 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 Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:

<input checked="" type="checkbox"/> Roads/Streets	<input checked="" type="checkbox"/> Water Mains/Services	<input checked="" type="checkbox"/> Stormwater Drainage Systems
<input checked="" type="checkbox"/> Sanitary Gravity Sewer Systems	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input checked="" type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	
<input type="checkbox"/> Other: _____		

hereafter referred to as the "County Improvements"; and

WHEREAS, the County required 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 required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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.

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Four (4) 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County Improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 3004670 dated, 10/23/2025 with Taylor Morrison of Florida \_\_\_\_\_ as Principal, and Harco National Insurance Company \_\_\_\_\_ as Surety, or  
A Warranty Bond, number 3004691 dated, 11/24/2025 with Taylor Morrison of Florida \_\_\_\_\_ as Principal, and Harco National Insurance Company \_\_\_\_\_ as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing 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.

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 the 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 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 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 County Improvement facilities 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 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 years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.

14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:



Witness Signature



Printed Name of Witness



Witness Signature



Printed Name of Witness

Subdivider:



By   
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

**Michael Piendel**

Name (typed, printed or stamped)

**Land Development Director**

Title

10210 Highland Manor Dr., Suite 450, Tampa, FL33610

Address of Signer

**813-447-1106**

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

VICTOR D. CRIST

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY



Approved As To Form And Legal  
Sufficiency.

## Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
17 day of November, 2025, by Michael Piendel as  
(day) (month) (year) (name of person acknowledging)  
Land Development Director for Taylor Morrison of Florida  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

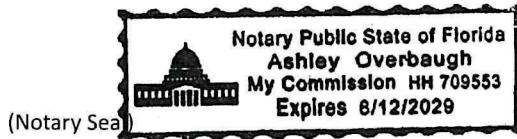


(Signature of Notary Public - State of Florida)

Personally Known OR  Produced Identification

N/A

Type of Identification Produced



Ashley Overbaugh

(Print, Type, or Stamp Commissioned Name of Notary Public)

709553

(Commission Number)

6.12.2029

(Expiration Date)

## Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this  
day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.  
(day) (month) (year) (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)

(Notary Seal)

(Commission Number)

(Expiration Date)

## SUBDIVISION PERFORMANCE BOND - ON SITE

**KNOW ALL MEN BY THESE PRESENTS,** That we Taylor Morrison of Florida, Inc.

called the Principal, and Harco National Insurance Company

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of

Three Hundred Thirty-Eight Thousand Five Hundred Eighty-Seven Dollars 73/100

(\$ 338,587.73 )

Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

**WHEREAS**, these subdivision regulations require the construction of improvements in connection with the platting of the Indigo Creek Phase 2 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

**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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; 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 2 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twenty Four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL November 1, 2027.

SIGNED, SEALED AND DATED this 23rd day of October, 20 25.

ATTEST:

  
Tina Golub

Taylor Morrison of Florida, Inc.

By



Principal

Seal

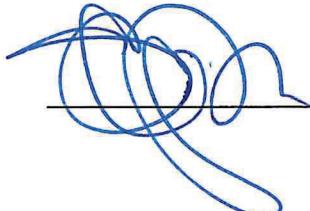
Michael Piendel, Land Development Director

Harcos National Insurance Company

Surety

Seal

ATTEST:



By



Jennifer Ochs, Attorney-In-Fact

Seal

APPROVED BY THE COUNTY ATTORNEY

  
By Jennifer Ochs  
Approved As To Form And Legal  
Sufficiency. As Amended  
2 of 2



## HARCO NATIONAL INSURANCE COMPANY

## INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SANDRA CORONA, ETHAN SPECTOR, JENNIFER OCHS, ALYSHA MENDOZA, SARAH CAMPBELL, MB NEELY, CHASE SEYFORTH, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, JAREN A. MARX, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents  
on this 31st day of December, 2023



STATE OF NEW JERSEY  
County of Essex

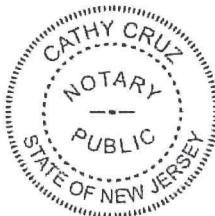


Michael F. Zurcher  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Cathy Cruz*

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 23rd, 2025

A00984

*Irene Martins*

Irene Martins, Assistant Secretary

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number 3004670 effective 10/23/2025 issued by the HARCO NATIONAL INSURANCE COMPANY in the amount of THREE HUNDRED THIRTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SEVEN AND 73//100 DOLLARS (\$338,587.73) on behalf of TAYLOR MORRISON OF FLORIDA, INC. as Principal, and in favor of HILLSBOROUGH COUNTY, FLORIDA

NOW Therefore, it is agreed that the purpose of this rider is to:

- 1) Change the Completion Time from 24 months to 4 months
- 2) Change the Bond Expiration from November 1, 2027 to March 1, 2026

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 23rd day of OCTOBER, 2025

Signed, sealed and dated this 19<sup>TH</sup> day of NOVEMBER, 2025

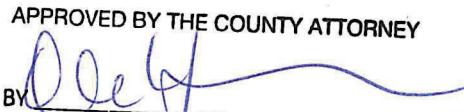
HARCO NATIONAL INSURANCE COMPANY

Surety

  
JENNIFER OCHS,

Attorney-in-Fact

APPROVED BY THE COUNTY ATTORNEY

BY   
D. DeH  
Approved As To Form And Legal  
Sufficiency.  
as amended

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

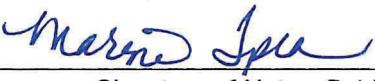
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

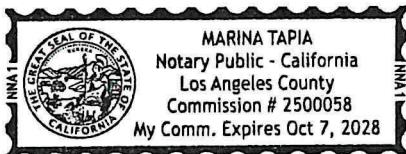
State of California )  
County of LOS ANGELES )  
On NOV 19 2025 before me, MARINA TAPIA, NOTARY PUBLIC,  
Date *Here Insert Name and Title of the Officer*  
personally appeared JENNIFER OCHS  
*Name(s) of Signer(s)*

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.

WITNESS my hand and official seal.

Signature   
*Marina Tapia*  
Signature of Notary Public



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): \_\_\_\_\_

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: \_\_\_\_\_

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 3004670

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

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Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents  
on this 31st day of December, 2023

STATE OF NEW JERSEY  
County of Essex

STATE OF ILLINOIS  
County of Cook



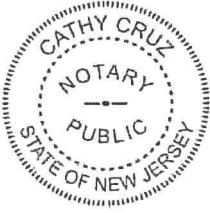
Michael F. Zurcher

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 19th, 2025



Irene Martins, Assistant Secretary

# Indigo Creek Phase 2

## Performance Bond Calculation

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

### SUMMARY

Description	Completed	Incomplete	Total
Earthwork	\$147,085.34	\$16,342.81	\$163,428.15
Paving	\$594,409.64	\$66,045.52	\$660,455.16
Water	\$317,180.83	\$35,242.31	\$352,423.14
Wastewater	\$570,457.36	\$63,384.15	\$633,841.51
Drainage	\$598,684.40	\$66,520.49	\$665,204.89
Reclaim	\$210,014.15	\$23,334.90	\$233,349.05
<b>Total</b>	<b>\$2,437,831.72</b>	<b>\$270,870.18</b>	<b>\$2,708,701.90</b>

### Performance Bond Amount (125% of total)

**\$338,587.73**

(Performance Bond Amount based on Incomplete work)

Victor Barbosa, Professional Engineer, State  
of Florida, License No. 58548

This item has been digitally signed and  
sealed by Victor Barbosa, PE on 10/22/2025.

Printed copies of this document are not  
considered signed and sealed and the  
signature must be verified on any electronic  
copies.

Victor E Barbosa



Victor Barbosa, P.E.  
Florida License # 58548

Digitally signed by Victor E Barbosa  
Date: 2025.10.22 10:04:34-04'00  
Document ID: 41020000001932448422420129801  
Organization: C-US  
Reason: I have reviewed this document  
Date: 2025.10.22 10:04:34-04'00

## EARTHWORK

Description	Quantity	Unit	Unit Price	Amount
Sodding Bahia	17950	SY	3	\$56,722.00
Grading (Lot)	20	AC	1959	\$39,185.00
Grading (ROW)	5	AC	6211	\$31,054.75
Seeding & Mulching	20	AC	1823	\$36,466.40

**TOTAL = \$163,428.15**

## PAVING

Description	Quantity	Unit	Unit Price	Amount
Pave 1 3/4" Type SP-12.5 Asphalt - Sub	10780	SY	\$18.29	\$197,166.20
Road Base Crushed Concrete 06"	10780	SY	\$14.49	\$156,202.20
Subgrade Stabilized 12"	10780	SY	\$6.74	\$72,657.20
Concrete Curb Miami	8390	LF	\$15.54	\$130,380.60
Concrete Sidewalk 6"-SY (Non-Reinforced)	750	SY	\$79.96	\$59,970.00
Sodding Bahia 4' BOC	3730	SY	\$3.16	\$11,786.80
Signage & Striping - LS	1	LS	\$12,154.68	\$12,154.68
ADA Concrete Access Ramps W/Domes	11	EA	\$1,830.68	\$20,137.48

**TOTAL = \$660,455.16**

## WATER

Description	Quantity	Unit	Unit Price	Amount
PW PVC (DR-18) 04"	382	LF	\$28.31	\$10,814.42
PW PVC (DR-18) 06"	2148	LF	\$33.67	\$72,323.16
PW PVC (DR-18) 08"	1879	LF	\$47.82	\$89,853.78
Potable Water Gate Valves 04" (ALL)	1	EA	\$1,423.55	\$1,423.55
Potable Water Gate Valves 06" (ALL)	6	EA	\$1,782.21	\$10,693.26
Potable Water Gate Valves 08" (ALL)	9	EA	\$2,514.19	\$22,627.71
PW Services Water Single	20	EA	\$726.17	\$14,523.40
PW Services Water Double	52	EA	\$879.06	\$45,711.12
Fire Hydrant Assembly	8	EA	\$7,659.84	\$61,278.72
Potable Water Blowoffs (Permanant)	2	EA	\$1,955.51	\$3,911.02
Sample Points	1	EA	\$1,230.19	\$1,230.19
Potable Water Testing & Chlorination	4409	LF	\$4.09	\$18,032.81

**TOTAL = \$352,423.14**

## WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
FM PVC Pipe 06"	1215	LF	\$40.17	\$48,806.55
Force Main Pressure Testing	1215	LF	\$0.64	\$777.60
SS PVC (SDR-26) 08" 00-06'	890	LF	\$46.26	\$41,171.40
SS PVC (SDR-26) 08" 06-08'	988	LF	\$62.31	\$61,562.28
SS PVC (SDR-26) 08" 08-10'	816	LF	\$63.71	\$51,987.36
SS PVC (SDR-26) 08" 10-12'	668	LF	\$67.12	\$44,836.16
SS PVC (SDR-26) 08" 12-14'	439	LF	\$69.22	\$30,387.58
SS PVC (SDR-26) 08" 14-16'	96	LF	\$131.61	\$12,634.56
SS Manhole 4' Dia 00-06' (Unlined)	6	EA	\$5,326.45	\$31,958.70
SS Manhole 4' Dia 06-08' (Unlined)	5	EA	\$5,951.92	\$29,759.60
SS Manhole 4' Dia 08-10' (Unlined)	4	EA	\$6,599.94	\$26,399.76
SS Manhole 4' Dia 10-12' (Unlined)	3	EA	\$8,004.20	\$24,012.60
SS Manhole 4' Dia 12-14' (Unlined)	1	EA	\$8,759.16	\$8,759.16
SS Outside Drop Manhole 4' 10-12'	1	EA	\$9,341.35	\$9,341.35
SS Outside Drop Manhole 5' 15-16'	1	EA	\$13,682.40	\$13,682.40
Sewer Services Single (8"x6")	30	EA	\$1,418.16	\$42,544.80
Sewer Services Double (8"x6")	47	EA	\$1,778.57	\$83,592.79
TV Inspection Sewer	3897	LF	\$18.38	\$71,626.86
<b>TOTAL =</b>				<b>\$633,841.51</b>

## DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
RCP 15"	1030	LF	\$62.96	\$64,848.80
RCP 18"	272	LF	\$75.31	\$20,484.32
RCP 24"	1271	LF	\$117.29	\$149,075.59
RCP 30"	768	LF	\$157.68	\$121,098.24
Type 1 Curb Inlet	16	EA	\$10,379.75	\$166,076.00
Type C Inlet	4	EA	\$4,283.34	\$17,133.36
Type D Bubbler	1	EA	\$6,413.95	\$6,413.95
Control Structure Type C	2	EA	\$10,483.82	\$20,967.64
Type D Control Structure	2	EA	\$6,413.95	\$12,827.90
RCP MES 15"	1	EA	\$1,731.60	\$1,731.60
RCP MES 24"	2	EA	\$2,255.16	\$4,510.32
RCP MES 30"	3	EA	\$7,805.73	\$23,417.19
Junction Box 48"	6	EA	\$6,674.77	\$40,048.62
TV Storm Drainage	3341	LF	\$4.96	\$16,571.36

**TOTAL = \$665,204.89**

## RECLAIM

Description	Quantity	Unit	Unit Price	Amount
RU PVC (DR-18) - Reuse 02"	98	LF	\$13.24	\$1,297.52
RU PVC (DR-18) - Reuse 04"	4652	LF	\$25.33	\$117,835.16
RU Services Single Short W-Meter 2"	4	EA	\$3,827.12	\$15,308.48
RU Gate Valves 04"	15	EA	\$1,463.55	\$21,953.25
RU Tapping Valve 08"x04"	1	EA	\$8,328.03	\$8,328.03
RU Water Blowoff (Permanant)	1	EA	\$1,955.51	\$1,955.51
RU Services Single	40	EA	\$626.39	\$25,055.60
RU Services Double	42	EA	\$830.25	\$34,870.50
RU Pressure Testing	4750	LF	\$1.42	\$6,745.00
			<b>TOTAL =</b>	<b>\$233,349.05</b>

## **SUBDIVISION WARRANTY BOND - ON SITE**

**KNOW ALL MEN BY THESE PRESENTS**, that we Taylor Morrison of Florida, Inc.

\_\_\_\_\_called the Principal, and Harco National Insurance  
Company \_\_\_\_\_ called the Surety, are held and firmly bound unto the  
**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Two Hundred Forty-Two Thousand, One Hundred Forty-Four Dollars 19/100 (\$ 242,144.19 ) Dollars for the payment of which  
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS**, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Indigo Creek Phase 2. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Paving, Water, Wastewater, Drainage, Reclaim

**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 for Warranty of the Required Improvements", 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:**

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Indigo Creek Phase 2 against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;

C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL May 13, 2027.

SIGNED, SEALED AND DATED this 24th day of November, 2025.

ATTEST:

Tina Golub  
TINA GOLUB

Taylor Morrison of Florida, Inc.

By MLR  
Principal Land Development Director

HARCO NATIONAL INSURANCE COMPANY

Jennifer Ochs  
Surety

Seal

ATTEST:

By Jennifer Ochs, Attorney-in-Fact

Attorney-In-Fact

Seal

APPROVED BY THE COUNTY ATTORNEY

BY

Debt  
Approved As To Form And Legal  
Sufficiency.

As amended

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 NOV 24 2025 before me, MARINA TAPIA, NOTARY PUBLIC,

Date

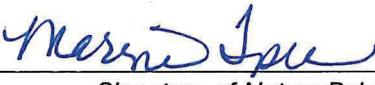
personally appeared JENNIFER OCHS

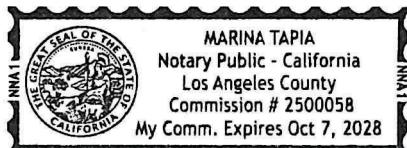
Name(s) of Signer(s)

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.

WITNESS my hand and official seal.

Signature   
Signature of Notary Public



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): \_\_\_\_\_ 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: \_\_\_\_\_

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 3004691

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SANDRA CORONA, ETHAN SPECTOR, JENNIFER OCHS, ALYSHA MENDOZA, SARAH CAMPBELL, MB NEELY, CHASE SEYFORTH, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, JAREN A. MARX, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents  
on this 31st day of December, 2023

STATE OF NEW JERSEY  
County of Essex

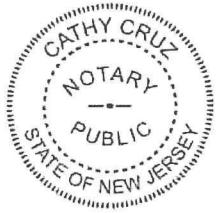
Michael F. Zurcher  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 24, 2025

Irene Martins, Assistant Secretary

A00984

## SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
Taylor Morrison of Florida, Inc. \_\_\_\_\_, 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 Ph. 2 \_\_\_\_\_ (hereafter referred to as the "Subdivision"); and

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

WHEREAS, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

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

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Twelve (12) 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 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 3004669 dated, 10/23/2025 with Taylor Morrison of Florida \_\_\_\_\_ as Principal, and Harcos National Insurance Company \_\_\_\_\_ as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Jura Cau

Witness Signature

Subdivider:

MPD

By

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Michael Piendel

Name (typed, printed or stamped)

Land Development Director

Title

10210 Highland Manor Dr, Suite 450 Tampa, FL 33610

Address of Signer

813-447-1106

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

VICTOR D. CRIST

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_

Deputy Clerk

By: \_\_\_\_\_

Chair

APPROVED BY THE COUNTY ATTORNEY

BY Child  
Approved As To Form And Legal  
Sufficiency.

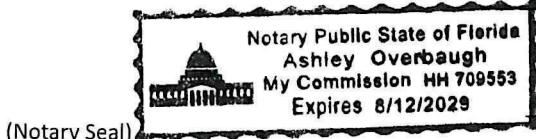
**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this20 day of November, 2025, by Michael Piendel as  
(day) (month) (year) (name of person acknowledging)Land Development Director for Taylor Morrison of Florida.  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed) Personally Known OR  Produced IdentificationN/A

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Ashley Overbaugh

(Print, Type, or Stamp Commissioned Name of Notary Public)

709553

(Commission Number)

8/12/2029

(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this       day of       ,       , by       .  
(day) (month) (year) (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)

(Notary Seal)

(Commission Number)

(Expiration Date)

## SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Taylor Morrison of Florida, Inc.  
called the Principal, and Harcos National  
Finance Company called the Surety, are held and firmly bound unto the  
DO OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Seven Thousand  
One Hundred Thirty-Seven Dollars 50/100 (\$ 7,437.50) Dollars for the payment of which sum,  
and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and  
equally, 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 2 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 2** subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within **Twelve (12)** months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and

B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND  
EFFECT UNTIL November 1, 2026 .

SIGNED, SEALED AND DATED this 23rd day of October, 2025.

ATTEST:

Proline

Tina Goiub

Taylor Morrison of Florida, Inc.  
BY: MMR  
PRINCIPAL (SEAL)  
Michael Viendel, Land Development Director

HARCO NATIONAL INSURANCE COMPANY

SURETY (SEAL)

ATTEST

*Handwritten signature*

Jennifer Ochs  
Jennifer Ochs, ATTORNEY-IN-FACT (SFAI)

APPROVED BY THE COUNTY ATTORNEY

BY Chris Ly  
Approved As To Form And Legal  
Sufficiency.  
As amended

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

## **CIVIL CODE § 1189**

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 OCT 23 2025 before me, MARINA TAPIA, NOTARY PUBLIC,  
Date *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.

WITNESS my hand and official seal.

Signature Marine Ipe  
Signature of Notary Public

*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): \_\_\_\_\_

Partner –  Limited  General

Partner –  Limited  General

Individual       Attorney in Fact

Individual       Attorney in Fact

Trustee       Guardian or Co

Trustee       Guardian or Conservator

Other: \_\_\_\_\_

Other:

Signer Is Representing: \_\_\_\_\_

**Signer Is Representing:**

## HARCO NATIONAL INSURANCE COMPANY

## INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

D. GARCIA, SANDRA CORONA, ETHAN SPECTOR, JENNIFER OCHS, ALYSHA MENDOZA, SARAH CAMPBELL, MB NEELY, CHASE SEYFORTH, JANINA MONROE, MARINA TAPIA, KD WAPATO, EDWARD C. SPECTOR, ERIN BROWN, SIMONE GERHARD, JAREN A. MARX, RACHEL A. MULLEN, B. ALEMAN

Los Angeles, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2023



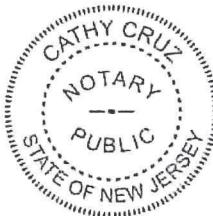
STATE OF NEW JERSEY  
County of Essex

Michael F. Zurcher  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 23rd, 2025

A00984

Irene Martins, Assistant Secretary

# Indigo Creek Phase 1

## Performance Bond Calculation

### Construction costs for setting Lot Corners

#### SUMMARY

Lot Corners	\$5,950.00
<b>Total</b>	<b>\$5,950.00</b>

**Performance Bond Amount (125% of total)** **\$7,437.50**

Victor Barbosa, Professional Engineer, State of Florida, License No. 58548

This item has been digitally signed and sealed by Victor Barbosa, PE on 10/22/2025.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Victor E Barbosa  
Digital Signature of Victor E Barbosa  
Date: 10/22/2025 10:37:11.03:34:04:07  
Software: Win32PE  
Computer Name: C-105  
Document ID: 10102144141012345678  
Document Name: Performance Bond Calculation  
Document Type: 2025-10-22-11.03.34.04.07

Victor Barbosa, P.E  
Florida License # 58548

## Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	119	EA	\$50.00	\$5,950.00
			<b>TOTAL =</b>	<b>\$5,950.00</b>