



WARRANTY INSPECTION FORM

Subdivision Name: Tierra Del Sol East Phase 2 – LDSUR-2021-75	
Road Name:	
Engineering Firm / Engineer of Record: Kelly Bulloch, PE – Kimley-Horn and Associates	
Contractor:	
Roadway Items	Condition / Remarks
A. Asphalt	
B. Shoulders:	
C. Curbs:	
D. Inlets:	
E. Mitered Ends:	
F. Swales:	
G. Sidewalks:	
H. Landscaping:	
Drainage Items	Condition / Remarks
A. Retention Ponds:	
B. Drainage	
C. Perimeter Swales:	
Utility Items:	Condition / Remarks
A. Amount Security: \$40,104.28	
B. Potable Water: Based on field inspections it appears the potable water system is functioning per design. No deficiencies identified	
C. Wastewater System:	
Inspector: Tim Bearden	
Date: 12/15/2023	

MAINTENANCE BOND Bond No. SU1169874-1

We, Taylor Morrison of Florida, Inc., as Principal, and Arch Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of MO and duly licensed to conduct surety business in the State of Florida, as Surety ("Principal" and "Surety" collectively the "Obligors"), are held and firmly bound unto Polk County, a political subdivision of the State of Florida (the "County"), or its successor in interest in the event of annexation by a municipality, as Obligee, in the sum of Forty thousand one hundred four and 28/100 (\$ 40,104.28) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us; and

WHEREAS, the County's Land Development Code (hereinafter "LDC") is by reference incorporated into and made part of this Maintenance Bond (hereinafter "Bond"); and

WHEREAS, the Principal has pursuant to the Subdivision Agreement attached hereto as Exhibit "A" constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "B" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Tierra Del Sol Phase 2 platted subdivision (the "Subdivision"), in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with the County's Land Development Division, which Plans are by reference incorporated into and made part of this Bond; and

WHEREAS, the Principal wishes to dedicate the Improvements to the public; and

WHEREAS, the LDC requires as a condition of acceptance of the Improvements that the Principal provide to the Obligee a bond warranting the Improvements for a definite period of time following the Obligee's final acceptance of said Improvements.

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

1. If the Principal shall warrant and indemnify for a period of Two (2) year(s) following the date of the Obligee's acceptance of the Improvements (the "Warranty Period") in the Subdivision, against all loss that Obligee may sustain resulting from defects in construction, design, workmanship, or materials (the "Defect"); and
2. If the Principal shall correct any Defect that occurs to the Improvements within the Warranty Period so that the Improvements thereafter comply with the technical specifications contained in the LDC; and
3. If the Principal shall faithfully perform the Subdivision Agreement at the times and in the manner prescribed in said Agreement;

Then upon approval by the Obligee this Bond shall be void, otherwise to remain in full force and effect.

4. The Obligee, its authorized agent or officer, shall notify the Principal and Surety in writing

of any Defect and shall specify in the notice a reasonable period of time within which to correct the Defect. The Surety unconditionally covenants and agrees that if the Principal fails to correct the Defect within the time specified, the Surety shall forthwith correct the Defect and pay the cost thereof, including without limitation, engineering, legal, and contingent costs. The Surety further agrees that the Obligee may demand up to the full amount of the Bond, such amount determined solely by the Obligee in its reasonable discretion, and the Surety shall forthwith pay the Obligee said amount for Obligee to correct, or caused to be corrected the Defect if the Principal should fail or refuse to do so.

5. Should the Surety fail or refuse to perform any of its obligations pursuant to this Bond, the Obligee shall have the right to resort to any and all legal remedies against the Principal and Surety, or either, both at law and in equity including specific performance, to which the Principal and Surety unconditionally agree. In such case, the Obligors agree to pay all costs incurred by the Obligee, including court costs and attorney's fees, and venue shall be in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

6. All notices, demands, and correspondence with respect to this Bond shall be in writing and deemed effective on the date of certified mailing addressed to the following, notwithstanding any changes in address:

The Surety at:

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107
PHONE: (201) 743-4000

The Principal at:

Taylor Morrison of Florida, Inc.
2600 Lake Lucien Dr # 350
Maitland, FL 32751

The Obligee at:

Polk County, Land Development Division
330 West Church Street
PO Box 9005 – Drawer GM03
Bartow, FL 33831-9005

[Signatures appear on the next page]

THIS BOND DATED THE 21st DAY OF September, 2021,
(the date of issue by the Surety).

PRINCIPAL:

[Signature]
Witness

Chrissie Kirk
Printed Name

[Signature]
Witness

Wesley Infante
Printed Name

Taylor Morrison of Florida, Inc.
Name of Corporation

By: [Signature]

Richard Rosello
Printed Name

Title:
(SEAL)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 22 day of September 2020, by Richard Rosello as
VP (title of officer) of Taylor Morrison (entity name), on behalf of the
company, who is personally known to me or has produced
_____ as identification.

(AFFIX NOTARY SEAL)

[Signature]

Notary Public
Print Name Chrissie Kirk



My Commission Expires 3/4/23

SURETY:

[Signature]
Witness

Alexis Koronkiewicz
Printed Name

[Signature]
Witness

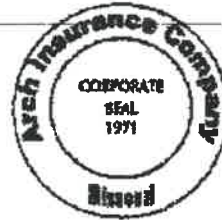
Amanda D'Angelo
Printed Name

Arch Insurance Company
Name of Corporation

By: [Signature]

Donna M. Planeta
Printed Name

Title: Attorney-in-Fact
(SEAL)



(ATTACH POWER OF ATTORNEY)

STATE OF Connecticut
COUNTY OF Hartford

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of September, ²⁰²¹~~2020~~, by Donna M. Planeta ~~John Doe~~ Attorney-in-Fact (title of officer) of Arch Insurance Company (entity name), on behalf of the company, who is personally known to me or has produced N/A as identification.

(AFFIX NOTARY SEAL)

[Signature]

Notary Public

Print Name Timothy S. Huffman

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
My Commission Expires Feb. 28, 2026

My Commission Expires 2/28/2026

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Aimee R. Perondine, Alexis Apostolidis, Amanda Pierina D'Angelo, Bethany Stevenson, Brendan Fletcher, Bryan M. Caneschi, Cassandra Baez, Donna M. Planeta, Eric Strba, Gentry Stewart, Jacqueline Rose Susco, Jennifer Gail Godere, Joshua Sanford, Kathryn Pryor, Michelle Anne McMahon, Nicholas Turecamo and Rebecca M Josephson of Hartford, CT (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of August, 2021.

Attested and Certified

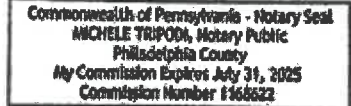
Handwritten signature of Regan A. Shulman, Secretary



Arch Insurance Company
Handwritten signature of Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

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



Handwritten signature of Michele Tripodi, Notary Public
Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 11, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of September 2021.

Handwritten signature of Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



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