

POLK COUNTY LAND DEVELOPMENT
330 W. CHURCH ST., BAROW, FL 33830
P.O.B. 9005, DRAWER GM 03
BARTOW, FL. 33831-9005
PHONE: (863) 534-6792 FAX: (863) 534-5908



WARRANTY INSPECTION FORM

Subdivision Name: Windsor Island Resort (aka Sand Mine Road Ph
1) – LDSUR-2021-65

Road Name:

Engineering Firm / Engineer of Record: Broc Althafer, P.E. – Osceola Engineering

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: \$187,756.15

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: 10/31/2023

Decrease PENALTY RIDER

BOND NO. ES00004977M

To be attached and form a part of Bond No. ES00004977M dated the 18th day of September, 2020, executed by Everest Reinsurance Company as surety, on behalf of Pulte Home Company, LLC as current principal of record, and in favor of Polk County, as Obligee, and in the amount of One Hundred Ninety One Thousand Six Hundred Fifty Eight Dollars and 92/100 (\$191,658.92).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Everest Reinsurance Company hereby consents that effective from the 6th day of April, 2021, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

FROM: One Hundred Ninety One Thousand Six Hundred Fifty Eight Dollars and 92/100 (\$191,658.92)

TO: One Hundred Eighty Seven Thousand Seven Hundred Fifty Six Dollars and 15/100 (\$187,756.15)

The Decrease of said bond penalty shall be effective as of the 6th day of April, 2021, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 6th day of April, 2021.

Everest Reinsurance Company
SURETY

BY: _____


Jeremy Polk, ATTORNEY-IN-FACT



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Jeremy Polk, Matthew Erra

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 6th day of April, 2021.

RESIDENTIAL MAINTENANCE BOND

Bond No. ES00004977M

KNOWN ALL MEN BY THESE PRESENTS, That we, Pulte Home Company, LLC, a Michigan limited liability company, as Principal, and Everest Reinsurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Delaware and duly licensed to conduct surety business in the State of Florida, as Surety, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Oblige, in the sum of One Hundred Ninety One Thousand Six Hundred Fifty Eight and 92/100 (\$ 191,658.92) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, Polk 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 constructed the improvements described in the Engineer's Cost Estimate, attached hereto as Exhibit "A" and incorporated into and made part of this Bond (hereinafter "Improvements"), in the Windsor Island Resort subdivision, in accordance with the drawings, plans, specifications, and other data and information (hereinafter "Plans") filed with Polk 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 Oblige a bond warranting the Improvements for a definite period of time following the Oblige'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 one (1) year(s) following the date of the Oblige's acceptance of the Improvements (the "Warranty Period") in the approved platted subdivision known as Windsor Island Resort, against all loss that Oblige may sustain resulting from defects in construction, design, or materials; and
2. If the Principal shall correct within the Warranty Period any failure, deterioration, or damage existing in the Improvements so that the Improvements thereafter comply with the technical specifications contained in the LDC;

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

Initials DBL

3. All notices, demands, and correspondence with respect to this Bond shall be in writing and addressed to:

The Surety at:

Everest Reinsurance Company
461 5th Avenue
New York, NY 10017

The Principal at:

Pulte Home Company, LLC
4901 Vineland Rd, Suite 500
Orlando, FL 32811

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]

IN WITNESS WHEREOF, the Principal and Surety have caused this Bond to be executed by their duly authorized officers this 17th day of September, 20 20.

Witness

Jeffrey Deason

Printed Name

Witness

Lorana Greiner

Printed Name

Witness

Irma Aguilar

Printed Name

Witness

Matthew Erra

Printed Name

PRINCIPAL:

Pulte Home Company, LLC, a Michigan
limited liability company

Name of Corporation

By: D. Bryce Langen

D. Bryce Langen

Printed Name

Title: VP & Treasurer

(SEAL)

SURETY:

Everest Reinsurance Company

Name of Corporation

By: Jeremy Polk

Jeremy Polk

Printed Name

Title: Attorney-in-Fact

(SEAL)

(Attach power of attorney)



POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

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Jeremy Polk, Matthew Erra

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

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Nichase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

A. Romano
By: Anthony Romano, Vice President

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LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 17th day of September 2020.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on September 17, 2020, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022