

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Forestar (USA) Real Estate Group Inc. (owner/principal, hereinafter referred to as "Principal"), and Markel Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$609,086.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Forestar (USA) Real Estate Group Inc. (principal) is owner of the Subdivision known as Falcon Landing Phase 1 Subdivision, which subdivision is shown on a plat prepared by

Patton Land Surveying, LLC, Georgia Registered Surveyor Number
2647, and

WHEREAS, Forestar (USA) Real Estate Group Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Falcon Landing Phase 1 Subdivision for recording purposes, and

WHEREAS, Forestar (USA) Real Estate Group Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Falcon Landing Phase 1 Subdivision for public maintenance (not applicable to private developments); Forestar (USA) Real Estate Group Inc. (principal) and Markel Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Forestar (USA) Real Estate Group Inc. (principal) agrees that all construction of the street system of Falcon Landing Phase 1 Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Forestar (USA) Real Estate Group Inc. (principal), and Markel Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Falcon Landing Phase 1 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, Markel Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Forestar (USA) Real Estate Group Inc. (principal) and Markel Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Markel Insurance Company (surety) from Hall County authorizing release of Forestar (USA) Real Estate Group Inc. (principal) and Markel Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on 3/25/24 (Date) and expires on 3/25/26 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 25th day of March, 2024.



• Forestar (USA) Real Estate Group Inc.
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

Principal's Address:
2221 E Lamar Blvd, Suite 790
Arlington, TX 76006



- Markel Insurance Company
SURETY

By: *Noah William Pierce*
Noah William Pierce, Attorney-In-Fact
Surety's Address:
4521 Highwoods Parkway
Glen Allen, VA 23060

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Catherine Thompson, Amy R. Waugh, Jynell Marie Whitehead, Noah William Pierce, Bryan M. Caneschi, Gentry Stewart, Kyle Williams

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 1st day of September, 2023.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



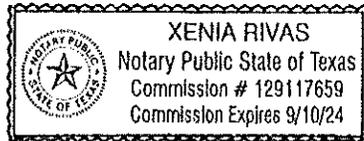
Markel Insurance Company

By: [Signature]
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 1st day of September, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]
Xenia Rivas, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of March, 2024.

SureTec Insurance Company

By: [Signature]
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary



Hall County

2875 Browns Bridge Road
Gainesville, GA 30504

P.O. Box 1435
Gainesville, GA 30503

Receipt No.: **262694**

Receipt Date: **03/27/2024**

RECEIPT

RECORD & PAYOR INFORMATION

Record ID: HSUB24-0002
Record Type: H - Subdivision - Final Plat
Property Address: 4038 CHESTATEE ROAD, GAINESVILLE, GA 30506
Record Name: Falcon Landing Subdivision
Description: Final Plat
Payor:
Primary Contact: Patton Land Surveying

PAYMENT DETAIL

Date	Payment Method	Reference	Cashier	Comments	Amount
03/27/2024	Check	49749	WSUTTON		\$1,000.00

FEE DETAIL

Fee Description	Invoice #	Quantity	Unit	Fee Amount	Current Paid
Bond Deposit	45859	1		\$1,000.00	\$1,000.00
				<u>\$1,000.00</u>	<u>\$1,000.00</u>

CONTINUATION CERTIFICATE

The Markel Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 4473580 in the sum of Six Hundred Nine Thousand Eighty Six Dollars and 00/100 (\$609,086.00) Dollars,

on behalf of Forestar (USA) Real Estate Group Inc.

in favor of Hall County, Georgia

subject to all the conditions and terms thereof through March 20, 2028 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 23rd day of January, 2026.

Markel Insurance Company

Surety

By: 

Noah William Pierce

Attorney-in-Fact



Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Noah William Pierce

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Principal: Forestar (USA) Real Estate Group Inc.

Obligee: Hall County, Georgia

Amounts: See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

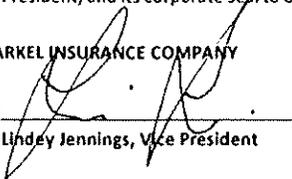
FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13th day of January, 2023.

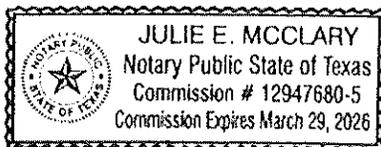
State of Texas
County of Travis:

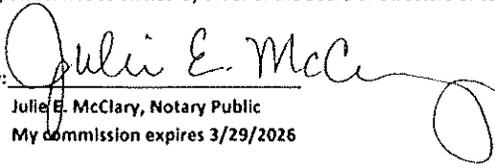


MARKEL INSURANCE COMPANY

By: 
Lindsey Jennings, Vice President

On this 13th day of January, 2023 before me personally came Lindsey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 23rd day of January, 2026

By: 
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.