

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, Meritage Homes of Georgia, Inc. (owner/principal, hereinafter referred to as "Principal"), and Nationwide Mutual 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 Six Hundred Fifteen Thousand Three Hundred Thirty Five and 39/100 Dollars (\$615,335.39)\* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Meritage Homes of Georgia, Inc. (principal) is owner of the Subdivision known as Union Grove Subdivision, which subdivision is shown on a plat prepared by Maxwell-Reddick and Associates, Georgia Registered Surveyor Number 3327, and

WHEREAS, Meritage Homes of Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Union Grove Subdivision for recording purposes, and

WHEREAS, Meritage Homes of Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Union Grove Subdivision for public maintenance (not applicable to private developments); Meritage Homes of Georgia, Inc. (principal) and Nationwide Mutual Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Meritage Homes of Georgia, Inc. (principal) agrees that all construction of the street system of Union Grove 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.

Meritage Homes of Georgia, Inc. (principal), and Nationwide Mutual 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 Union Grove 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, Nationwide Mutual Insurance Company (surety) shall pay the bond amount to Hall County.

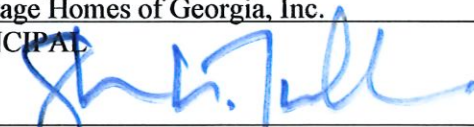
**Terms of Guaranty:**


Meritage Homes of Georgia, Inc. (principal) and Nationwide Mutual Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Nationwide Mutual Insurance Company (surety) from Hall County authorizing release of Meritage Homes of Georgia, Inc. (principal) and Nationwide Mutual Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on April 11, 2022 (Date) and expires on April 11, 2024 (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

11<sup>th</sup> day of April, 2022.

- Meritage Homes of Georgia, Inc.  
PRINCIPAL  
By:   
(Corporate Officer or other authorized representative)  
*Glen Tulk - Vice President - National Land Development*  
Principal's Address:  
3700 Mansell Road, Suite 550  
Alpharetta, GA 30022

- Nationwide Mutual Insurance Company  
SURETY  
By:   
James I Moore, Attorney-in-Fact (Authorized Representative)  
Surety's Address:  
7 World Trade Center, 37<sup>th</sup> Floor  
New York, NY 10007

- 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.

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On April 11, 2022, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of Nationwide Mutual Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

  
\_\_\_\_\_  
Lisa Marotta, Notary Public

Commission No. 946275



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

JAMES I MOORE, STEPHEN T KAZMER, DAWN L MORGAN, MELISSA SCHMIDT, AMY WICKETT, KELLY A GARDNER, JENNIFER J MCCOMB, TARIESE M PISCIOTTO, DIANE M RUBRIGHT, MARTIN MOSS

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 11th day of April, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary