

[REDACTED]

**SUBDIVISION BOND
(Corporate Principal)**

KNOW ALL MEN BY THESE PRESENTS:

That we, IH Development, LLC, as Principal and Harco National Insurance Company, the undersigned Surety, are held and firmly bound unto The City of Oklahoma City, Oklahoma (hereinafter referred to as "City"), in the full sum of Three Million Six Hundred Seventeen Thousand One Hundred Seventy Two Hundred & 35/100 (\$ 3,617,172.35) for payment of which are well and truly to be made, we, and each of us, bind ourselves, jointly and severally as to obligations found herein, by these presents.

WHEREAS, Principal has submitted to the City a Final Plat for the subdivision of a particular tract of land described as follows:

See Attached

known as Harris Creek - Phase 1; and

WHEREAS, Principal has, pursuant to 11 O.S. §547-114 (1981) and Article IV, Section 4.2.2 of the Oklahoma City Subdivision Regulations, elected to file this Bond in lieu of actual completion of the improvements and utilities as shown on the Final Plat of the above subdivision, the estimated costs of said improvement and utilities being as follows:

Paving (or Paving/Storm Sewer)	\$ <u>1,246,404</u> . <u>50</u>
Storm Sewer	\$ <u>756,306</u> . <u>00</u>
Sanitary Sewer	\$ <u>458,232</u> . <u>00</u>
Water	\$ <u>827,396</u> . <u>00</u>
10% Allowance for Cost Overrun	\$ <u>328,833</u> . <u>85</u>
TOTAL	\$ <u>3,617,172</u> . <u>35</u>

NOW, THEREFORE, the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and the Principal shall pay all bills for contractors, sub-contractors, labor and materials incurred in the installation and completion of said improvements and utilities; and the Principal shall hold harmless and indemnify The City against all liability, loss or claim for damages by reason of or arising out of the installation and/or completion of said improvements and/or utilities.

NOW, FURTHER, if the Principal shall not, within two (2) years of the approval of this Bond by the Council of The City, have faithfully installed and completed all improvements and utilities in the above subdivision as shown on the Final Plat thereof in accordance with the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City, as certified by the City Engineer, then upon demand by The City, the Surety shall promptly:

1.) Pay over to The City all or such part of the amounts specified in this Bond as are necessary to install and/or complete all improvements and utilities as shown by the Final Plat according to the estimated costs of completion as prepared and certified by the City Engineer; or

2.) Install and/or complete the improvements and utilities as set out in the Final Plat in accordance with the provisions of this Bond as applicable to the Principal.

NOW, FURTHER, if the Principal shall not have paid for all material and labor entering into the construction of the improvements then upon demand by The City, the Surety shall promptly pay for all material and labor entering into the construction of the improvements.

NOW, FURTHER, if the Principal shall, within two (2) years from the date of approval of this Bond by the Council of The City, faithfully install and complete all improvements and utilities in the above subdivision as shown on the Final Plat thereof, in accordance with all the requirements and ordinances of The City, the Subdivision Regulations of The City and plans and specifications approved by The City; and if the Principal has paid for all material and labor entering into the construction of the improvements then this Bond shall be released by The City, otherwise it is to remain in full force.

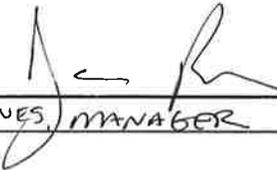
NOW, FURTHER, in the event The City shall bring suit to enforce this Bond, it shall be entitled to recover, in addition to the face amount of this bond, reasonable attorney fees and all other costs of such action.

Dated this 31st day of July, 2024

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officer, the day and year above written.

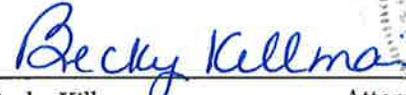
Principal

IH Development, LLC

By: 
DAN REEVES, MANAGER

Surety

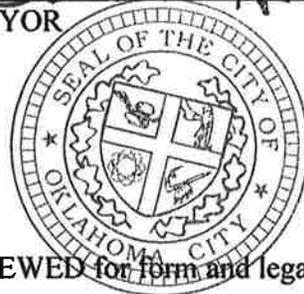
Harco National Insurance Company

By: 
Becky Killman, Attorney-in-Fact



APPROVED by the Council of THE CITY OF OKLAHOMA CITY this 27th day of August, 2024.


MAYOR



ATTEST:

City Clerk

REVIEWED for form and legality.


Assistant Municipal Counselor

PROPERTY DESCRIPTION

A tract of land being the Southeast Quarter (SE/4) of Section Three (3), Township Thirteen (13) North, Range Five (5) West of the Indian Meridian, Canadian County, Oklahoma, being more particularly described as follows:

Beginning at the Southeast (SE) Corner of said Southeast Quarter (SE/4), said point being the
POINT OF BEGINNING;

THENCE South 89°51'30" West, along and with the South line of said Southeast Quarter (SE/4), a distance of 684.41 feet;

THENCE North 00°08'30" West, departing said South line, a distance of 378.65 feet;

THENCE North 20°17'54" West, a distance of 170.00 feet;

THENCE North 69°42'06" East, a distance of 23.70 feet;

THENCE North 00°13'03" West, a distance of 690.73 feet;

THENCE South 89°46'57" West, a distance of 95.00 feet;

THENCE South 44°46'57" West, a distance of 35.36 feet;

THENCE North 90°00'00" West, a distance of 50.19 feet;

THENCE North 45°13'03" West, a distance of 35.09 feet;

THENCE South 89°46'57" West, a distance of 90.00 feet;

THENCE on a curve to the left having a radius of 125.00 feet, a chord bearing of South 85°40'33" West, a chord length of 17.90 feet and an arc length of 17.92 feet;

THENCE North 08°25'51" West, a distance of 50.00 feet;

THENCE North 00°13'03" West, a distance of 121.79 feet;

THENCE North 27°13'03" West, a distance of 164.07 feet;

THENCE South 62°46'57" West, a distance of 117.78 feet;

THENCE North 68°42'18" West, a distance of 132.57 feet;

THENCE North 21°17'42" East, a distance of 130.07 feet;

THENCE on a non-tangent curve to the right having a radius of 175.00 feet, a chord bearing of North 69°30'02" West, a chord length of 4.86 feet and an arc length of 4.86 feet;

THENCE North 68°42'18" West, a distance of 6.99 feet;

THENCE North 21°17'42" East, a distance of 50.00 feet;

THENCE North $54^{\circ}02'55''$ East, a distance of 29.20 feet;
THENCE North $00^{\circ}13'03''$ West, a distance of 108.83 feet;
THENCE North $89^{\circ}46'57''$ East, a distance of 180.00 feet;
THENCE North $00^{\circ}13'03''$ West, a distance of 40.00 feet;
THENCE North $89^{\circ}46'57''$ East, a distance of 130.00 feet;
THENCE North $00^{\circ}13'03''$ West, a distance of 30.84 feet;
THENCE North $89^{\circ}46'57''$ East, a distance of 173.29 feet;
THENCE North $23^{\circ}43'09''$ East, a distance of 16.54 feet;
THENCE North $00^{\circ}13'03''$ West, a distance of 535.17 feet;
THENCE North $90^{\circ}00'00''$ East, a distance of 16.94 feet;

THENCE North $00^{\circ}22'25''$ West, a distance of 168.85 feet to a point on the North line of said
Southeast Quarter (SE/4);

THENCE North $89^{\circ}38'05''$ East, along and with the North line of said Southeast Quarter (SE/4),
a distance of 715.31 feet to the Northeast (NE) Corner of said Southeast Quarter (SE/4);
THENCE South $00^{\circ}55'08''$ East, along and with the East line of said Southeast Quarter (SE/4),
a distance of 2,639.06 feet to the POINT OF BEGINNING.

Containing 2,167,970 square feet or 49.7697 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North
Zone NAD83). The East line of the Southeast Quarter (SE/4) of Section Three (3), Township
Thirteen (13) North, Range Five (5) West having a bearing of South $00^{\circ}55'08''$ East.

**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

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

VAUGHN GRAHAM, JR., VAUGHN P. GRAHAM, CAREY KENNEMER, SHELLI R. SAMSEL, TOM PERRAULT, BECKY KILLMAN, KRISTIN LEWIS, FAITH BURLESON, STEPHEN M. POLEMAN, VICKI WILSON, TRAVIS E. BROWN, DWIGHT A. PILGRIM, J. KELLY DEER, DEBORAH L. RAPER, AUSTIN K. GREENHAW, JAMIE M. BURRIS, RYAN MATTHEW SANDERS, JOSHUA BRYAN

Tulsa, OK

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, July 31, 2024

Irene Martins, Assistant Secretary