

SUBJECT: Fern Trail **PI#6823**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 9, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Authorize the Development Services Department, as the administrative authority designated by Resolution R25-042 to receive, review and process plat or replat submittals, to accept the dedications to Hillsborough County as reflected on the attached plat for the Fern Trail, located in Section 17, Township 32 and Range 20. Further authorize the Development Services Department to administratively accept the Subdivision's public improvement facilities (on-site roads, drainage, water & wastewater and off-site sidewalks) for maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$2,493,206.38, a Warranty Bond in the amount of \$199,456.51 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$6,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for this project based on a Developer Agreement and a payment of \$396,040.00 was made on May 15, 2025.

BACKGROUND:

On October 31, 2024, Permission to Construct Prior to Platting was issued for Fern Trail, after construction plan review was completed on September 11, 2024. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developer is AMH Development, LLC. and the engineer Hamilton Engineering & Surveying, LLC.

FERN TRAIL
PI#6823
VICINITY MAP



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED ON-SITE AND OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between AMH Development, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Fern Trail _____ (hereafter, the "Subdivision"); and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the Subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of the Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Subdivision; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project:

Roads/Streets, Water Distribution System, Sanitary Sewer System, Drainage System

and Offsite Sidewalk and Roads/Streets

(hereafter, the "County Improvements"); and

WHEREAS, the County requires the Subdivider to warranty the aforementioned County Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with the Subdivision, within twelve (12) months

from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____ and number _____ dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 108294868 dated, 7/28/25 with _____
AMH Development, LLC as Principal, and _____
Travelers' Casualty as Surety, or
A Warranty Bond, number 108294870 dated, 7/28/25 with _____
AMH Development, LLC as Principal, and _____
Travelers' Casualty as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

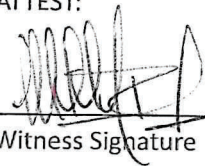
An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective County Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the County improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:


Witness Signature

Michael L. BAGDANOV
Printed Name of Witness


Witness Signature

Jeff Oligschlaeger
Printed Name of Witness

NOTARY PUBLIC



CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
Clerk of the Circuit Court

By: _____
Deputy Clerk

Subdivider:

By 
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Joseph Guttuso
Name (typed, printed or stamped)

Director Land Development
Title


3923 Coconut Palm Dr., Suite 110
Address of Signer Tampa, FL 33619

561-289-5290
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4 day of AUGUST, 2025, by Joseph Guttuso as
(day) (month) (year) (name of person acknowledging)
Director of Land Development for AMH Development, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Leslie Reyes

(Print, Type, or Stamp Commissioned Name of Notary Public)



LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

HH299935

(Commission Number)

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

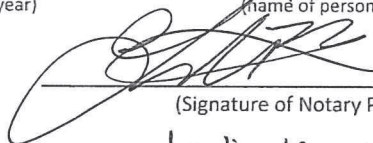
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

4 day of AUGUST, 2025, by Joseph Guttuso
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Leslie Reyes

(Print, Type, or Stamp Commissioned Name of Notary Public)



LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

HH299935

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND

On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we AMH Development, LLC
called the Principal, and Travelers Casualty and Surety Company of America called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Two Million Four Hundred Ninety-Three Thousand Two Hundred Six Dollars and 38/100 (\$ 2,493,206.38) Dollars for the payment of which
sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in
its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which
regulations are by reference hereby incorporated into and made a part of this performance bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of
Hillsborough County; and

WHEREAS, these subdivision regulations require the construction of on-site and off-site improvements in
connection with the platting of the Fern Trail subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services
Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information
relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat,
sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance
with the specifications found in the aforementioned subdivision regulations and required by the Board of County
Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area and associated
off-site area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument
ensuring completion of construction of the aforementioned improvements within a time period established by said
regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered
into a Subdivider's Agreement, hereafter the "Agreement", the terms of which require the Principal to submit an instrument
ensuring completion of construction of required improvements; and

WHEREAS, the terms of said Agreement are by reference, hereby, incorporated into and made
a part of this Subdivision Performance Bond.

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Fern Trail subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 9, 2026.

SIGNED, SEALED AND DATED this 28th day of July, 2025.

ATTEST:



AMH Development, LLC
By Joseph Buttuso / Director / Land Development
Principal Seal
AMH Development

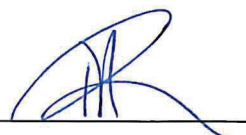
Travelers Casualty and Surety Company of America

Surety


Seal

ATTEST:



By 
Attorney-In-Fact Seal
Maria D. Reynoso

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Maria D. Reynoso
Name(s) of principal(s)

Date: July 28, 2025

(Official Seal)



Julia Ortega
Official Signature of Notary
Julia Ortega, Notary Public
Notary's printed or typed name

My commission expires: Dec. 1, 2027

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MARIA REYNOSO

License Number : W936416

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

12/19/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to **ONLY** those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.flds.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/divisionagents.



Jimmy Patronis
Chief Financial Officer
State of Florida



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Maria D Reynoso** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

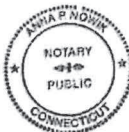
City of Hartford ss.


By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **July**, **2025**




Kevin E. Hughes, Assistant Secretary

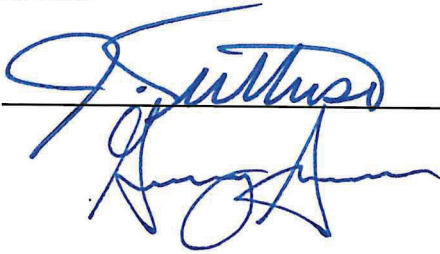
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 9, 2028

SIGNED, SEALED AND DATED this 28th day of July, 2025

ATTEST:



By 
Principal Armit Development Seal Developer


Travelers Casualty and Surety Company of America

Surety


Seal

ATTEST:



By 
Attorney-In-Fact
Maria D. Reynoso Seal

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal Sufficiency.

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

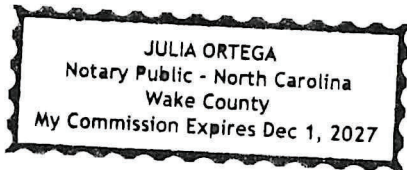
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Maria D. Reynoso
Name(s) of principal(s)

Date: July 28, 2025

(Official Seal)



Official Signature of Notary
Julia Ortega, Notary Public
Notary's printed or typed name

My commission expires: Dec. 1, 2027

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Maria D Reynoso** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

By: 
Bryce Grissom, Senior Vice President

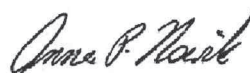
City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **July**, **2025**





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MARIA REYNOSO

License Number : W936416

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)


Issue Date

12/19/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 625.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridafdo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Fern Trail

Performance Bond Calculation

Construction costs for the streets, drainage, potable water sanitary sewer system & offsite improvements

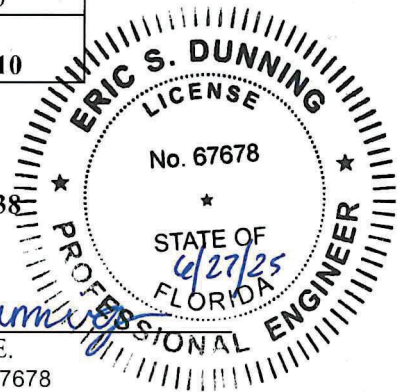
SUMMARY

Paving	\$499,182.40
Water	\$270,009.95
Wastewater	\$521,330.60
Drainage	\$615,736.95
Offsite	\$88,305.20
Total	\$1,994,565.10

Performance Bond Amount (125% of total)

\$2,493,206.38


Eric Dunning, P.E.
Florida License # 67678



PAVING

Description	Quantity	Unit	Unit Price	Amount
1.5" Type SP 12.5 Asphalt	5,194	SY	\$19.50	\$101,283.00
12" Crushed Concrete Base	5,194	SY	\$35.00	\$181,790.00
Lift Station Concrete Driveway	1,225	SF	\$10.80	\$13,230.00
4" Concrete Sidewalk	3,402	SF	\$8.20	\$27,896.40
6" Concrete Sidewalk	1,921	SF	\$10.80	\$20,746.80
Miami Curb	4,477	LF	\$26.60	\$119,088.20
Valley Curb	100	LF	\$43.80	\$4,380.00
D Curb	48	LF	\$28.50	\$1,368.00
Signage & Striping	1	LS	\$10,000.00	\$10,000.00
Handicap Ramps (Complete w/ detectable warnings)	20	EA	\$970.00	\$19,400.00
			Total =	\$499,182.40

WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC Water Main	2,095	LF	\$33.95	\$71,125.25
6" DIP Water Main	119	LF	\$69.90	\$8,318.10
12" Gate Valve	4	EA	\$3,000.00	\$12,000.00
6" Gate Valve	6	EA	\$2,250.00	\$13,500.00
2" Gate Valve	2	EA	\$1,500.00	\$3,000.00
12"x6" Tee	2	EA	\$500.00	\$1,000.00
6"x2" Tee	1	EA	\$400.00	\$400.00
Fire Hydrant Assembly ¹	2	EA	\$8,750.00	\$17,500.00
Single Water Service Short	32	EA	\$530.00	\$16,960.00
Single Water Service Long	36	EA	\$700.00	\$25,200.00
Water Service for Lift Station ²	1	EA	\$2,950.00	\$2,950.00
16" Jack and Bore	57	LF	\$1,000.00	\$57,000.00
Connection to Existing Water Main	2	EA	\$7,500.00	\$15,000.00
Temporary Construction Meter	1	EA	\$19,500.00	\$19,500.00
1" Water Meter & RPZ Backflow Preventor	1	EA	\$600.00	\$600.00
Chlorination & Testing	2,291	LF	\$2.60	\$5,956.60
			Total =	\$270,009.95

WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" Pvc Sewer (0'-6' Cut)	585	LF	\$36.85	\$21,557.25
8" Pvc Sewer (6'-8' Cut)	762	LF	\$38.00	\$28,956.00
8" Pvc Sewer (8'-10' Cut)	690	LF	\$40.75	\$28,117.50
8" Pvc Sewer (10'-12' Cut)	66	LF	\$44.50	\$2,937.00
Sanitary Manhole (0'-6' Cut)	2	EA	\$6,600.00	\$13,200.00
Sanitary Manhole (6'-8' Cut)	3	EA	\$7,000.00	\$21,000.00
Sanitary Manhole (8'-10' Cut)	3	EA	\$7,500.00	\$22,500.00
Sanitary Manhole (10'-12' Cut)	1	EA	\$8,000.00	\$8,000.00
4" PVC Forcemain ¹	1279	LF	\$26.70	\$34,149.30
4" Plug Valve	3	EA	\$2,050.00	\$6,150.00
16"x4" Tapping Sleeve & Valve	1	EA	\$9,000.00	\$9,000.00
Connect to Existing Forcemain	1	LS	\$7,000.00	\$7,000.00
Public Lift Station (10' cut)	1	LS	\$220,000.00	\$220,000.00
Sanitary Single Service	10	EA	\$1,500.00	\$15,000.00
Sanitary Double Service	29	EA	\$2,000.00	\$58,000.00
Sewer Sewer Testing	2103	LF	\$10.70	\$22,502.10
Pressure Test	1279	LF	\$2.55	\$3,261.45
			Total =	\$521,330.60

DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
12" RCP Storm	84	LF	\$40.00	\$3,360.00
15" RCP Storm	131	LF	\$54.20	\$7,100.20
18" RCP Storm	1155	LF	\$60.40	\$69,762.00
24" RCP Storm	1018	LF	\$93.00	\$94,674.00
30" RCP Storm	550	LF	\$125.00	\$68,750.00
36" RCP Storm	324	LF	\$160.00	\$51,840.00
48" RCP Storm	143	LF	\$230.00	\$32,890.00
Type 1 Curb Inlet	12	EA	\$9,550.00	\$114,600.00
Type C GTI	14	EA	\$4,450.00	\$62,300.00
Storm Manhole	6	EA	\$5,750.00	\$34,500.00
Control Structure	1	EA	\$9,800.00	\$9,800.00
12" MES	1	EA	\$2,000.00	\$2,000.00
24" MES	1	EA	\$4,500.00	\$4,500.00
48" MES	2	EA	\$9,700.00	\$19,400.00
Soil Tracking Prevention Device	1	EA	\$5,700.00	\$5,700.00
Storm Sewer Testing	3405	LF	\$10.15	\$34,560.75
			Total =	\$615,736.95

OFFSITE

Description	Quantity	Unit	Unit Price	Amount
2.5" Type SP 12.5 Asphalt	218	SY	\$30.00	\$6,540.00
6" Crushed Concrete Base	218	SY	\$19.00	\$4,142.00
12" Stabilized Subgrade (LBR 40)	262	SY	\$15.00	\$3,924.00
6" Concrete Sidewalk	6,824	SF	\$10.80	\$73,699.20
			TOTAL	\$88,305.20

Fern Trail

Warranty Bond Calculation

Construction costs for the streets, drainage, potable water, sanitary sewer system & offsite improvements

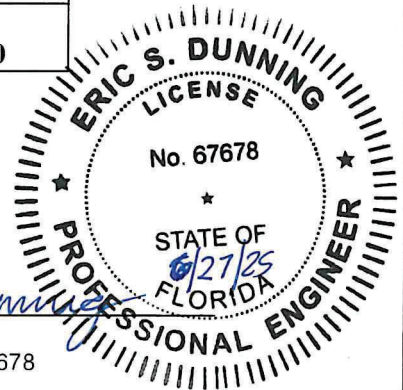
SUMMARY

Paving	\$499,182.40
Water	\$270,009.95
Wastewater	\$521,330.60
Drainage	\$615,736.95
Offsite	\$88,305.20
Total	\$1,994,565.10

Performance Bond Amount (10% of total)

\$199,456.51


Eric Dunning, P.E.
Florida License # 67678



PAVING

Description	Quantity	Unit	Unit Price	Amount
1.5" Type SP 12.5 Asphalt	5,194	SY	\$19.50	\$101,283.00
12" Crushed Concrete Base	5,194	SY	\$35.00	\$181,790.00
Lift Station Concrete Driveway	1,225	SF	\$10.80	\$13,230.00
4" Concrete Sidewalk	3,402	SF	\$8.20	\$27,896.40
6" Concrete Sidewalk	1,921	SF	\$10.80	\$20,746.80
Miami Curb	4,477	LF	\$26.60	\$119,088.20
Valley Curb	100	LF	\$43.80	\$4,380.00
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Signage & Striping	1	LS	\$10,000.00	\$10,000.00
Handicap Ramps (Complete w/ detectable warnings)	20	EA	\$970.00	\$19,400.00
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WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC Water Main	2,095	LF	\$33.95	\$71,125.25
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12" Gate Valve	4	EA	\$3,000.00	\$12,000.00
6" Gate Valve	6	EA	\$2,250.00	\$13,500.00
2" Gate Valve	2	EA	\$1,500.00	\$3,000.00
12"x6" Tee	2	EA	\$500.00	\$1,000.00
6"x2" Tee	1	EA	\$400.00	\$400.00
Fire Hydrant Assembly ¹	2	EA	\$8,750.00	\$17,500.00
Single Water Service Short	32	EA	\$530.00	\$16,960.00
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Water Service for Lift Station ²	1	EA	\$2,950.00	\$2,950.00
16" Jack and Bore	57	LF	\$1,000.00	\$57,000.00
Connection to Existing Water Main	2	EA	\$7,500.00	\$15,000.00
Temporary Construction Meter	1	EA	\$19,500.00	\$19,500.00
1" Water Meter & RPZ Backflow Preventor	1	EA	\$600.00	\$600.00
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Sanitary Manhole (0'-6' Cut)	2	EA	\$6,600.00	\$13,200.00
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Storm Sewer Testing	3405	LF	\$10.15	\$34,560.75
			Total =	\$615,736.95

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6" Concrete Sidewalk	6,824	SF	\$10.80	\$73,699.20
			TOTAL	\$88,305.20

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between
AMH Development, LLC _____, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as
Fern Trail _____ (hereafter referred to as the "Subdivision"); and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider agrees to install the aforementioned lot corners in the platted area.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within
Twelve _____ (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____,
with _____ by
order of _____,
 - b. A Performance Bond, number 108294869 dated, 7/28/25
_____ with _____
AMH Development, LLC _____ as Principal, and _____
Travelers' Casualty _____ as Surety, or
 - c. Escrow agreement, dated _____, between,
_____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____,
which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill its obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:

Betry R
Witness Signature

Betry Reyes
Printed Name of Witness

Debbie L. Guttuso
Witness Signature

Debbie Guttuso
Printed Name of Witness

Subdivider:

By J Guttuso
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Joseph Guttuso
Name (typed, printed or stamped)

Director Land Development
Title

3923 Coconut Palm Dr. Suite 110
Address of Signer Tampa FL 33619

561-289-5290
Phone Number of Signer

NOTARY PUBLIC

[Signature]



LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
31 day of JULY, 2025, by Joseph Guttuso as
(day) (month) (year) (name of person acknowledging)
Director of Land Development for American Homes Development LLC.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Leslie Reyes

(Print, Type, or Stamp Commissioned Name of Notary Public)



LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

HH 299935

(Commission Number)

11/30/26

(Expiration Date)

Individual Acknowledgement

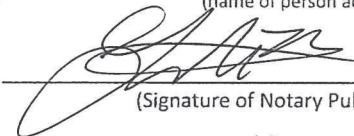
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
31 day of JULY, 2025, by Joseph Guttuso
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

Leslie Reyes

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)



LESLIE REYES
Comm.: # HH 299935
Expires: November 30, 2026
Notary Public - State of Florida

HH 299935

(Commission Number)

11/30/26

(Expiration Date)

06/2021

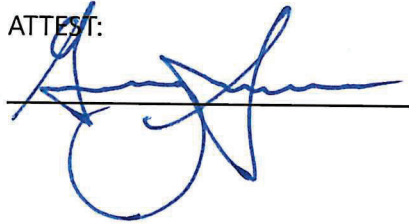
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Fern Trail subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 9, 2026.

SIGNED, SEALED AND DATED this 28th day of July, 2025.

ATTEST:



BY:



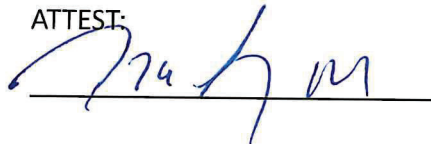
AMH Development, LLC

PRINCIPAL
Joseph Gattuso (SEAL)

Travelers Casualty and Surety Company of America

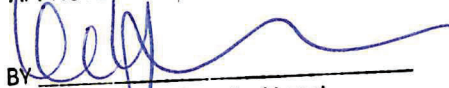
SURETY (SEAL)

ATTEST:



ATTORNEY-IN-FACT (SEAL)
Maria D. Reynoso

APPROVED BY THE COUNTY ATTORNEY



BY _____
Approved As To Form And Legal
Sufficiency.

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

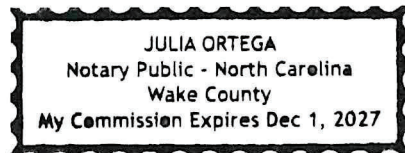
Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Maria D. Reynoso
Name(s) of principal(s)

Date: July 28, 2025

(Official Seal)




Official Signature of Notary
Julia Ortega, Notary Public
Notary's printed or typed name

My commission expires: Dec. 1, 2027

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Maria D Reynoso** of **WALNUT CREEK**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

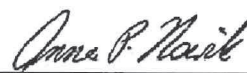
By: 
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

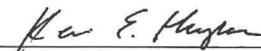
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **July**, **2025**





Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MARIA REYNOSO

License Number : W936416

Non Resident Insurance License

- 0920 - NONRES GEN LINES (PROP & CAS)

Issue Date

12/19/2022

NOTICE - This non-resident license is limited to the classes of insurance reflected above and is further limited to ONLY those classes of insurance for which you are licensed in your home state.

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fidfs.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at www.myfloridafdo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Fern Trail

Performance Bond Calculation

Construction costs for setting Lot Corners

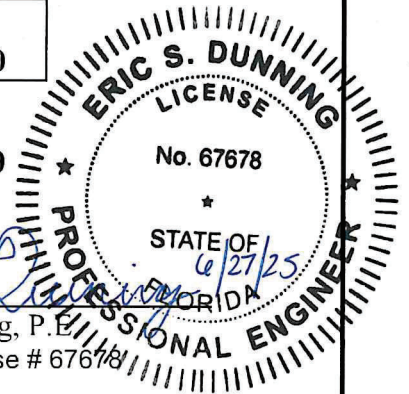
SUMMARY

Lot Corners	\$5,000.00
Total	\$5,000.00

Performance Bond Amount (125% of total)

\$6,250.00

Eric Dunning
Eric Dunning, P.E.
Florida License # 67678



Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	\$5,000.00	\$5,000.00
			TOTAL =	\$5,000.00

PLAT BOOK _____ PAGE _____

PLAT NOTES:

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT), BEING THE SOUTH BOUNDARY OF

3) SURVEYING BY A LICENSED PROFESSIONAL ENGINEER OR DETERMINATION ON WHETHER PROPERTIES WILL OR MAY BE FLOOD, AND NOTIFYING THE BOARD OF COUNTY COMMISSIONERS OF ANY CHANGES TO THE FLOOD ZONING; THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.

3) NOTICE THAT PLATS ARE RECORDED IN ITS GRAPHIC PLOT, IS THE OFFICIAL CERTIFICATION OF THE AUTHORITY BY AN OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RECORDS THAT ARE NOT RECORDED ON THE PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSVERSE MERIDIAN STATE NORTH AMERICAN DATUM OF 1883. ALL DISTANCE AND BEARINGS IS THE EXEMPTION LEFT GRS BETWEEN VERTICES THROUGHOUT NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATION TIGR4693. THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVE THAT SUCH EASEMENTS SHALL AT LEAST BE ESTABLISHED

FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

OR DRAINAGE EXISTENCE SHALL NOT CONTAIN ANTERIOR IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS OTHER THAN GRASS EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.

A. EASEMENT GRANTED TO MAINTAIN ELECTRIC CABLES AND AROUND ENCLOSURES: RECORDED DECEMBER 30, 1983 IN OFFICIAL RECORDS BOOK 547, PAGE 817 AS AMENDED BY EASEMENT NO. 2023-045760-001.

B. FENSTER SCHOOL CONJUNCTURE PROPORTIONATE SHARE ACTUAL ROLY BEING COMMITMENT NO. 2023-045760-001.

C. AGREEMENT BY AND AMONG THE SCHOOL BOARD OF HILLSBOROUGH COUNTY AND RHYANWAY WEST INVESTMENTS LLC, RECORDED SEPTEMBER 14, 2023 AS OFFICIAL RECORDS INSTRUMENT NO. 2023-045760-001.

D. NOTICE OF COVENANT/RECORD RECORDED NOVEMBER 1, 2024 AS OFFICIAL RECORDS BOOK 2024-045760-001.

NOTE: RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT RECORDED SEPTEMBER 20, 2024
OFFICIAL RECORDS INSTRUMENT NUMBER 2024397815.

ALL DOCUMENTS BEING RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

THIS PLAT HAS BEEN APPROVED FOR RECORDATION

DATE _____

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY _____ DAY OF _____, 20____.

AM DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS THE _____ OF _____.

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

(PRINTED NAME OF NOTARY)

BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAN MEETS THE REQUIREMENTS, IN FORM OF
CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT

BY: _____
CLERK OF CIRCUIT COURT

BY: _____

THIS _____ DAY OF _____, 2025. TIME _____

CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE

1. I, LAUREN J. MURPHY, THE UNDERSIGNED PROFESSIONAL SURVIVOR OF A WATERS PARENT CERTIFY THAT THIS PROJECT, THE LANTANA PRESERVATION, IS A CURRENT REINTERPRETATION OF THE LAND BEING SUBMITTED, THAT THIS PLAY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS WITH ALL THE STONEY REQUIREMENTS OF CHAPTER 117, PART I, FLORIDA STATUTES, AND THE HILTSBOROUGH COUNTY LAND DEVELOPMENT CODE. AND THAT PERMANENT REFERENCE MONUMENTS (PMS) WERE SET ON THE _____

DATE OF _____ 2025 AS SHOWN HEREON, THAT PERMANENT CONTROL POINTS (CPTS) AND MONUMENTS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH THE CONDITIONS OF BIDDING.

AARON J. MURPHY, PSM
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #8766
HAMILTON ENGINEERING AND SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION LB #8405
3409 W. LEMON STREET
TAMPA, FLORIDA 33609
TEL (813) 250-3535
FAX (813) 250-3636



HAMILTON
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #8405 CA #8474

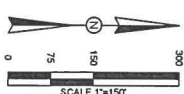
WWW.HAMILTONEENGINEERING.US

1717 S RIO GRANDE AVE, SUITE E
ORLANDO, FL 32805
TEL: 407.367.5929

SHEET 1 OF 8

A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 21 EAST
HILLSBOROUGH COUNTY, FLORIDA
KEY SHEET

KEY SHEET

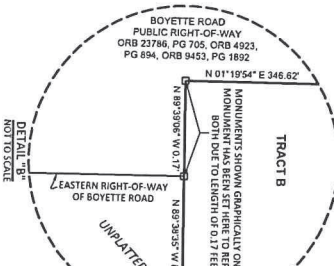
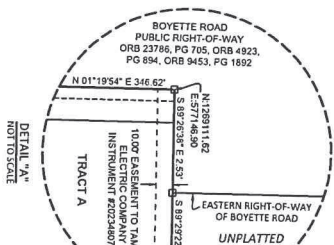


TRACT TABULATION

TRACT A	== LANDSCAPE AREA
TRACT B	== LANDSCAPE AREA
TRACT C	== COMMON AREA
TRACT D	== PARK
TRACT E	== LANDSCAPE AREA
TRACT F	== LANDSCAPE AREA
TRACT G	== DRAINAGE RETENTION AND OPEN SPACE
TRACT H	== UFT STATION



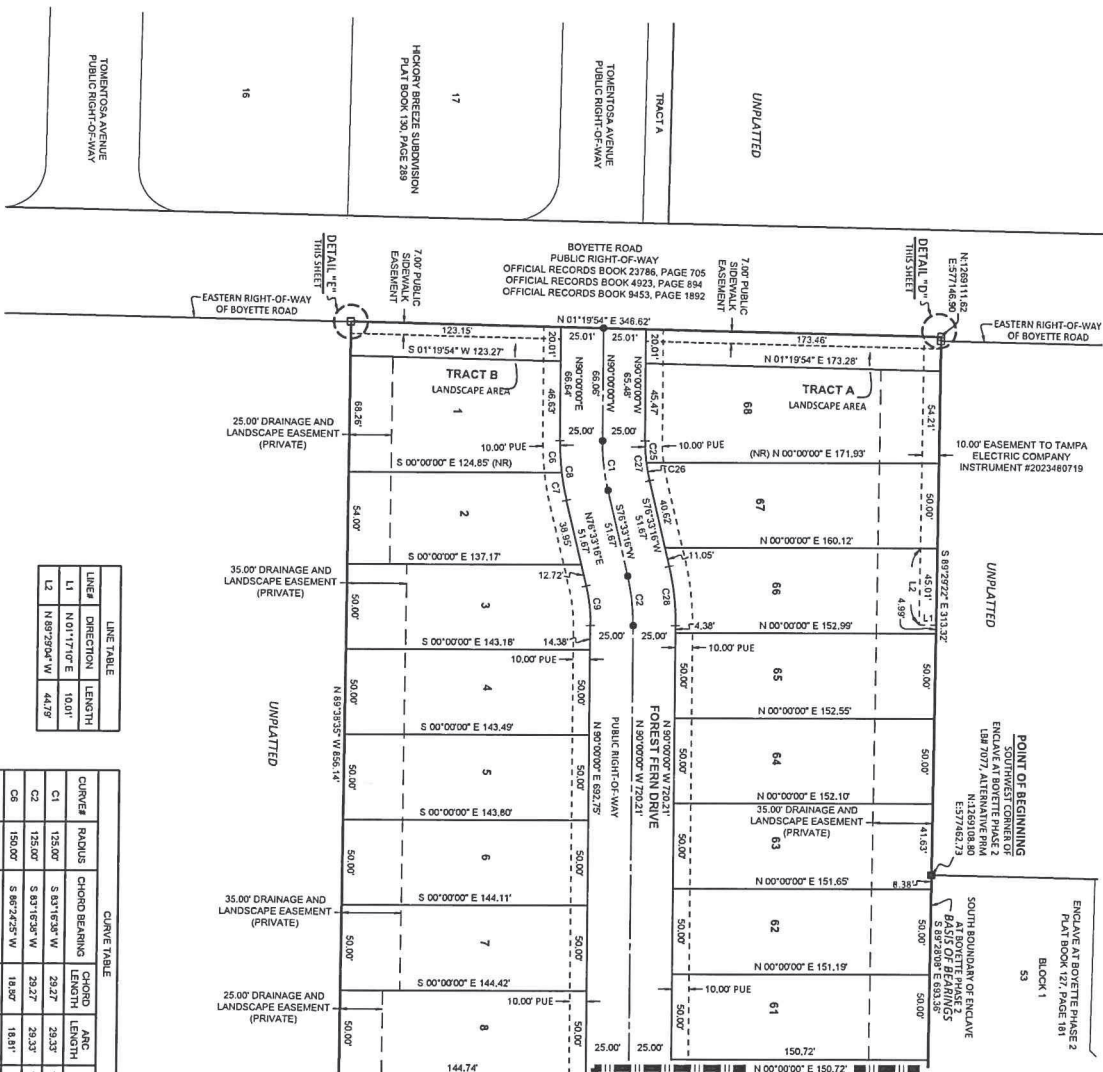
HAMILTON
ENGINEERING & SURVEYING, LLC



- | LEGEND | |
|--------|--|
| ● | SET PERMANENT REFERENCE MONUMENT FROM 474' |
| ■ | CONCRETE PERMANENT STAMPED MONUMENT FROM 18.8405' |
| ▲ | FOULING PERMANENT REFERENCE MONUMENT FROM 474' |
| ● | ALTERNATIVE PINS NOTED HEREIN FROM 18.8405' |
| ▲ | SET PERMANENT CONTROL POINT (C/P) PARALLEL TO MAIN LANE |
| ● | ROAD C/P STAMPED MONUMENT FOR 18.8405' |
| ▲ | ALTERNATIVE PINS NOTED HEREIN STAMPED MONUMENT 18.8405 FROM 474' |
| ● | UNLESS OTHERWISE NOTED |
| ● | BOUNDARY |
| ● | BOUNDARY CORNER RECORD |
| ● | DE |
| ● | DRAINAGE EASEMENT |
| ● | GREENBELT BUFFER |
| ● | HIGHWAY RIGHT-OF-WAY |
| ● | HIGHWAY EASEMENT |
| ● | OVERALL RECORDS BOOK |
| ● | OFFICIAL RECORDS BOOK |
| ● | PRIVATE RIGHT-OF-WAY (PUBLIC UTILITY EASEMENT) |
| ● | PUBLIC UTILITY EASEMENT |
| ● | PUE |
| ● | SOFT |
| ● | SQUARE FEET |
| ● | TECHNOLOGY EASEMENT |
| ● | UNL |
| ● | WATER CONSERVATION AREA |
| ● | WETLAND BUFFER LINE |

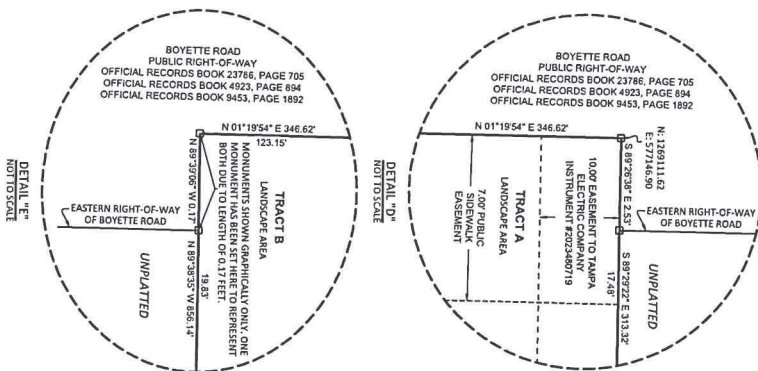
FERN TRAIL

PAGE



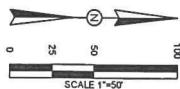
LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N 01°17'0" E	10.01'
L2	N 89°28'04" W	44.79'

CANE TABLE				
CANE#	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	12500	5.8311635E+04	2827	20.35
C2	12500	5.8311635E+04	2927	20.35
C3	15000	5.8672425E+04	1807	7.1159
C4	15000	5.8672425E+04	1638	18.31
C5	15000	5.8311635E+04	3512	35.20
C6	10000	5.6520101E+04	1247	23.85
C7	10000	5.7973639E+04	1066	10.87
C8	10000	5.8311635E+04	2241	22.47
C9	15000	5.8311635E+04	3512	35.20



LEGEND

- [illegible]



A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 21 EAST
HILLSBOROUGH COUNTY, FLORIDA



- | LEGEND | |
|--------|--|
| 0 | SET PERMANENT REFERENCE MONUMENT FROM 474' |
| 1 | CONCRETE MONUMENT STAMPED "HAMILTON FROM 184605" |
| 2 | FOUND PERMANENT REFERENCE MONUMENT FROM 474' |
| 3 | FOUND PERMANENT REFERENCE MONUMENT FROM 184605 |
| 4 | ALTERNATIVE PINS NOT HERE ON |
| 5 | SET PERMANENT CONTROL POINT PCP PAPER-KALAM NAIL |
| 6 | FOUND 1/2" CAPRED IRON ROD STAMPED "HAMILTON 184605" |
| 7 | FOUND 3/8" STEEL NAIL NOTED |
| 8 | BOY |
| 9 | CDR |
| 10 | CDR |
| 11 | GREENBELT BUFFER |
| 12 | CENTERED CORNER RECORD |
| 13 | DRAINAGE EASEMENT |
| 14 | NONADJACENT LINE |
| 15 | OVERALL |
| 16 | ADJACENT RECORDS BOOK |
| 17 | PAGE |
| 18 | PUBLIC UTILITY EASEMENT |
| 19 | SOFT |
| 20 | SQUARE FEET |
| 21 | TECH LINE ONLY |
| 22 | TRAILER EASEMENT |
| 23 | WATER MAIN AREA |
| 24 | WETLAND BUFFER LINE |
| 25 | LANDSCAPE BUFFER EASEMENT (PRIVATE) |

PLAT BOOK _____ PAGE _____

MATCH LINE SHEET 6

CONCRETE MONUMENT STAMPED 3/4"X11"X4"
= SET PERMANENT REFERENCE MONUMENT (PRM) 4"X4"

- [illegible]



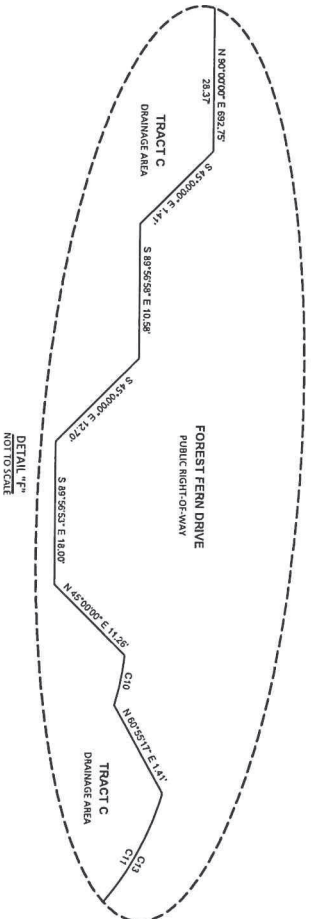
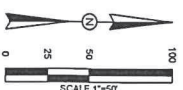
3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

LB #9405 CA #0474
WWW.HAMILTONEENGINEERING.US

1717 S RIO GRANDE AVE, SUITE B
ORLANDO, FL 32805
TEL: 407.362.5929

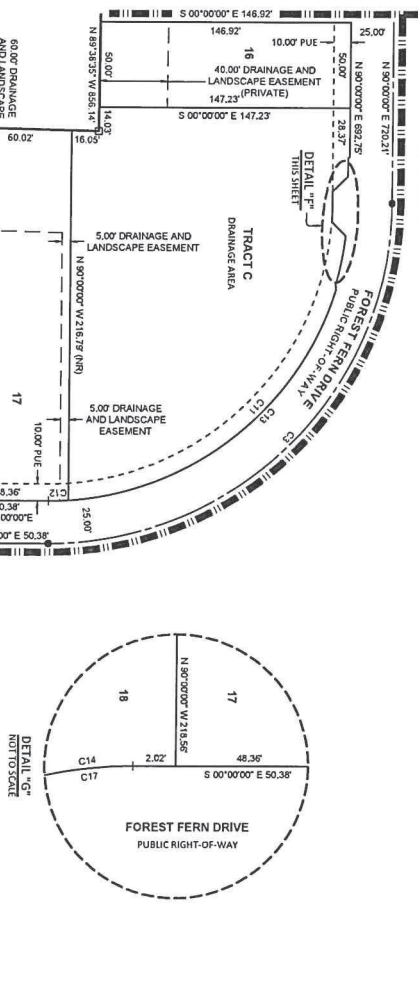
FERN TRAIL A SUBDIVISION LYING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____



MATCH LINE SHEET 5

MATCH LINE SHEET 4



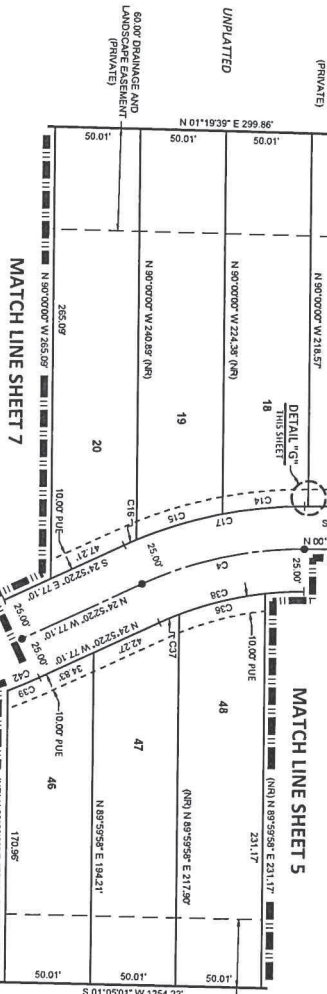
MATCH LINE SHEET 5

MATCH LINE SHEET 7

CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C3	200.00'	N 45°00'00"	282.84'	314.16'	90°00'00"
C4	222.50'	N 12°26'07"W	96.91'	97.67'	24°52'07"
C10	175.00'	S 78°47'11"E	219.97'	281.91'	9°55'53"
C11	175.00'	N 35°40'57"W	200.06'	215.96'	69°43'26"
C12	175.00'	N 01°54'58"W	11.65'	11.65'	3°48'51"
C13	250.00'	S 55°46'09"E	209.51'	242.61'	75°32'14"
C14	250.00'	N 05°31'55"W	48.20'	48.26'	11°03'50"
C15	250.00'	N 21°04'07"W	52.30'	52.48'	12°00'33"
C16	250.00'	N 22°56'31"W	7.85'	7.85'	3°48'
C17	250.00'	S 12°26'07"E	107.67'	108.53'	24°52'07"
C36	198.29'	N 13°50'53"W	51.69'	51.64'	14°47'35"
C37	198.29'	N 23°03'13"W	12.66'	12.66'	3°39'30"
C38	200.00'	N 12°26'07"W	86.14'	86.82'	24°52'07"
C39	250.00'	N 22°56'35"W	19.93'	19.93'	4°33'44"
C42	250.00'	N 12°26'07"W	107.67'	108.53'	24°52'07"

UNPLATTED

- SET PERMANENT REFERENCE MONUMENT FROM 4\"/>



MATCH LINE SHEET 7

MATCH LINE SHEET 7



HAMILTON
ENGINEERING & SURVEYING, LLC

3409 W. LEMON ST.
TAMPA, FL 33609
TEL: 813.250.3535

1777 S. RIO GRANDE AVE., SUITE B
ORLANDO, FL 32805
TEL: 407.262.5929

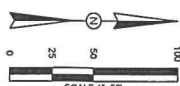
PLAT BOOK _____ PAGE _____



LEGEND

- 
- HAMILTON**
ENGINEERING & SURVEYING, LLC
- 3009 WILKINSON ST
TAMPA, FL 33604
TEL: 813.293.2335
- LA BELOS, CANADITA
WWW.HAMILTONENGINEERINGUS
1177 S RIO GRANDE AVE, SUITE B
ORLANDO, FL 32835
TEL: 407.226.1177

PLAT BOOK _____ PAGE _____

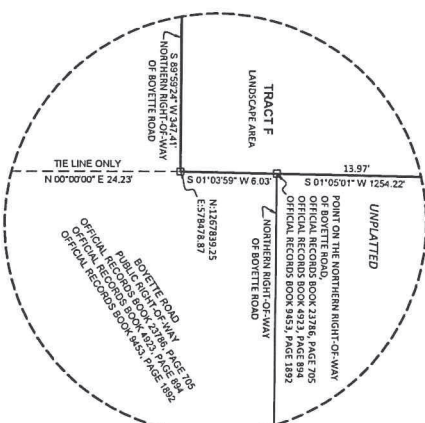


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TAMPA, FL 33609
TEL: 813.250.3535

LB #0405 CA #0474

WWW.HAMILTONEENGINEERING.US

1717 S RIO GRANDE AVE, SUITE
ORLANDO, FL 32805
TEL: 407.362.5529



- | LEGO | |
|----------------|--|
| CONCRETE | * SET PERMANENT REFERENCE MONUMENT FROM 474 |
| FOUND | * FOUND PERMANENT REFERENCE MONUMENT FROM 1A 4645. |
| ALTERNATIVE | * ALTERNATIVE PRIMS NOTED HEREON. |
| SET PERMANENT | * SET PERMANENT CONTROL POINT (COP) PAPER/SHOULDER WALL. |
| UNIQUE | * UNIQUE 1/2 CAPPED ROUNDED CONCRETE MONUMENT FROM 1A 4645. |
| UNIQUE | * UNUSUAL 1/2 CAPPED ROUNDED CONCRETE MONUMENT FROM 1A 4645. |
| BOUNDARY | * BOUNDARY MONUMENT RECORD |
| DRAINAGE | * DRAINAGE EASEMENT |
| GREENBELT | * GREENBELT BUFFER |
| NONADJACENT | * NONADJACENT LINE |
| OVERALL | * OVERALL RECORDS BOOK |
| PUBLIC UTILITY | * PUBLIC UTILITY EASEMENT |
| ROAD | * ROAD LINE |
| RIGHT | * RIGHT OF WAY |
| THE LINE ONLY | * THE LINE ONLY |
| TECHNOLOGY | * TECHNOLOGY EASEMENT |
| WETLAND | * WETLAND BUFFER/NO TAKE AREA |
| LANDSCAPE | * LANDSCAPE BUFFER EASEMENT (PRIVATE) |



Hillsborough County PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Fern Trail
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	6823
HCPS Project ID Number	SC-1004
Parcel / Folio Number(s)	088392.0000, 088392.5000, 088395.0000
Project Location	16154 Boyette Road, Riverview, FL
Dwelling Units & Type	68 SINGLE-FAMILY DETACHED
Applicant	AMH Development, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	14	6	10		30

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the HIGH SCHOOL Concurrency Service Areas (CSA's) serving this site and the adjacent HIGH SCHOOL CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (SC-1004), the terms of which were recorded on September 14, 2023. The Applicant contributed funds on May 15, 2025 in the amount of \$396,040.00 thereby satisfying the requirement to construct Ten (10) HIGH SCHOOL seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia
Manager, Planning & Siting
Growth Management Department
E: Glorimar.belangia@hcps.net
P: 813.272.4228

May 16, 2025
Date Issued