

SUBJECT: Hawks Grove fka Hawks Fern Ph 4 **PI#5702**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 13, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Hawks Grove fka Hawks Fern Ph 4, located in Section 36, Township 30, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the On-site and Off-site Improvement Facilities (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 \$1,495,593.80, a Warranty Bond in the amount of \$119,647.50 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 \$3,325.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved based on a Developer Agreement and a payment of \$158,416.00 was made on January 18, 2024.

BACKGROUND:

On June 28, 2023, Permission to Construct Prior to Platting was issued for Hawks Grove fka Hawks Fern Ph 4, after construction plan review was completed on June 7, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Pulte Home Company, LLC and the engineer is Gulf Coast Consulting, Inc.



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

15405 Boyette Road
 Hillsborough County, Florida
 Figure 1
 Location 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 Pulte Home Company, 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 Hawks Grove _____ (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:

On-site improvements including roadways, water main, force main, sanitary, and stormwater systems, sidewalk and a single driveway connection and the +/-820 LF of 5-ft wide offsite sidewalk extension.

(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 59BSBJD1989 dated, _____ January 9, 2024 with _____ Pulte Home Company, LLC as Principal, and _____ Hartford Fire Insurance Company as Surety, or
A Warranty Bond, number 59BSBJD1990 dated, _____ January 9, 2024 with _____ Pulte Home Company, LLC as Principal, and _____ Hartford Fire Insurance 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

Brady Leter

Printed Name of Witness



Witness Signature

Allison Krill

Printed Name of Witness

Subdivider:



By _____

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

Ray Aponte

Name (typed, printed or stamped)

Director of Land Development, Pulte Home Company, LLC

Title

2662 S. Falkenburg Rd., Riversview, FL 33578

Address of Signer

(813) 335-5803

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS

HILLSBOROUGH COUNTY, FLORIDA

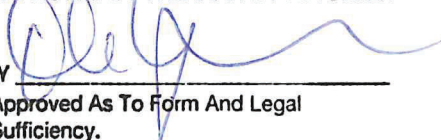
By: _____

Deputy Clerk

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
5th day of December, 2023, by Ray Aponte as

Director of Land Development for Pulte Home Company, 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

Kristen L. Dennis
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Kristen L. Dennis
(Print, Type, or Stamp Commissioned Name of Notary Public)



HH425090
(Commission Number)

07/24/2027
(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
_____ day of _____, _____, by _____.

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND
On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we Pulte Home Company, LLC
called the Principal, and Hartford Fire Insurance Company called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
One Million Four hundred Ninety Five thousand Five hundred ninety three and 80/100 (\$1,495,593.80) 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 Hawks Grove 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 Hawks Grove 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 March 13, 2025.

SIGNED, SEALED AND DATED this 9th day of January, 2024.

ATTEST:



 Nick Sarris, Manager - Treasury Operations


Pulte Home Company, LLC
 By 

 Principal Seal
 Gregory S. Rives, Assistant Treasurer

Hartford Fire Insurance Company

 Surety Seal

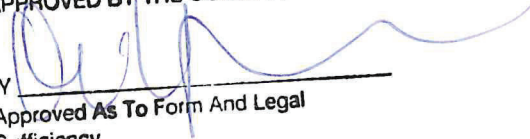
ATTEST:



 Irma Aguilar

By 

 Attorney-In-Fact Jeremy Polk Seal

APPROVED BY THE COUNTY ATTORNEY

 BY _____
 Approved As To Form And Legal Sufficiency.

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

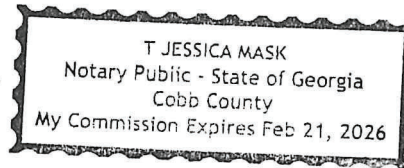
COUNTY OF COBB)

This record was acknowledged before me on January 9, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of January 9th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President

**SUBDIVISION WARRANTY BOND
On-Site and Off-Site**

KNOW ALL MEN BY THESE PRESENTS, that we Pulte Home Company, LLC

_____ called the Principal, and _____

Hartford Fire Insurance Company

_____ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Hundred Nineteen thousand Six hundred forty seven and 50/100 (\$ 119,647.50) Dollars for the payment of which 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 warranty bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvements for maintenance in connection with the Hawks Grove subdivision (hereafter, the "Subdivision"): on-site improvements: all onsite infrastructure (*) and off-site improvements: Offsite sidewalk extension (together, the on-site and off-site improvements are hereafter referred to as the "Improvements"); and (*) Roadways, curb, stormsewer and drainage, watermain, sanitary sewer

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above-described Improvements; and

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into and made a part of this Warranty Bond.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned Improvements so that said Improvements thereafter comply with the technical specifications contained in the subdivision regulations established by the Board of County Commissioners of Hillsborough County, and;

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

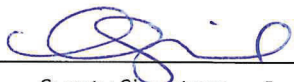
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL March 13, 2027

SIGNED, SEALED AND DATED this 9th day of January, 2024.

ATTEST:

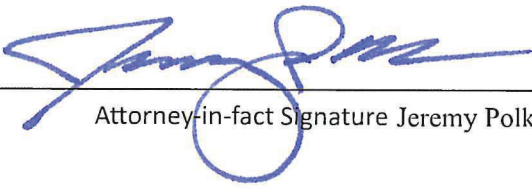

Principal Signature Gregory S. Rives
Assistant Treasurer

(Seal)

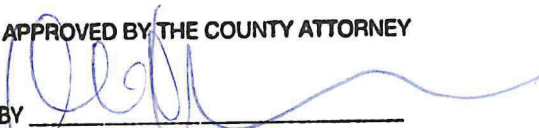

Surety Signature Irma Aguilar

(Seal)

ATTEST:


Attorney-in-fact Signature Jeremy Polk

(Seal)

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

ACKNOWLEDGEMENT BY PRINCIPAL

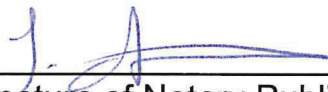
STATE OF GEORGIA)

) ss.

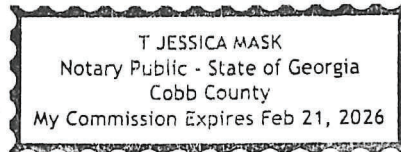
COUNTY OF COBB)

This record was acknowledged before me on January 9, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

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- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of January 9th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

**SUBDIVIDER’S AGREEMENT FOR PERFORMANCE
- PLACEMENT OF LOT CORNERS**

This Agreement made and entered into this _____ day of _____, 20_____, by and between Pulte Home Company, 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 Hawks Grove (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 59BSBJD1991 dated, _____ January 9, 2024 with _____ Pulte Home Company, LLC as Principal, and _____ Hartford Fire Insurance Company 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

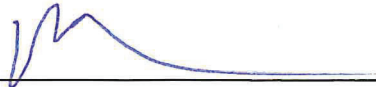
escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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:



Witness Signature

Brady Lefan

Printed Name of Witness



Witness Signature

Allison Krill

Printed Name of Witness

Subdivider:


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

Ray Aponte

Name (typed, printed or stamped)

Director of Land Development, Pulte Home Company, LLC

Title

2662 S. Falkenburg., Riversview, FL 33578

Address of Signer

Address of Signer

(813) 335-5803

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

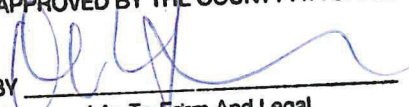
ATTEST:

CINDY STUART
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

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
5th day of December, 2023, by Ray Aponte as
(day) (month) (year) (name of person acknowledging)
Director of Land Development for Pulte Home Company, 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

Kristen L. Dennis
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Kristen L. Dennis
(Print, Type, or Stamp Commissioned Name of Notary Public)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

HH425090
(Commission Number)

07/24/2027
(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
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)


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 Hawks Grove 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 March 13, 2025.

SIGNED, SEALED AND DATED this 9th day of January, 2024.

ATTEST:




 Nick Sarris
 manager, Treasury operations

BY: 


 PRINCIPAL (SEAL)
 Gregory S. Rives
 Assistant Treasurer

Hartford Fire Insurance Company
 SURETY (SEAL)


ATTEST:



 Irma Aguilar



 ATTORNEY-IN-FACT (SEAL)
 Jeremy Polk

APPROVED BY THE COUNTY ATTORNEY

 BY _____
 Approved As To Form And Legal Sufficiency.

ACKNOWLEDGEMENT BY PRINCIPAL

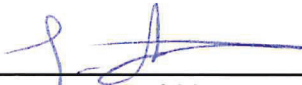
STATE OF GEORGIA)

) ss.

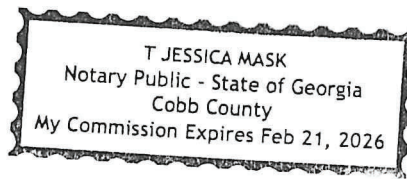
COUNTY OF COBB)

This record was acknowledged before me on January 9, 2024, appeared Gregory S. Rives, Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



T. JESSICA MASK
Notary Public State of Georgia
My Commission Expires: February 21, 2026

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SERVICES LLC

Agency Code: 59-300168

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of January 9th, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

**CERTIFICATE OF COST ESTIMATE
Onsite and Offsite Improvements
Hawks Grove (fka Hawks Fern Phase 4)**

I, Sean P. Cashen, P.E., a professional engineer registered in the State of Florida, with Registration No. 42505, hereby certify that I have examined the Plans for Hawks Grove (Folio no. 0077366.0400, respectively) as prepared by Gulf Coast Consulting, Inc., and that the costs of the improvements lying within the Project limits and offsite Boyette Road right-of-way, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Performance Bond and Warranty Bond

(Attached Schedules Incorporated by Reference and detail in attached Exhibit A)

Phase 1

<u>Schedules</u>	<u>Amount</u>
"B" Paving & Grading (inc. offsite sidewalk)	\$ 344,977.00
"C" Storm Drainage	\$ 223,180.00
"D" Sanitary (Inc offsite forcemain)	\$ 319,939.00
"E" Water (inc. offsite watermain)	\$ 239,500.00
"F" Offsite Sidewalk	\$ 68,879.00
TOTAL	\$1,196,475.00

Performance Bond Amount: $1.25 \times 1,196,475.00 = 1,495,593.80$

Warranty Bond amount $0.10 \times \$1,196,475.00 = \$ 119,647.50$

Approved By:

Date _____

sean p
cashen

Digitally
Signed by
sean p
Cashen
(SEAL)

Date:
2023.11.20
08:35:24
-05'00'





To: Pulte Group	Contact: Jeff Deason
Address: 2662 S. Falkenburg Road Riverview, FL 33578	Phone: 813-265-3343 Fax: 813-265-3367
Project Name: Hawks Fern 4 (Hillsborough)	Bid Number: 23-145\$
Project Location: Boyette Rd., Hillsborough	Bid Date: 6/21/2023

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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PAVING

023	1 1/2" TYPE SP ASPHALT	3,775.00	SY	\$20.00	\$75,500.00
024	10" LIMEROCK BASE (LBR 100)	3,775.00	SY	\$24.50	\$92,487.50
025	12" COMPACTED SUBGRADE (LBR 20)	3,775.00	SY	\$3.75	\$14,156.25
026	MIAMI CURB W\ STABILIZATION	2,550.00	LF	\$31.00	\$79,050.00
027	TYPE "B" CURB	252.00	LF	\$23.00	\$5,796.00
028	TYPE "D" CURB - TRENCH	162.00	LF	\$21.00	\$3,402.00
029	DROP CURB W\ STABILIZATION	120.00	LF	\$40.00	\$4,800.00
030	4" CONCRETE SIDEWALK	1,400.00	SF	\$8.00	\$11,200.00
031	6" CONCRETE SIDEWALK	4,470.00	SF	\$10.50	\$46,935.00
032	5' ADA HANDICAPPED RAMP	7.00	EACH	\$1,050.00	\$7,350.00
033	SIGNAGE & STRIPING	1.00	LS	\$4,300.00	\$4,300.00

DS DS
 u



To:	Pulte Group	Contact:	Jeff Deason
Address:	2662 S. Falkenburg Road Riverview, FL 33578	Phone:	813-265-3343
		Fax:	813-265-3367
Project Name:	Hawks Fern 4 (Hillsborough)	Bid Number:	23-145\$
Project Location:	Boyette Rd., Hillsborough	Bid Date:	6/21/2023

Total Price for above PAVING Items: \$344,976.75

STORM SEWER

034	15" HDPE STORM	130.00 LF	\$58.00	\$7,540.00
035	18" HDPE STORM	850.00 LF	\$69.00	\$58,650.00
036	24" HDPE STORM	220.00 LF	\$92.00	\$20,240.00
037	HILLS. CO. TYPE 2 CURB INLET	2.00 EACH	\$9,275.00	\$18,550.00
038	HILLS. CO. TYPE 3 CURB INLET	4.00 EACH	\$14,500.00	\$58,000.00
039	TYPE C GRATE INLET	5.00 EACH	\$3,400.00	\$17,000.00
040	STORM MANHOLE	3.00 EACH	\$5,700.00	\$17,100.00
041	18" MES	1.00 EACH	\$2,600.00	\$2,600.00
042	24" MES	2.00 EACH	\$4,100.00	\$8,200.00
043	RIP RAP @ END SECTION	3.00 EACH	\$700.00	\$2,100.00
044	DEWATERING	1,200.00 LF	\$2.00	\$2,400.00
045	STORM SEWER TESTING	1,200.00 LF	\$9.00	\$10,800.00

Total Price for above STORM SEWER Items: \$223,180.00

SANITARY SEWER

046	8" PVC (6'-8' CUT)	920.00 LF	\$44.00	\$40,480.00
047	8" PVC (8'-10' CUT)	215.00 LF	\$53.00	\$11,395.00
048	8" PVC C900 DR 18 (8'-10' CUT)	48.00 LF	\$85.00	\$4,080.00
049	SANITARY MANHOLE (0'-6' CUT)	1.00 EACH	\$6,000.00	\$6,000.00
050	SANITARY MANHOLE (6'-8' CUT)	3.00 EACH	\$6,600.00	\$19,800.00
051	SANITARY MANHOLE (8'-10' CUT)	2.00 EACH	\$8,300.00	\$16,600.00
052	SINGLE SERVICE	4.00 EACH	\$1,500.00	\$6,000.00
053	DOUBLE SERVICE	11.00 EACH	\$2,500.00	\$27,500.00
054	DEWATERING	1,183.00 LF	\$3.00	\$3,549.00
055	SANITARY SEWER TESTING	1,183.00 LF	\$9.75	\$11,534.25
056	PRIVATE PUMP STATION (4' DIA)	1.00 EACH	\$173,000.00	\$173,000.00

Total Price for above SANITARY SEWER Items: \$319,938.25

FORCEMAIN

057	CONNECT TO EXISTING 16" FORCEMAIN	1.00 EACH	\$6,750.00	\$6,750.00
058	16" X 4" TAPPING SLEEVE & VALVE	1.00 EACH	\$9,000.00	\$9,000.00
059	4" PVC FORCEMAIN (DR 18)	1,120.00 LF	\$27.50	\$30,800.00
060	2" PVC FORCEMAIN (SDR 21)	100.00 LF	\$17.00	\$1,700.00
061	4" PLUG VALVE ASSEMBLY	2.00 EACH	\$1,800.00	\$3,600.00
062	4" MJ BEND	6.00 EACH	\$615.00	\$3,690.00
063	2" BEND	2.00 EACH	\$250.00	\$500.00
064	4" MJ REDUCER	1.00 EACH	\$615.00	\$615.00
065	12" JACK & BORE	63.00 LF	\$585.00	\$36,855.00
066	SOD RESTORATION - BAHIA	50.00 SY	\$3.40	\$170.00
067	PRESSURE TESTING	1,220.00 LF	\$3.25	\$3,965.00



To:	Pulte Group	Contact:	Jeff Deason
Address:	2662 S. Falkenburg Road Riverview, FL 33578	Phone:	813-265-3343
		Fax:	813-265-3367
Project Name:	Hawks Fern 4 (Hillsborough)	Bid Number:	23-145\$
Project Location:	Boyette Rd., Hillsborough	Bid Date:	6/21/2023

Total Price for above FORCEMAIN Items: \$97,645.00

WATER & FIRE

068	CONNECT TO EXISTING 8" WATERMAIN	1.00 LS	\$13,500.00	\$13,500.00
069	TEMPORARY CONSTRUCTION METER ASSEMBLY	1.00 EACH	\$29,000.00	\$29,000.00
070	20" STEEL CASING (OPEN CUT)	90.00 LF	\$240.00	\$21,600.00
071	8" PVC WATER MAIN (DR 18)	1,200.00 LF	\$55.00	\$66,000.00
072	8" DIP WATER MAIN	180.00 LF	\$99.00	\$17,820.00
073	8" GATE VALVE ASSEMBLY	10.00 EACH	\$3,300.00	\$33,000.00
074	8" MJ BEND	6.00 EACH	\$515.00	\$3,090.00
075	8" MJ TEE	1.00 EACH	\$820.00	\$820.00
076	FIRE HYDRANT ASSEMBLY	3.00 EACH	\$8,500.00	\$25,500.00
077	SINGLE SERVICE SHORT	19.00 EACH	\$465.00	\$8,835.00
078	SINGLE SERVICE LONG	7.00 EACH	\$650.00	\$4,550.00
079	WATER SERVICE TO LIFT STATION	1.00 EACH	\$7,700.00	\$7,700.00
080	PERMANENT BLOWOFF ASSEMBLY	1.00 EACH	\$1,600.00	\$1,600.00
081	WDSP / CIP	2.00 EACH	\$1,000.00	\$2,000.00
082	CHLORINATION & PRESSURE TESTING	1,380.00 LF	\$3.25	\$4,485.00

Total Price for above WATER & FIRE Items: \$239,500.00

OFFSITE SIDEWALK (BUDGET)

083	STRIP / PREP ROW	1.00 LS	\$5,000.00	\$5,000.00
084	CLEAR & GRUBB	1.00 LS	\$7,500.00	\$7,500.00
085	DEMO EXISTING ASPHALT	270.00 SY	\$9.00	\$2,430.00
086	REMOVE / REINSTALL EXISTING FENCE, MISC.	1.00 LS	\$1,000.00	\$1,000.00
087	6" CONCRETE SIDEWALK	4,000.00 SF	\$10.50	\$42,000.00
088	5' ADA HANDICAPPED RAMP	2.00 EACH	\$1,050.00	\$2,100.00
089	FINAL GRADING	1.00 LS	\$5,500.00	\$5,500.00
090	SOD RIGHT OF WAY - BAHIA	985.00 SY	\$3.40	\$3,349.00

Total Price for above OFFSITE SIDEWALK (BUDGET) Items: \$68,879.00

Total Bid Price: \$1,493,418

Notes:

- CONSTRUCTION STAKING & RECORD SURVEY BY OTHERS.
- GEOTECHNICAL/ MATERIALS TESTING IS BY OTHERS.
- BONDING NOT INCLUDED. IF REQUIRED, PLEASE ADD 1.25%.
- PERMIT / INSPECTION FEES BY OTHERS.
- ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.
- **ASSUMES PAD ELEVATION IS 0.7' BELOW FINISH FLOOR (+/- 0.10' TOLERANCE).**
- THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION. TOPO VERIFICATION MAY BE REQUIRED PRIOR TO FINAL CONTRACT.
- THIS PROPOSAL IS BASED ON A GEOTECHNICAL REPORT PROVIDED BY FAULKNER, DATED 03/15/21.



To: Pulte Group	Contact: Jeff Deason
Address: 2662 S. Falkenburg Road Riverview, FL 33578	Phone: 813-265-3343 Fax: 813-265-3367
Project Name: Hawks Fern 4 (Hillsborough)	Bid Number: 23-145\$
Project Location: Boyette Rd., Hillsborough	Bid Date: 6/21/2023

- THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAVEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.
- NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.
- TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.
- UNLESS NOTED, WE HAVE NOT INCLUDED ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK.
- ITEMS NOT INCLUDED ARE: WELL ABANDONMENT; LANDSCAPING; IRRIGATION; TREE TRIMMING; INVASIVE SPECIES REMOVAL; MITIGATION PLANTINGS; BUILDING DEMOLITION; FENCE; HANDRAILS AND PERIMETER WALLS; LIFT STATION- FENCING, GENERATOR, RTU.
- IT IS ASSUMED THAT A TEMPORARY SHUTDOWN OF THE EXISTING WATERMAIN IS ACCEPTABLE FOR THE CONNECTION OF THE PROPOSED WATERLINE.
- PRICING IS BASED ON ANCHOR BLOCK RETAINING WALLS IN LIEU OF TIMBER WALLS.
- **FUEL PRICING IS BASED ON \$3.25 / GALLON FOR OFF-ROAD DIESEL FUEL AND CONCRETE AT \$188 / CY AVERAGE. THIS PROPOSAL IS VALID FOR 30 DAYS.** DUE TO THE VOLATILITY OF FUEL, PETROLEUM / PVC AND CONCRETE PRODUCTS, WE ARE UNABLE TO PREDICT TOMORROW'S MARKET. THIS PROPOSAL DOES NOT INCLUDE ANY ADJUSTMENTS / SURCHARGE FOR MATERIAL PRICE INCREASES.
- THIS PROPOSAL IS BASED ON CONSTRUCTION PLANS DATED 02/15/23 WITH THE MOST RECENT REVISION DATE BEING 04/20/23.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Ripa & Associates</p> <p>Authorized Signature: _____</p> <p>Estimator: Najja Romain (813) 568-6873 nomain@ripaconstruction.com</p>
--	--

DS [Signature] DS [Signature]

CERTIFICATE OF COST ESTIMATE
Lot Corners
Hawks Grove (fka Hawks Fern Phase 4)

I, Sean P. Cashen, P.E., a professional engineer registered in the State of Florida, with Registration No. 42505, hereby certify that I have examined the Plans for Hawks Grove (Folio no. 0077366.0400, respectively) as prepared by Gulf Coast Consulting, Inc., and that the costs of the Lot Corners lying within the Project limits as listed below, are accurate surveying estimates which were prepared for the purpose of determining the amount for the Lot Corner Performance Guarantee.

<u>Schedule</u>	<u>Amount</u>
Lot Corners (28 Lots at \$95 per Lot)	\$2,660.00
TOTAL	\$2,660.00

Bond amount 1.25 x \$2,660.00 = \$3,325.00

Approved By: _____

Digitally
 signed by
 sean p cashen
 Date
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 Professional Engineer (SEAL)

 Date

 Date

HAWKS GROVE

BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION:

The East 3/4 of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 30 South, Range 20 East, Hillsborough County, Florida, LESS the East 700.00 feet and North 30.00 feet thereof, being more particularly described as follows:
COMMENCE at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 36, thence along the North boundary thereof, N 89°59'31"W, a distance of 1997.51 feet to the West boundary of the East 3/4 of said Northeast 1/4 of the Northeast 1/4; thence along said West boundary, S 00°27'14"W, a distance of 30.00 feet to the South Right of Way of Boyette Road, being a Public Maintained Right of Way by Deed exceptions and heretofore the Maintained Right of Way Map of Boyette Road, recorded in Maintained Right of Way Book 3, Pages 112 through 118, also Official Records Instrument 2002029925 of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, thence along said South Right of Way, S 89°59'31"E, a distance of 297.28 feet to the West boundary of the East 3/4 of said Northeast 1/4 of the Northeast 1/4; thence along said West boundary, S 07°46'10"W, a distance of 1231.16 feet to the South boundary of said Northeast 1/4 of the Northeast 1/4; thence along said South boundary, N 89°55'35"W, a distance of 250.38 feet to the said West boundary of the East 3/4; thence along said West boundary, N 00°27'14"E, a distance of 1230.79 feet to the POINT OF BEGINNING.
Containing 8.438 acres, more or less.

PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMANCE. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE # _____
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

SURVEYOR'S CERTIFICATION
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED. THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION. THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE. THAT PERMANENT REFERENCE MONUMENTS (PRIMS) WERE SET ON NOVEMBER 13th, 2023, AS SHOWN HEREON; AND THAT PERMANENT CONTROL POINTS (PCP's) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

DAVID A. WILLIAMS, (LICENSE NO. 158423)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
GEOSPATIAL SURVEYING, INC.
213 HOBBS STREET, TAMPA, FL 33619
LICENSED BUSINESS NUMBER LB 7768

PLAT NOTES:

- 1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM, (1989 ADJUSTMENT), BEING THE NORTH BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HAVING A GRID BEARING OF N 89°59'31"W.
- 2) SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 3) NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 4) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM. THE BASIS OF GRID BEARINGS IS THE LENGEMANN LAMBERT GRID NETWORK NORTH AMERICAN DATUM OF 1983 (NATIONAL SPATIAL REFERENCE SYSTEM 1989 ADJUSTMENT), AND VERIFIED THROUGH NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL STATION "BL Y." THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- 5) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS 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.
- 6) DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO SIDEWALKS, DRIVEWAYS, IMPERVIOUS SURFACES, PATIOS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HERGES, AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF STORMWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE.
- 7) THIS SUBDIVISION CONTAINS COMMON AREAS AND EASEMENTS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.
- 8) REAR YARD SWALES ALONG THE BACK-PROPERTY LINES OF LOTS 1 THROUGH 28 SHALL BE MAINTAINED BY THE INDIVIDUAL LOT OWNERS ACCORDING TO THE APPROVED LOT GRADING PLAN. THIS NOTE SHALL APPEAR ON EACH AFFECTED DEED.

CLERK OF THE CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART 1 OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: _____
CLERK OF CIRCUIT COURT
BY: _____
DEPUTY CLERK
THIS _____ DAY OF _____ 20____, TIME _____
CLERK FILE NUMBER _____
BOARD OF COUNTY COMMISSIONERS:
THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____

DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES, HEREBY DEDICATE THIS PLAT OF HAWKS GROVE FOR RECORD, FURTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:
FEE INTEREST IN TRACTS B, C, D, E, F AND L3 ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMER AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. THE OWNER RESERVES WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT THE RIGHT TO CONVEY ADDITIONAL EASEMENTS WITHIN SAID TRACTS.
SAID TRACTS B, C, D, E, F AND L3 ARE SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO THE PUBLIC USE AS SHOWN ON THIS PLAT.

THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS RESERVED BY THE OWNER AS PRIVATE WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS IN TITLE.

OWNER DOES FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES IDENTICAL THEREON.

OWNER ALSO HEREBY CONFIRMS THE LIMITS OF BOVETTE ROAD AS SHOWN HEREON.
OWNER PLUTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: JEFFREY DEASON, VICE PRESIDENT - LAND DEVELOPMENT

WITNESS _____ WITNESS _____
PRINT _____ PRINT _____

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS _____ DAY OF _____, 2023, PERSONALLY APPEARED JEFFREY DEASON, AS VICE PRESIDENT OF PLUTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

Notary Public

Sign: _____
Print: _____
Commission No.: _____
Expires: _____



213 Hobbs Street
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SHEET 1 OF 4 SHEETS

HAWKS GROVE

BEING A PARCEL OF LAND LYING IN SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAT FOR DETAILED LABELING AND DIMENSIONING.

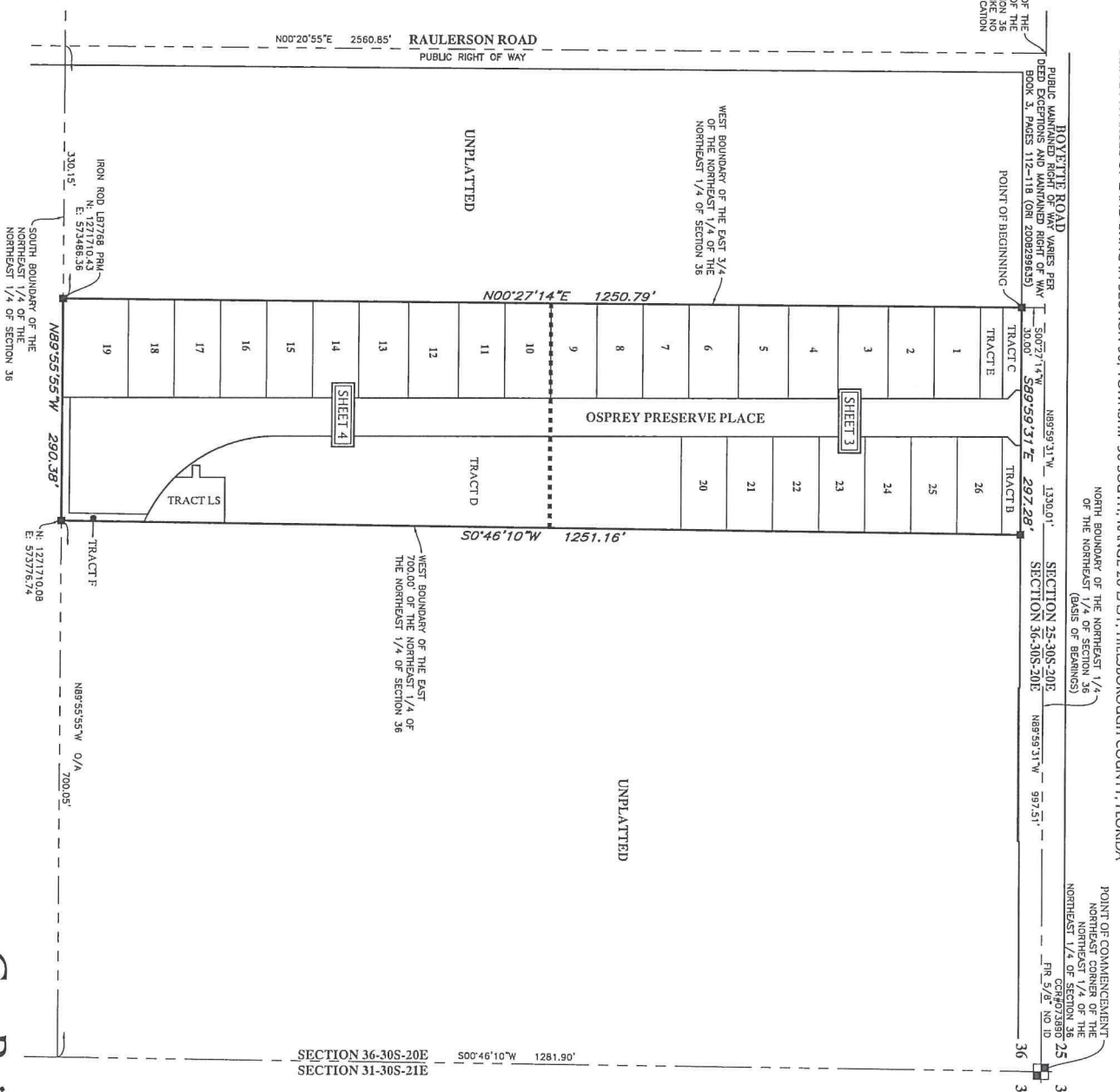
[SEE PLAT NOTE 1 ON SHEET 1 OF 4 FOR BASIS OF BEARINGS]

TRACT TABULATION:

- TRACT A ----- LANDSCAPE AREA (PRIVATE), DRAINAGE AND SIDEWALK EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
- TRACT B ----- LANDSCAPE AREA (PRIVATE), DRAINAGE AND SIDEWALK EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
- TRACT C ----- LANDSCAPE AREA (PRIVATE), DRAINAGE AND SIDEWALK EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
- TRACT D ----- LANDSCAPE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
- TRACT E ----- LANDSCAPE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
- TRACT F ----- LANDSCAPE AREA (PRIVATE)
- TRACT G ----- LIFT STATION (PRIVATE)
- TRACT H ----- PARK AREA (PRIVATE) AND UTILITY EASEMENT (PUBLIC)

LEGEND:

- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LB778, UNLESS OTHERWISE NOTED
- INDICATES (P.C.P.) PERMANENT CONTROL POINT, PAVEMENT & DISK LB778
- IRON ROD, DISK LB778
- IDENTIFICATION
- SQUARE FEET
- OVERALL
- NON-RADIAL LINE
- OFFICIAL RECORDS INSTRUMENT
- GERTIFIED CORNER RECORD
- PUBLIC DRAINAGE EASEMENT
- PUBLIC LANDSCAPE & DRAINAGE EASEMENT
- PUBLIC DRAINAGE & SIDEWALK EASEMENT
- PUBLIC UTILITY & DRAINAGE EASEMENT



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 Licensed Business Number: 187768

SHEET 2 OF 4 SHEETS



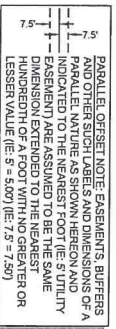
SCALE 1" = 50'



SEE PLAT NOTE ON SHEET 1 OF 4 FOR BASIS OF BEARINGS

No.	Bearing	Length
L5	N00°00'00"E	32.61'
L6	N89°59'54"W	15.72'
L7	S00°00'41"W	10.00'
L8	S89°59'54"E	15.73'
L9	S00°00'00"E	22.20'
L10	N80°00'00"E	23.31'
L11	S45°00'00"E	31.02'

No.	Radius	Arc	Δ	Bearing	Chord
C1	200.00'	102.47'	29°21'25"	S14°40'42"E	101.36'
C2	187.50'	206.44'	63°05'04"	S11°32'30"E	196.17'
C3	187.50'	10.99'	3°11'28"	S64°45'46"E	10.99'
C4	187.50'	58.43'	17°51'16"	S08°55'36"E	58.19'
C5	187.50'	87.93'	26°52'09"	S31°17'18"E	87.13'
C6	187.50'	60.09'	18°21'38"	S53°54'12"E	59.68'



PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUGH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: S UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME AS THE DIMENSIONS OF THE ADJACENT PARALLEL LESSER VALUE (IE: S = 5.00') (IE: 7.5' = 7.50')

LEGEND:
 ■ INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LB7768, UNLESS OTHERWISE NOTED
 ○ INDICATES (P.C.P.) PERMANENT CONTROL POINT.
 ■ MAG NAIL & DISK LB7768
 ID ----- IDENTIFICATION
 SF ----- SQUARE FEET
 OVA ----- OVERALL
 NR ----- NON-RADIAL LINE
 ORI ----- OFFICIAL RECORDS INSTRUMENT
 COR ----- CERTIFIED CORNER RECORD
 CDE ----- PUBLIC UTILITY EASEMENT
 P.D.E. ----- PUBLIC DRAINAGE & DRAINAGE EASEMENT
 P.U.D.E. ----- PUBLIC UTILITY & DRAINAGE EASEMENT
 P.U.D.E. ----- PUBLIC UTILITY & DRAINAGE EASEMENT



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SHEET 4 OF 4 SHEETS



Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Hawks Fern Phase 4
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	PID 5702
HCPS Project ID Number	SC-805
Parcel / Folio Number(s)	077366.0400
Project Location	15405 Boyette Road, Riverview
Dwelling Units & Type	26 Single-Family Detached (SFD)
Applicant	Fishhawk West Investments

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	6	3	4		13

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 (DSC-805), the terms of which were recorded on February 15, 2023. The Applicant contributed funds on January 18, 2023, in the amount of \$158,416.00 thereby satisfying the requirement to construct Four (4) High school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

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

February 6, 2024
Date Issued