SUBJECT:

Hammock Crest aka Girl Scout Camp

**DEPARTMENT:** 

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

**BOARD DATE:** 

July 20, 2021

**CONTACT:** 

Lee Ann Kennedy

### **RECOMMENDATION:**

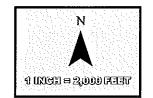
Accept the plat for recording for Hammock Crest aka Girl Scout Camp, located in Section 31, Township 30, and Range 21, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water, wastewater and off-site turn lane) 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 \$2,506,071.88, a Warranty Bond in the amount of \$101,438.40, 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 \$11,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

### BACKGROUND:

On January 6, 2021, Permission to Construct Prior to Platting was issued for Hammock Crest aka Girl Scout Camp. 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 LevelUp Consulting, LLC.



### HAMMOCK CREST LOCATION MAP



**CLIENT: PULTE HOME COMPANY, LLC** 



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

This Agreement is made and entered into thisday of, 20, by and between Pulte Home Company, LLC hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
Witnesseth
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to 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 <a href="Hammock Crest">Hammock Crest</a> 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 known as <a href="Hammock Crest">Hammock Crest</a> 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 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 <a href="Hammock Crest">Hammock Crest</a> 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 (hereafter, the "Improvements"):
X       Roads/Streets       X       Water Mains/Services       X       Stormwater Drainage Systems         X       Sanitary Gravity Sewer System       Sanitary Sewer Distribution System       Bridges         Reclaimed Water Mains/Services       X       Sidewalks       Other:         and
WHEREAS, the County requires the Subdivider to warranty the aforementioned 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 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 <u>Hammock Crest Subdivision</u>, within <u>twenty four (24)</u> 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 Improvements constructed in connection with <a href="Hammock Crest">Hammock Crest</a> 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 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			
	number	, dated		with
				by order
	of			,
b.	A Performance Bond, dated March Insurance Company (Bond A Warranty Bond, dated May Insurance Company (Bond No	<u>1d No. SU11722</u> 20, 2021 with <u>P</u> t	98) as Surety, and ulte Home Compan	
c.	Cashier/Certified Checks, num	ber No	<u>/A</u> , da	nted <u>and</u> , which
	numbershall be deposited by the Coun interest shall be paid to the Sub Agreement.	ty into a non-into odivider on fund	erest bearing escro s received by the C	w account upon receipt. No ounty pursuant to this

Copies of said letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are 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
  - All applicable County regulations relating to the construction of improvement facilities.
     An authorized representative of the County's Development Review Division of Development
     Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 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 his 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 his 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 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 known as <u>Hammock Crest</u> 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 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 Review Division of 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. Provided 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 twenty-four (24) month construction period described in paragraph 2, the Subdivider may request that the County accept the 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 years from the date of 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 Review Division of 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.

IN WITNESS WHEREOF, the parties hereto have executed	these presents, this $\frac{10}{100}$ day of $\frac{300}{100}$ , $\frac{20}{100}$ .
ATTEST:	SUBDIVIDER: By:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	Jeffrey Deason
Printed Name of Witness	Name (typed, printed or stamped)
Mrs Banky	Title President
Witness' Signature	——
Alex Bouchony	21de2 S. Falkenburg Road Address of Signer
Printed Name of Witness	Address of Signer
NOTARY PUBLIC	Riverview, FL 33578
Phone Number of Signer	/
CORPORATE SEAL (When Appropriate)	Ketarina Diggs Notary Public State of Florida Comm# HH114248
ATTEST:	Explres 4/6/2025
HILLSBOROUGH COUNTY CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Chain

This document contains the entire agreement of these parties. It shall not be modified or altered except in

Subdivider Agreement for Construction and Warranty of On and Off Site Improvements.doc

14.

writing signed by the parties.

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGME	CNT:			
STATE OF FIORIUM				
COUNTY OF HILLS DOYOULAND				
The foregoing instrument was acknowl 20 21, by <u>JEFFYEY DEUS</u> C	edged before me this	( day of JUNE	/	, and
respectively President and Will Pye		of Pulte Home		Juc,
Inc., a corporation under the laws of the	e state of <u>FlOVICLQ</u>		on be	half of the
corporation. He and/or she is personal	ly known to me or has pro	duced		
as identification and did take an oath.				
NOTARY PUBLIC:				
Sign: Katarina Viego	p	(Seal)		
Print: KUTUYINO DIGG	XS.			
Title or Rank: <u>COYHYCLL</u>	d		20188 Ass	Ketarina Digga
Serial Number, if any:	1 0			Notary Public State of Florida
My Commission Expires: 4/410	25		10 TO	Comm# HH114248 Expires 4/6/2025
INDIVIDUAL ACKNOWLEDGME	NT:			
STATE OF <u>N/A</u>				
COUNTY OFN/A				
The foregoing instrument was acknowl	edged before me this	day of no is personally known to	1 1	, 20, by,
	as identification and	no is personally known to who did take an oath.	o me or wno i	ias produced
NOTARY PUBLIC:				
Sign:	N/A		(seal)	
Print:	27/1		, ,	
Title or Rank:	N/A			
Serial Number, if any:	N/A		-	
My Commission Expires:	N/A			

### SUBDIVISION PERFORMANCE BOND On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Pulte Home Company</u>, <u>LLC</u> called the Principal and <u>Arch Insurance Company</u>, <u>Harborside 3</u>, <u>210 Hudson Street</u>, <u>Suite 300</u>, <u>JERSEY CITY</u>, <u>NJ 07311 - 1107</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Two Million</u>, <u>Five-Hundred and Six Thousand</u>, <u>Seventy-One and Eighty-Eight Cents</u> (\$2,506,071.88) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, the Principal has filed with the Development Review Division of 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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

WHEREAS, the terms of said Subdivider's 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 Hammock Crest 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 Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) 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	N SHALL BE NULL AND VOID; O	OTHERWISE, TO REMAIN IN FULL
FORCE AND EFFECT UN	TIL <b>August 20, 2023</b> .	APPROVED BY THE COUNTY ATTORNEY
SIGNED, SEALED	AND DATED this <u>20th</u> day of <u>May</u> , 2	20 <u>21</u> . By
ATTEST:	a	Approved As To Form And Legal Sufficiency.

BY: PRINCIPAL (SEAL)

Byce Larger, VP & Treasurer

Arch Insurance Company

SURETY (SEAL)

Peter S. Forker, ATTORNEY-IN-FACT (SEAL)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valld for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### POWER OF ATTORNEY

### Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City. New Jersey (hereinaster referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanie C. Anderson, Rebecca Johlie and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020. and any such power so executed, scaled and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of Meurance C May, 2021.

> CURFORATE SEAL

Attested and Certified

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

Missouri I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed. sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

Conkonvikalth of Pennsylvania HOTARIAL SEAL

MICHELE TRIPOOI, HOLLY PLOKE City of Philadelphia, Phila. County My Commission Express July 31, 2021

Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

le Tripodi, Notary Public

### CERTIFICATION

20\_21\_.

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 3, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this Way of Care N

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102 COKFORATE SEAL 1971 Miscourt

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on May 20, 2021, appeared D. Bryce Langen, VP & Treasurer of 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

SHIRLEY E HUTCHINS Notary Public - State of Georgia Fulton County My Commission Expires Mar 18, 2022

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

County of Lake  On this 20th day of May , 2021 , befo appeared Peter S. Forker , known to, me to be the Attor Arch Insurance Company  that executed the within instrument, and acknowledged to me that such corporation executed the same.  IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid Countyear in this certificate first above written.  OFFICIAL SEAL REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expises 9/2/2/24  Notary Public in the Style of Illinois County of Lake	
appeared Peter S. Forker , known to, me to be the Attor Arch Insurance Company , known to, me to be the Attor Arch Insurance Company   that executed the within instrument, and acknowledged to me that such corporation executed the same.  IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County year in this certificate first above written.  OFFICIAL SEAL REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/22/24  Notary Public in the State of Illinois County of Lake	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County year in this certificate first above written.  OFFICIAL SEAL REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/22/24  Notary Public in the State of Illinois County of Lake	ore me personally orney-in-Fact of
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County year in this certificate first above written.  OFFICIAL SEAL REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/22/24  Notary Public in the State of Illinois County of Lake	, the corporation
REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/22/24  Notary Public in the State of Illinois County of Lake	ity, the day and
	700 To Co. To Co.

### **Hammock Crest**

Performance Bond Calculation
Construction costs for the streets, drainage, potable water and sanitary sewer system

### **SUMMARY**

Paving	\$416,195.00
Water	\$246,600.00
Wastewater	\$627,703.50
Drainage	\$574,278.50
Offsite	\$140,080.50
Total	\$2,004,857.50

Performance Bond Amount (125% of total)

\$2,506,071.88

Ryan McChesney, F.F. Florida License # 88545

**PAVING** 

<u> Item</u>	Quantity	Unit	U	nit Price	Total
					_
1 1/2" Type SP Asphalt	9450	$\mathbf{S}\mathbf{Y}$	\$	10.75	\$ 101,587.50
6" Crushed Concrete Base	9450	SY	\$	12.25	\$ 115,762.50
12" Stabilized Subgrade (LBR-40)	9450	SY	\$	5.50	\$ 51,975.00
Miami Curb w/ Stabilization	7005	LF	\$	14.00	\$ 98,070.00
Drop Curb w/ Stabilization	75	LF	\$	19.00	\$ 1,425.00
Type A Curb w/ Stabilization	245	LF	\$	19.00	\$ 4,655.00
Type F Curb w/ Stabilization	410	LF	\$	20.00	\$ 8,200.00
4" Concrete Sidewalk	3380	SF	\$	4.00	\$ 13,520.00
6" Concrete Sidewalk	200	SF	\$	5.00	\$ 1,000.00
5' ADA HC Ramps	5	EA	\$	900.00	\$ 4,500.00
Signage & Striping	1	LS	\$	7,500.00	\$ 7,500.00
Maintenance of Traffic	1	LS	\$	8,000.00	\$ 8,000.00
			Total		\$ 416,195.00

### WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	 Total
C A P. C. TOWNS	-		-	
Connect to Existing 12" WM	1	EA	\$ 3,500.00	\$ 3,500.00
Temporary Construction Meter Assembly	. 1	EA	\$ 13,500.00	\$ 13,500.00
12" x 8" Tapping Sleeve & Valve	1	EΛ	\$ 5,950.00	\$ 5,950.00
6" Steel Casing (Open Cu)	30	LF	\$ 65.00	\$ 1,950.00
18" Jack & Bore	50	LF	\$ 410.00	\$ 20,500.00
8" DIP	80	LF	\$ 60.00	\$ 4,800.00
8"PVC (DR-18)	1320	LF	\$ 20.50	\$ 27,060.00
6"PVC (DR-18)	2280	LF	\$ 13.75	\$ 31,350.00
4"PVC (DR-18)	500	LF	\$ 10.50	\$ 5,250.00
8" Gate Valve Assembly	9	EΛ	\$ 1,250.00	\$ 11,250.00
6" Gate Valve Assembly	6	EA	\$ 985.00	\$ 5,910.00
4" Gate Valve Assembly	3	EA	\$ 790.00	\$ 2,370.00
8" MJ Bend	30	EA	\$ 250.00	\$ 7,500.00
6" MJ Bend	38	EA	\$ 200.00	\$ 7,600.00
4" MJ Bend	10	EA	\$ 175.00	\$ 1,750.00
8" MJ Tee	3	EΛ	\$ 375.00	\$ 1,125.00
6" MJ Tee	2	EΑ	\$ 340.00	\$ 680.00
8" MJ Reducer	2	EA	\$ 200.00	\$ 400.00
6" MJ Reducer	2	EA	\$ 190.00	\$ 380.00
Fire Hydrant Assembly	8	EA	\$ 4,350.00	\$ 34,800.00
Single Service - Short	59	EA	\$ 350.00	\$ 20,650.00
Single Service - Long	40	EA	\$ 425.00	\$ 17,000.00
Water Service to Lift Station	1	EA	\$ 2,000.00	\$ 2,000.00
Permanent Blow-off Assembly	3	ΕÁ	\$ 1,950.00	\$ 5,850.00
Temporary Blow-off Assembly	1	EA	\$ 425.00	\$ 425.00
Demo/Restore Sidewalk	20	LF	\$ 40.00	\$ 800.00
Chlorination & Pressure Testing	4100	LF	\$ 2.00	\$ 8,200.00
2" PVC Sleeve	200	LF	\$ 5.50	\$ 1,100.00
4" PVC Sleeve	200	LF	\$ 6.50	\$ 1,300.00
6" PVC Sleeve	200	LF	\$ 8.25	\$ 1,650.00
			Total	\$ 246,600.00

### SANITARY SEWERAGE

Item	Quantity	Unit	 Unit Price	Total
8" PVC (0'-6')	84	LF	\$ 17.00	\$ 1,428.00
8" PVC (6'-8')	577	LF	\$ 17.50	\$ 10,097.50
8" PVC (8'-10')	1875	LF	\$ 18.50	\$ 34,687.50
8" PVC (10'-12')	937	LF	\$ 20.00	\$ 18,740.00
8" PVC C900 DR 18 (12'-14')	90	LF	\$ 29.00	\$ 2,610.00
Sanitary Manhole (0'-6')	1	EΛ	\$ 3,300.00	\$ 3,300.00
Sanitary Manhole (6'-8')	3	ЕΛ	\$ 3,599.00	\$ 10,797.00
Sanitary Manhole (8'-10')	9	EA	\$ 3,850.00	\$ 34,650.00
Sanitary Manhole (10'-12')	1	EA	\$ 4,150.00	\$ 4,150.00
Sanitary Manhole (12'-14')	1	EA	\$ 4,600.00	\$ 4,600.00
Sanitary Drop Manhole (10'-12')	2	EΑ	\$ 5,050.00	\$ 10,100.00
Sanitary Service - Single	37	EA	\$ 748.00	\$ 27,676.00
Sanitary Service - Double	31	EA	\$ 970.00	\$ 30,070.00
8" Stub & Plug	1	EA	\$ 500.00	\$ 500.00
Dewatering	3563	$\mathbf{L}\mathbf{F}$	\$ 6.00	\$ 21,378.00
Gravity Sewer Testing	3563	LF	\$ 8.50	\$ 30,285.50
Pump Station (6' DIA) (19' Cut)	1	EA	\$ 335,000.00	\$ 335,000.00
Connect to Existing 16" Force Main	1	EA	\$ 2,450.00	\$ 2,450.00
16" X 4" Tapping Sleeve & Valve	1	EΛ	\$ 6,300.00	\$ 6,300.00
12" Steel Casing (Open Cut)	25	LF	\$ 70.00	\$ 1,750.00
12" Jack & Bore	40	LF	\$ 400.00	\$ 16,000.00
4" PVC Forcemain (DR-18)	940	LF	\$ 11.10	\$ 10,434.00
4" Plug Valve Assembly	2	EA	\$ 750.00	\$ 1,500.00
4" MJ Bend	24	EA	\$ 305.00	\$ 7,320.00
Pressure Testing	940	LF	\$ 2.00	\$ 1,880.00
			Total	\$ 627,703.50

### STORM DRAINAGE

Item	Quantity	Unit		Unit Price		Total
					'-	
12" HDPE	680	LF	\$	21.50	\$	14,620.00
15" HDPE	520	LF	\$	32.00	\$	16,640.00
18" HDPE	450	LF	\$	40.00	\$	18,000.00
24" HDPE	1272	LF	\$	55.00	\$	69,960.00
30" HDPE	640	LF	\$	75.00	\$	48,000.00
36" HDPE	260	LF	\$	100.00	\$	26,000.00
42" HDPE	280	LF	\$	125.00	\$	35,000.00
48" HDPE	580	LF	\$	170.00	\$	98,600.00
54" HDPE	185	LF	\$	215.00	\$	39,775.00
Type 1 Curb Inlet	10	EA	\$	4,700.00	\$	47,000.00
Type 2 Curb Inlet	9	EA	\$	4,950.00	\$	44,550.00
Type 1 Curb Inlet w/ J-Bottom	4	EA	\$	6,000.00	\$	24,000.00
Type 2 Curb Inlest w/ J-Bottom	2	EA	\$	6,200.00	\$	12,400.00
Type C Grate Inlet	1	EA	\$	2,000.00	\$	2,000.00
Type P Manhole	4	EA	\$	2,400.00	\$	9,600.00
Type J Manhole	İ	EA	\$	5,000.00	\$	5,000.00
54" RCP MES	1	EA	\$	7,250.00	\$	7,250.00
Yard Drain	7	EA	\$	975.00	\$	6,825.00
Concrete Sump	1	EA	\$	8,500.00	\$	8,500.00
Geoweb Spillway	520	SF	s	10.50	\$	5,460.00
Dewatering	1	LS	•	4750	\$	4,750.00
Storm Sewer Testing	4186	LF	\$	7.25	\$	30,348.50
<u>-</u>		21	Ψ	1 - 22 - 2	ψ	20,270,20
				Total	\$	574,278.50

### OFFSITE

Item	Quantity	Unit	 Unit Price	 Total
1" Mill Existing Asphalt	450	SY	\$ 11.50	\$ 5,175.00
1" Type SP 9.5 Asphalt	950	SY	\$ 16.75	\$ 15,912.50
2" Type SP 12.5 Asphalt	500	SY	\$ 18.75	\$ 9,375.00
8" Crushed Concrete Base	500	SY	\$ 18.00	\$ 9,000.00
12" Stabilized Subgrade	500	SY	\$ 16.75	\$ 8,375.00
12" Stabilized Shoulder	150	SY	\$ 16.00	\$ 2,400.00
4" Concrete Sidewalk	7550	SF	\$ 4.50	\$ 33,975.00
6" Concrete Sidewalk	5100	SF	\$ 5.50	\$ 28,050.00
5' ADA Handicapped Ramp	2	EΑ	\$ 950.00	\$ 1,900.00
Signage & Striping	1	LS	\$ 1,500.00	\$ 1,500.00
24" Class III RCP Storm	328	LF	\$ 55,00	\$ 18,040.00
Tyoe C Grate Inlet	2	EA	\$ 2,000,00	\$ 4,000.00
Storm Sewer Testing	328	LF	\$ 7.25	\$ 2,378.00
			Total	\$ 140,080.50

### WARRANTY BOND On-Site and Off-Site

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC called the Principal and Arch Insurance Company</u>, <u>Harborside 3</u>, <u>210 Hudson Street</u>, <u>Suite 300</u>, <u>JERSEY CITY</u>, <u>NJ 07311 - 1107</u> called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY**, **FLORIDA**, in the sum of <u>One Hundred One Thousand Four Hundred Thirty-Eight Dollars and Forty Cents</u> (\$101,438.40) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, 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 improvement facilities (water and wastewater) for maintenance in the approved platted subdivision known as <u>Hammock Crest</u> and associated off-site improvements (roads and drainage); and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the on-site and off-site improvement facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of the Required Improvements", the

terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

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 (roads, drainage, water and wastewater) improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision and all off-site improvements known as <a href="Hammock Crest">Hammock Crest</a>, 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 <u>August 20, 2025</u> .		APPROVED BY THE COUNTY ATTORNEY
SIGNED, SEALED AND DATED this 20th DAY O	F <u>May</u> , 20 <u>21</u>	BY OUGH
ATTEST:		Approved As To Form And Legal Sufficiency.
Katarina Vigas	BY: Elm.	
	PRINCIPAL	(SEAL)
	D. Bryce Lan	gen, VP+ Treasurer
	Arch Insurance	
	SURETY	(SEAL)
*		

Peter S. Forker, ATTORNEY-IN-FAC

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valld for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### Know All Persons By These Presents:

### POWER OF ATTORNEY

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City. New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanic C. Anderson, Rebecca Johlie and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Sentor Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys in fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020. and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of Meurance C May, 2021.

> CONTORATE 1971

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

le Tripodi, Notary Public My commission expires 07/31/2021

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed. sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth. сонконутацти ор резелутулки

Missouri

HOTARIAL SEAL AKCHELE TRIPOOL, HOLITY PUBLIC City of Philadelphia, Phila. County My Commission Expires Ady 11, 1021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 3, 2021 on behalf of the person(s). as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this W day of MC 20 2-1

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division

3 Parkway, Suite 1500 Philadelphia, PA 19102 MSurance SEAR. IOTI

To verify the authenticity of this Power of Attorney, please contact Arch insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on May 20, 2021, appeared D. Bryce Langen, VP & Treasurer of 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

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

	ACI	KNOWLEDGMENT BY	' SURETY	
STATE OF Illinois  County of Lake	}	ss.		
On this 20th appeared Peter S. Forker Arch Insurance Company	day of	May		, before me personally be the Attorney-in-Fact of
that executed the within instru	ment and salmondades	4		, the corporation
OFFICIAL REBECCA I NOTARY PUBLIC, ST My Commission E	M JOHLIE TATE OF ILLINOIS		ny Public in the State of Illino	·İS

### **Hammock Crest**

Warranty Bond Calculation
Construction costs for the potable water, sanitary sewer, and offsite improvements

### **SUMMARY**

Water	\$246,600.00
Wastewater	\$627,703.50
Offsite	\$140,080.50
Total	\$1,014,384.00

Performance Bond Amount (10% of total)

\$101,438.40

Ryan McChesney, P.E. Florida License # 8864

### WATER DISTRIBUTION SYSTEM

<u> </u>	Quantity	Unit	Unit Price		Total
			2 500 00	^	2.700.00
Connect to Existing 12" WM	1	EA	\$ 3,500.00	\$	3,500.00
Temporary Construction Meter Assembly	1	EA	\$ 13,500.00	\$	13,500.00
12" x 8" Tapping Sleeve & Valve	1	EΛ	\$ 5,950.00	\$	5,950.00
6" Steel Casing (Open Cu)	30	LF	\$ 65.00	\$	1,950.00
18" Jack & Bore	50	LF	\$ 410.00	\$	20,500.00
8" DIP	80	LF	\$ 60.00	\$	4,800.00
8"PVC (DR-18)	1320	LF	\$ 20.50	\$	27,060.00
6"PVC (DR-18)	2280	LF	\$ 13.75	\$	31,350.00
4"PVC (DR-18)	500	LF	\$ 10.50	\$	5,250.00
8" Gate Valve Assembly	9	EΛ	\$ 1,250.00	\$	11,250.00
6" Gate Valve Assembly	6	EA	\$ 985.00	\$	5,910.00
4" Gate Valve Assembly	3	EA	\$ 790.00	\$	2,370.00
8" MJ Bend	30	EA	\$ 250.00	\$	7,500.00
6" MJ Bend	38	EA	\$ 200.00	\$	7,600.00
4" MJ Bend	10	EA	\$ 175.00	\$	1,750.00
8" MJ Tee	3	EΛ	\$ 375.00	\$	1,125.00
6" MJ Tee	2	EA	\$ 340.00	\$	680.00
8" MJ Reducer	2	EA	\$ 200.00	\$	400.00
6" MJ Reducer	2	EA	\$ 190.00	\$	380.00
Fire Hydrant Assembly	8	EA	\$ 4,350.00	\$	34,800.00
Single Service - Short	59	EA	\$ 350.00	\$	20,650.00
Single Service - Long	40	EA	\$ 425.00	\$	17,000.00
Water Service to Lift Station	1	EΛ	\$ 2,000.00	\$	2,000.00
Permanent Blow-off Assembly	3	EΑ	\$ 1,950.00	\$	5,850.00
Temporary Blow-off Assembly	1	EA	\$ 425.00	\$	425.00
Demo/Restore Sidewalk	20	LF	\$ 40.00	\$	800.00
Chlorination & Pressure Testing	4100	LF	\$ 2.00	\$	8,200.00
2" PVC Sleeve	200	LF	\$ 5.50	\$	1,100.00
4" PVC Sleeve	200	LF	\$ 6.50	\$	1,300.00
6" PVC Sleeve	200	LF	\$ 8.25	\$	1,650.00
			Total	\$	246,600.00

### SANITARY SEWERAGE

Item	Quantity	Unit	Unit Price		Total
9!! D3/C (0) 6!\	84	LF	\$ 17.00	\$	1,428.00
8" PVC (0'-6')	577	LF	\$ 17.50	\$ \$	10,097.50
8" PVC (6'-8')			18.50	э \$	34,687.50
8" PVC (8'-10')	1875	LF	\$	\$ \$	18,740.00
8" PVC (10'-12')	937	LF	\$ 20.00	•	•
8" PVC C900 DR 18 (12'-14')	90	LF	\$ 29.00	\$	2,610.00
Sanitary Manhole (0'-6')	1	EA	\$ 3,300.00	\$	3,300.00
Sanitary Manhole (6'-8')	3	EA	\$ 3,599.00	\$	10,797.00
Sanitary Manhole (8'-10')	9	EA	\$ 3,850.00	\$	34,650.00
Sanitary Manhole (10'-12')	1	EA	\$ 4,150.00	\$	4,150.00
Sanitary Manhole (12'-14')	1	EA	\$ 4,600.00	\$	4,600.00
Sanitary Drop Manhole (10'-12')	2	EA	\$ 5,050.00	\$	10,100.00
Sanitary Service - Single	37	EΛ	\$ 748.00	\$	27,676.00
Sanitary Service - Double	31	EΑ	\$ 970.00	\$	30,070.00
8" Stub & Plug	1	EA	\$ 500.00	\$	500.00
Dewatering	3563	LF	\$ 6.00	\$	21,378.00
Gravity Sewer Testing	3563	LF	\$ 8.50	\$	30,285.50
Pump Station (6' DIA) (19' Cut)	1	EA	\$ 335,000.00	\$	335,000.00
Connect to Existing 16" Force Main	1	EΛ	\$ 2,450.00	\$	2,450.00
16" X 4" Tapping Sleeve & Valve	1	EA	\$ 6,300.00	\$	6,300.00
12" Steel Casing (Open Cut)	25	LF	\$ 70.00	\$	1,750.00
12" Jack & Bore	40	LF	\$ 400.00	\$	16,000.00
4" PVC Forcemain (DR-18)	940	LF	\$ 11,10	\$	10,434.00
4" Plug Valve Assembly	2	EA	\$ 750.00	\$	1,500.00
4" MJ Bend	24	EA	\$ 305.00	\$	7,320.00
Pressure Testing	940	LF	\$ 2.00	\$	1,880.00
			Total	\$	627,703.50

### OFFSITE

Item	Quantity	Unit	 Unit Price	Total
48.400 B.A.J. A.A.J.				
1" Mill Existing Asphalt	450	SY	\$ 11.50	\$ 5,175.00
I" Type SP 9.5 Asphalt	950	SY	\$ 16.75	\$ 15,912.50
2" Type SP 12.5 Asphalt	500	SY	\$ 18.75	\$ 9,375.00
8" Crushed Concrete Base	500	SY	\$ 18.00	\$ 9,000.00
12" Stabilized Subgrade	500	SY	\$ 16.75	\$ 8,375.00
12" Stabilized Shoulder	150	SY	\$ 16.00	\$ 2,400.00
4" Concrete Sidewalk	7550	SF	\$ 4.50	\$ 33,975.00
6" Concrete Sidewalk	5100	SF	\$ 5.50	\$ 28,050.00
5' ADA Handicapped Ramp	2	EA	\$ 950.00	\$ 1,900.00
Signage & Striping	1	LS	\$ 1,500.00	\$ 1,500.00
24" Class III RCP Storm	328	LF	\$ 55.00	\$ 18,040.00
Tyoe C Grate Inlet	2	EA	\$ 2,000.00	\$ 4,000.00
Storm Sewer Testing	328	LF	\$ 7.25	\$ 2,378.00
			Total	\$ 140,080.50

### SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _	day of	, 2021 by and between Pulte
Home Company, LLC, hereinafter referred to as "St	ubdivider," and	Hillsborough County, a political
subdivision of the State of Florida, hereinafter referr	ed to as "Coun	ty."

### Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to 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 Hammock Crest; 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 known as <u>Hammock</u> <u>Crest</u> 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, and to gain approval of the County to record said plat, 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 platted area known as <a href="Hammock Crest">Hammock Crest</a> subdivision within <a href="twenty four (24)">twenty four (24)</a> months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check 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, numberN/A, dated, with by order of
	, or
	b. A Performance Bond, dated <u>May 20, 2021</u> , with <u>Pulte Home Company, LLC</u> as Principal, and <u>Arch Insurance Company (Bond No. SU1172300)</u> as Surety, or
	c. Escrow Agreement, dated N/A , between and the County, or
	d. Cashier/Certified Check, numberN/A, dated, which shall be deposited by the County into an 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 are/is attached	l letters of credit, performance bonds, escrow agreements, or cashier/certified checks hereto and by reference made a part hereof.
4.	Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," 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 his 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 known as <u>Hammock Crest</u> 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.

	nis document contains the entire agreed except in writing signed by t	greement of the parties. It shall not be modified or he parties.
IN WITNESS W. day of May	HEREOF, the parties hereto have, 2021.	executed these presents, this <u>20</u>
ATTEST: Witness S  Jacob Printed N	ignature  Carter  ame of Witness	SUBDIVIDER:  By:  Authorized Corporate Officer or Individual (Sign before a Notary Public)
Witness S  Danielle  Printed No.	ignature  Fabori  ame of Witness	Jeff Deason Printed Name of Signer  Vice President Title of Signer
	ATE SEAL opropriate)	2662 S Falkenburg Road, Riverview, FL, 33578 Address of Signer  813-964-5116 Phone Number of Signer
ATTEST: CLERK OF CIRC	CUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
By:Deputy C	llerk	By:Chair.
Subdivider Agreement for	Performance - Placement of Lot Comers.doc	APPROVED BY THE COUNTY ATTORNEY  Approved As To Form And Legal Sufficiency.

### CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

### COUNTY OF HILLSBOROUGH

The 20 <u>2\</u> , by	foregoing instrument wa Teffrey Deaso	s acknowledged before me t	this <u>20</u> day of <u>71</u> and	<u>ay</u> ,
respectively I	President and Vice P	resident	of Pulte How	ne Company LLC,
Inc., a corpor	ation under the laws of the	ne state of F10Yida	L .	on behalf of the
corporation.	He and/or she is persona	lly known to me or has prod	luced	
as identificati	on and did take an oath.			
	NOTARY PUBLIC			
	Sign: Kuturua Vi	eggs	(Seal)	
	Print: Katarina	ejop Diggs		Katarina Diggs
	Title or Rank: CONH	ract coordina		Notary Public State of Florida Comm# HH114248
	Serial Number, if any:_			Expires 4/6/2025
My Commiss	ion Expires: 4/6/2	2025		
	L ACKNOWLEDGMI N/A			
COUNTY OF	FN/A			
The	foregoing instrument wa	s acknowledged before me t	his day of	,
20, by			_, who is personally known _ as identification and who	to me or who has produced did take an oath.
	NOTARY PUBLIC:			
	Sign:	_N/A	(seal)	
	Print:	N/A		
	Title or Rank:	N/A		
	Serial Number, if any:	N/A		
My Commiss	ion Expires:	N/A		

### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</u> called the Principal, and <u>Arch Insurance Company</u>, <u>Harborside 3, 210 Hudson Street</u>, <u>Suite 300</u>, <u>JERSEY CITY</u>, <u>NJ 07311 – 1107</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Eleven Thousand and Two Hundred Fifty Dollars</u> (\$11,250.00) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, a final plat of the 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 lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Hammock Crest</u> are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be built and constructed in the aforementioned platted 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 for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

WHEREAS, the terms of said Subdivider's 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 <a href="Hammock Crest">Hammock Crest</a> 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 twenty-four (24) 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 August 20, 2023.

SIGNED, SEALED AND DATED this 20th day of May, 2021.

ATTEST:

Katarina Viggs

BY: SEE ATTTACHED

PRINCIPAL (SEAL)

Arch Insurance Company

SURETY (SEAL)

Peter S. Forker, ATTORNEY-IN-FACT (SEA

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

executed this	20 th day of	Marx	, 2021.
_		- ( )	

### Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

### Know All Persons By These Presents:

### POWER OF ATTORNEY

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City. New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanie C. Anderson, Rebecca Johlie and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$99,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020. and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of Msurance

Attested and Certified

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed. scaled with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and COHMONWEALTH OF PERNSYLVANIA

Missouri

SEAL 1971

HOTARIAL SEAL AKCHELE TRIPOOL, HOLINY PLOKIC City of Philadelphia, Phila. County My Commission Expires July 31, 2021

de Tripodi, Notary Public My commission expires 07/31/2021

### CERTIFICATION

1, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 3, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of Me

Rogan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance - Surety Division 3 Parkway, Suite 1500

Philadelphia, PA 19102

MSurance COKIOKATE SFAL 1977 Missouri

To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

	ACKNOWLEDGMENT BY SURE	≣TY
STATE OF Illinois  County of Lake	ss.	
On this 20th day of		, before me personally, known to, me to be the Attorney-in-Fact of
that executed the within instrument, and acknowl	ladaad to madhat and a madh	, the corporation
IN WITNESS WHEREOF, I have hereunto set m year in this certificate first above written.	edged to me that such corporation exertion leading to the that such a seal, a seal, a	ecuted the same.
OFFICIAL SEAL REBECCA M JOHLIE NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/22/24	Notary Public County of L	c in the State of Illinois ake
		·

### **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

**COUNTY OF FULTON)** 

) ss.

This record was acknowledged before me on May 20, 2021, appeared D. Bryce Langen, VP & Treasurer of 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

SHIRLEY E HUTCHINS

Notary Public – State of Georgia

Fulton County

Au Commission Expires Mar 18, 2022

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

### **Hammock Crest**

### **Performance Bond Calculation**

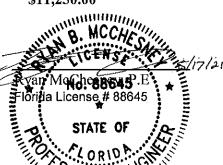
**Construction costs for setting Lot Corners** 

### **SUMMARY**

Lot Corners	\$9,000.00
Total	\$9,000.00

Performance Bond Amount (125% of total)

\$11,250.00



### **Lot Corners**

Description	Quantity	Unit	Unit Price	Amount	-
Setting Lot Corners	1	LS _	\$9,000.00	\$9,000.00	-
			TOTAL =	\$9,000.00	

# HAMMOCK CREST

# LYING IN SECTION 31, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY. FLORIDA

### DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 30 SOLTH, RANCE 21 EAST, HILLSBORDLOH COUNTY, FLORIDA, BIDING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTAINING 30,75 ACRES, MORE OR LESS,

1) EDURINGS SHOWN HEIGHN ARE OND DUSDD ON THE FLONDA WEST TRANSPICISES, MARKATOR THE STATE PARK CONDUCTORS TO STATE THE NORTH BOARD BOARD THE NORTH BOARD THE NORTH BOARD THE NORTH BOARD THE NORTH BOARD THE NORTH BOARD THE NORTH BOARD THE NORTH BOARD THE STATE THE STATE THE STAT

## CLERK OF THE CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HENEY CERTIFY THAT THIS SUBEMISION PLAT WEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLOREM, STATUTES, AND INC. BIEZH RECORD IN PLAT BOOK.

HELSONEN IN PLAT BOOK.

HELSONEN, IN PLAT BOOK.

HELSONEN, PLONEN, FLOREM, OF THE PUBLIC RECORDS OF THE SUBLIC RECORDS.

PLAT APPROVAL: THE PAR HAS BEEN REMEMED IN ACCORDANCE WITH PLORICA STATUTES, SECTION THE PAR CHAPTER CONSTINENT, THE GEOMETRIC DATA HAS NOT BEEN YORRED.

REVISIOD 87:
FLORING PROFESSIONAL SURVEYOR AND WAPPER, LICENSE #
HILSBOROUGH COUNTY
HILSBOROUGH COUNTY

SURVEYOR'S CERTIFICATION

BY. CLERK OF CIRCUIT COURT

DEPUTY CLERK \_ DAY OF\_ CLERK FILE NUMBER

THIS PLAT HAS BEEN APPROVED FOR RECORDATION. DATE CHAIRMAN

BOARD OF COUNTY COMMISSIONERS:

I, THE UNDERSONAD SURACHOR, HEREDY CRETIFY THAT THIS PLATED SUBDINISION IS A CORRECT REPRESENTATION OF THE LUNG BEING SUBDINISIONADE. THAT THE SULAT GUARACTES WITH ALL THE REQUIREMENTS OF CHAPITRE STATE AND THE PLATE WITH ALL THE REQUIREMENTS OF CHAPITRE STATE STATE OF THE PLATE WITH ALL THE REQUIREMENTS OF CHAPITRE STATE STATE OF THE HEREDY WAS DEPOSITED WITH THE PROBABILITY OF THE STATE STATE OF THE STATE STATE OF THE STATE STATE OF THE STATE STATE OF THE STATE STATE OF THE STATE

THE UNDERSIGHED, AS OWNERS OF THE LANDS PLATED HERCHN DO HEREBY DEDICATE THIS PLAT OF MANAGAC CERTIF OR RECORD, THEMER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE, ALL EXERCING DESIGNATE ON THIS PLAT AS "PUBLIC," THE UNDERSIGNED FURTHER MAKES THE PALLAMINE CODICIONES AND RESERVATIONS.

- 1. TRACT LS IS HEREIT DIDICATED TO HILLSOROUCH COUNTY FOR PUBLIC USE, AS A FUND STEE.

  2. THE PROMET FOAGS AND PROVIET BIGHTS—OF—WAY SHOWN HEREON AS TWO FOWER FOR CONVEYAGE TO THE FOREIGN OF THE PLANT. TO REPORT HERE AS THE PROVINCE OF THE EXCENDING OF THE PLANT OF THE PROVINCE OF THE STEEL BIGHT OF THE PLANT OF THE

DWINER: PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

BY: JEFF DEASON, VICE PRESIDENT

**ACKNOWLEDGMENT** 

STATE OF FLORIDA

Notary Public

213 Hobbs Street Phone; (S13), 248-8888 Tampa, Florida 33619 Faic (S13), 248-2266 www.geopointsunky.com Lemned (suliness Number Lt 7744 GeoPoint Surveying, Inc.

SHEET 1 OF 6 SHEETS

Dovid A, Williams (Lienne No. 159423) FLORIDA PROFESSORIA STARCTOR AND MAPPER CEDPORT STREET PANA, FLORIDA 23019 1273 HORES STREET PANA, FLORIDA 23019 LICONSD SUSNESS NAMER IS 7788

