

SUBJECT: Montague Townhomes **PI#5885**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Montague Townhomes, located in Section 28, Township 28, and Range 17, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) 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 \$257,087.96, a Warranty Bond in the amount of \$480,022.95 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 \$9,815.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

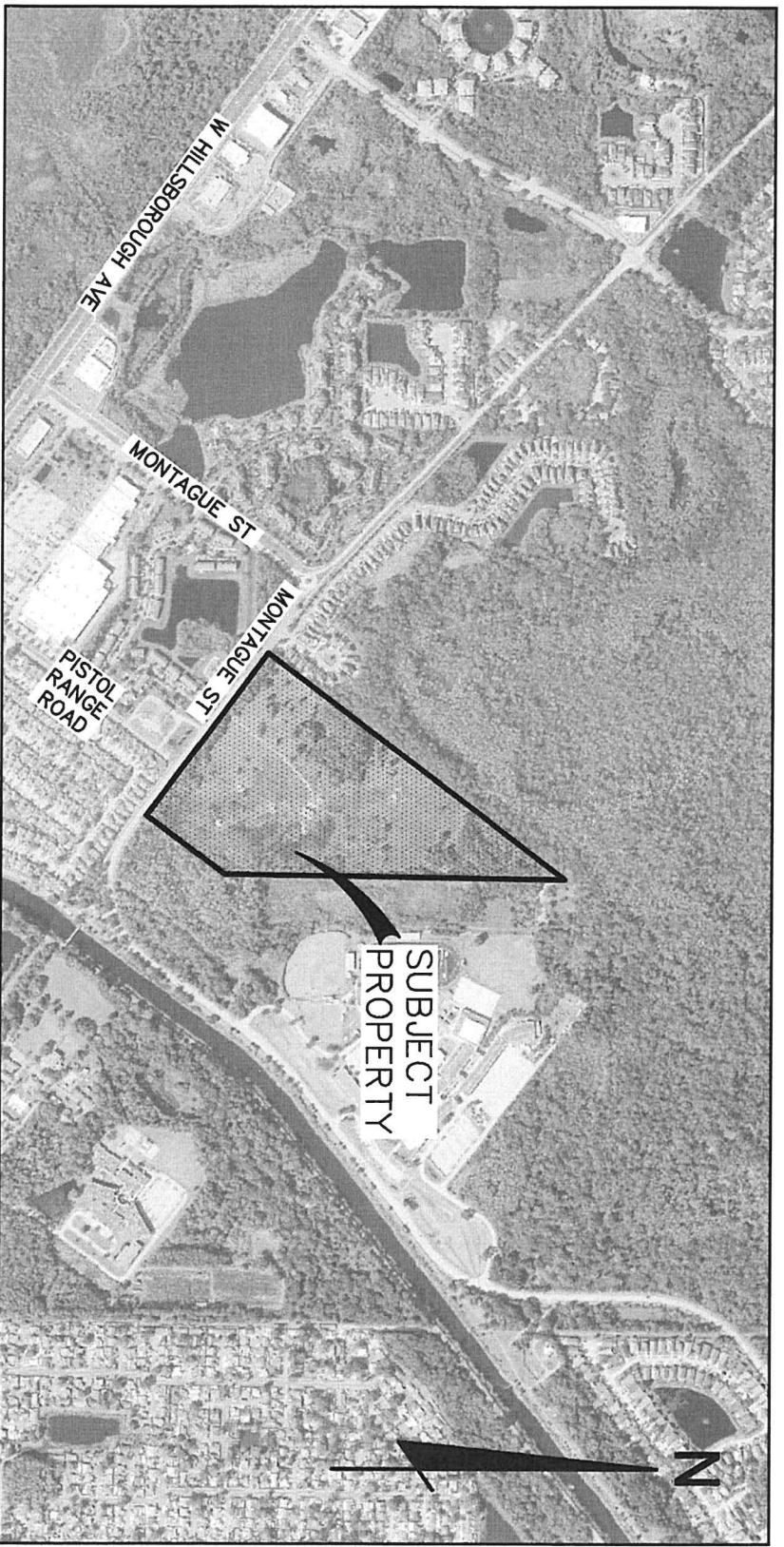
School Concurrency was approved for this project based on adequate capacity for the project.

BACKGROUND:

On August 31, 2022, Permission to Construct Prior to Platting was issued for Montague Townhomes, after construction plan review was completed on May 17, 2022. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is LVW Tampa Montague SPE1, LLC and the engineer is Commercial Site Solutions, Inc.

Montague Townhomes
PID 5885

Section 28, Township 28 South, Range 17 East,
County of Hillsborough, State of Florida



VICINITY MAP
NOT TO SCALE

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 LWV Tampa Montague SPE1, 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 Montague Townhomes Pl 5885 (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:

Offsite roads/streets, offsite water mains/services, offsite stormwater Drainage Systems,
offsite Sanitary Sewer Distribution System, and offsite sidewalks
(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 four (4) 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 ACC0021265 dated, June 5th, 2024 with _____ LW Tampa Montague SPEI, LLC as Principal, and Allegheny Casualty Company as Surety, or A Warranty Bond, number ACC0021270 dated, June 5th 2024 with _____ LW Tampa Montague SPEI, LLC as Principal, and Allegheny Casualty Company 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:

[Signature]
Witness Signature

Glenn Fournier
Printed Name of Witness

[Signature]
Witness Signature

Shane Gorry
Printed Name of Witness

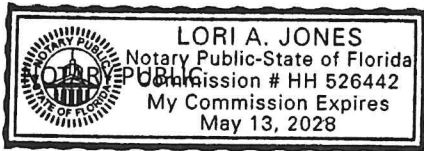
Subdivider:
By [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Michael Bednarshi
Name (typed, printed or stamped)

Authorial Person
Title

1810 W Kennedy Blvd, Tampa, FL
Address of Signer

813-406-4966
Phone Number of Signer



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 [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

24th day of June, 2024, by Michael BednarSKI as

(day) (month) (year) (name of person acknowledging)
Authorized Person for LVW Tampa Montague SPEI, 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

Lori A. Jones

(Signature of Notary Public - State of Florida)

Type of Identification Produced

Lori A. Jones

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



HH 526442

(Commission Number)

5/13/2028

(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)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we LVW Tampa Montague SPE1, LLC

_____ called the Principal, and Allegheny Casualty Company

_____ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two hundred fifty seven thousand eighty seven dollars and 96/100 (\$ 257,087.96) 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 Chapters 125, 163 and 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, these subdivision regulations require the construction of improvements in connection with the platting of the Montague Townhomes _____ 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

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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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 Montague Townhomes 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 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 Four (4) 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 December 9th, 2024.

SIGNED, SEALED AND DATED this 5th day of June, 2024.

LVW Tampa Montague SPE1, LLC

ATTEST:

[Signature]
Shane Gony

By [Signature]
Principal Seal

Surety Seal

Allegheny Casualty Company

ATTEST:

[Signature]
John Hyland

By [Signature]
Attorney-In-Fact Seal

APPROVED BY THE COUNTY ATTORNEY Susan Bulman-Ditchkus


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

ACKNOWLEDGEMENT FOR PRINCIPAL

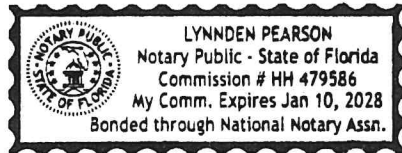
ACKNOWLEDGEMENT FOR PRINCIPAL, IF A LIMITED LIABILITY COMPANY

STATE OF Florida,)
COUNTY OF Hillsborough,)

ON THE 7th DAY OF June, 2024, BEFORE ME PERSONALLY APPEARED Michael Bednarski TO ME KNOWN AND KNOWN TO ME TO BE THE 7th OF June, A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.



Notary Public



ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT

Acknowledgement by Surety

STATE OF **NJ**

COUNTY OF **Morris**

On this 5th day of June , 2024 before me personally came Susan Bulman-Ditchkus who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Allegheny Casualty Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.

Caityln J. Magennis

NOTARY PUBLIC

CAITLYN J MAGENNIS
Notary Public, State of New Jersey
My Commission Expires Jan 29, 2026



One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Susan Bulman-Ditchkus, Lourdes Scheel, Daryl LaForge, John P. Hyland, Thomas J. Henn, Robert F. Laing, Michael D. Lapre, Phillip Simons, Esteban Flores, Rosita Friedik, Belinda Johnson, Michelle Eldridge, Michael Simons, J.C. Shively, Randi Foran, Renee A. Manny, Jennifer S. Vanat, Kevin J. Garrity, Casey W. LaChapelle, Maddalena Bucciero, Thomas R. Tyrrell, Christopher Terzian, David W. Cooper, Mark C. Nickel, Ihab Loubieh, Lisa Betancur, Caitlyn Magennis, Donna M. Borja, Maria D. Rufino

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY 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 offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, ALLEGHENY CASUALTY COMPANY has executed and attested these presents on this 31st day of December 2021



STATE OF NEW JERSEY
County of Essex

Robert Kersnick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A. Aleman, a Notary Public of New Jersey
My Commission Expires October 18, 2024

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 5th day of June, 2024

James Portman, Secretary

ALLEGHENY CASUALTY COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207
 STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
 AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$31,886,381
Cash, Bank Deposits & Short Term Investments	21,251,915
Unpaid Premiums & Assumed Balances	1,024,891
Reinsurance Recoverable from Reinsurers	141,695
Investment Income Due and Accrued	277,428
Receivables from Parent Subsidiaries & Affiliates	9,751
Net Deferred Tax Assets	976,282
Other Assets	<u>467,945</u>
TOTAL ASSETS	<u>\$56,036,288</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$1,155,286
Loss Adjustment Expenses	252,506
Commissions Payable, Contingent Commissions & Other Similar Charges	107
Other Expenses (Excluding Taxes, Licenses and Fees)	118,536
Taxes, Licenses & Fees (Excluding Federal Income Tax)	179,400
Current Federal & Foreign Income taxes	0
Unearned Premiums	3,072,743
Ceded Reinsurance Premiums Payable	403,000
Amounts Withheld by Company for Account of Others	19,158,348
Payable to Parent, Subsidiaries and Affiliates	0
Other Liabilities	<u>289,491</u>
TOTAL LIABILITIES	<u>\$24,629,417</u>
Common Capital Stock	\$1,500,000
Preferred Capital Stock	3,200,000
Gross Paid-in & Contributed Surplus	1,669,529
Unassigned Funds (Surplus)	28,237,342
Less Treasury Stock at Cost	<u>3,200,000</u>
Surplus as Regards Policyholders	<u>\$31,406,871</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$56,036,288</u>

I, John M Mruk, Treasurer of ALLEGHENY CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

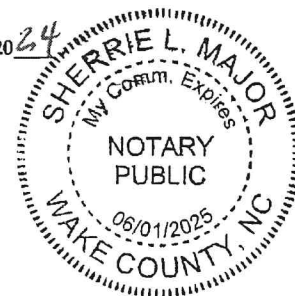


IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 20th day of March, 2024.
 ALLEGHENY CASUALTY COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 21st day of March, 2024

Sherrie L. Major
 NOTARY PUBLIC, STATE OF NC



PROJECT ESTIMATE TABULATION

Montague Townhomes

SR 54 STA. 112+50.00 TO 145+00.00

LOCATION: Hillsborough

6/24/2024

FDOT District 8

FDOT Pay Item No.	FDOT Description	Quantity	Unit	Weighted Average Cost		Total Amount
0580 7373	Landscape - Small Shrub, 3 Gallon	84	EA	\$34.75	\$/EA	\$2,919.00
	Landscape - Tree	420	EA	\$400.00	\$/EA	\$168,000.00
SUBTOTAL						\$170,919.00
TOTAL						\$170,919.00

Estimate Prepared By:
Company Name:

Scott K. Stannard, P.E.
Goodwyn Mills Cawood, LLC



**Scott
Stannard**

Digitally signed by
Scott Stannard
Date: 2024.06.24
13:28:26 -04'00'

This item has been digitally signed and sealed by Scott K. Stannard, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

SUBDIVISION WARRANTY BOND - OFF-SITE

KNOW ALL MEN BY THESE PRESENTS, that we LVW Tampa Montague SPE1, LLC

_____ called the Principal, and Allegheny Casualty Company

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

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Four hundred eighty thousand and twenty two dollars and 95/100 (\$ 480,022.95) 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 land development 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 requested that the Board of County Commissioners of Hillsborough County accept the following off-site improvement facilities (off-site Roads/Streets, Water Mains/Services, Stormwater Drainage Systems, Sanitary Sewer Distribution System, and Sidewalks) hereafter referred to as the "Off-Site Improvement Facilities") constructed in conjunction with the platted subdivision known as Montague Townhomes PI 5885 (hereafter, the "Subdivision"); and

WHEREAS, the subdivision regulations require as a condition of acceptance of the aforementioned Off-Site Improvement Facilities that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting said Off-Site Improvement Facilities in an amount prescribed by said 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 Off-Site Improvement Facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the Subdivision 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 December 9th, 2026.

SIGNED, SEALED AND DATED this 5th day of June, 2024.

ATTEST:



Shane Goring

LVW Tampa Montague SPE1, LLC

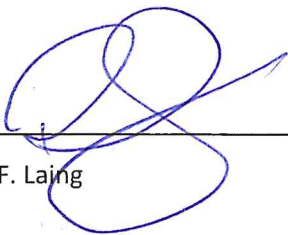
By 

Principal Seal

Allegheny Casualty Company

Surety Seal

ATTEST:




Robert F. Laing

By 

Attorney-In-Fact Seal
Susan Bulman-Ditchkus

APPROVED BY THE COUNTY ATTORNEY

BY 

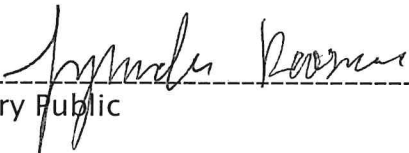
Approved As To Form And Legal Sufficiency.

ACKNOWLEDGEMENT FOR PRINCIPAL

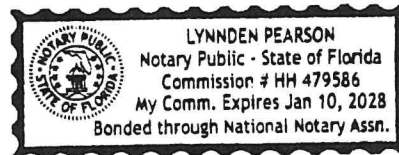
ACKNOWLEDGEMENT FOR PRINCIPAL, IF A LIMITED LIABILITY COMPANY

STATE OF Florida,)
COUNTY OF Hillsborough,)

ON THE 7th DAY OF June, 20 24, BEFORE ME PERSONALLY
APPEARED Michael Bednarski TO ME KNOWN AND KNOWN TO ME TO BE
THE 7th OF June, A LIMITED LIABILITY
COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED
OF SAID LIMITED LIABILITY COMPANY.



Notary Public



ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT

Acknowledgement by Surety

STATE OF NJ

COUNTY OF Morris

On this 5th day of June , 2024 before me personally came Susan Bulman-Ditchkus who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Allegheny Casualty Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.

Caityln J Magennis
NOTARY PUBLIC

CAITLYN J MAGENNIS
Notary Public, State of New Jersey
My Commission Expires Jan 29, 2026



One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Susan Bulman-Ditchkus, Lourdes Scheel, Daryl LaForge, John P. Hyland, Thomas J. Henn, Robert F. Laing, Michael D. Lapre, Phillip Simons, Esteban Flores, Rosita Friedik, Belinda Johnson, Michelle Eldridge, Michael Simons, J.C. Shively, Randi Foran, Renee A. Manny, Jennifer S. Vanat, Kevin J. Garrity, Casey W. LaChapelle, Maddalena Bucciero, Thomas R. Tyrrell, Christopher Terzian, David W. Cooper, Mark C. Nickel, Ihab Loubieh, Lisa Betancur, Caitlyn Magennis, Donna M. Borja, Maria D. Rufino

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY 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 offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December 2021



STATE OF NEW JERSEY
County of Essex

Robert Karsnick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **ALLEGHENY CASUALTY COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A. Aleman, a Notary Public of New Jersey
My Commission Expires October 18, 2024

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 5th day of June, 2024

James Portman, Secretary

ALLEGHENY CASUALTY COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
 AT DECEMBER 31, 2023

ASSETS

Bonds (Amortized Value)	\$31,886,381
Cash, Bank Deposits & Short Term Investments	21,251,915
Unpaid Premiums & Assumed Balances	1,024,891
Reinsurance Recoverable from Reinsurers	141,695
Investment Income Due and Accrued	277,428
Receivables from Parent Subsidiaries & Affiliates	9,751
Net Deferred Tax Assets	976,282
Other Assets	467,945
TOTAL ASSETS	\$56,036,288

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$1,155,286
Loss Adjustment Expenses	252,506
Commissions Payable, Contingent Commissions & Other Similar Charges	107
Other Expenses (Excluding Taxes, Licenses and Fees)	118,536
Taxes, Licenses & Fees (Excluding Federal Income Tax)	179,400
Current Federal & Foreign Income taxes	0
Unearned Premiums	3,072,743
Ceded Reinsurance Premiums Payable	403,000
Amounts Withheld by Company for Account of Others	19,158,348
Payable to Parent, Subsidiaries and Affiliates	0
Other Liabilities	289,491
TOTAL LIABILITIES	\$24,629,417
Common Capital Stock	\$1,500,000
Preferred Capital Stock	3,200,000
Gross Paid-in & Contributed Surplus	1,669,529
Unassigned Funds (Surplus)	28,237,342
Less Treasury Stock at Cost	3,200,000
Surplus as Regards Policyholders	\$31,406,871
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$56,036,288

I, John M Mruk, Treasurer of ALLEGHENY CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

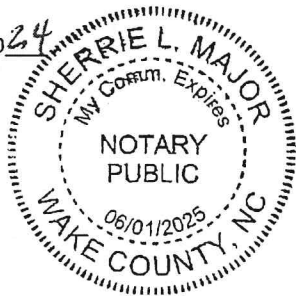


IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 20th day of March, 2024.
 ALLEGHENY CASUALTY COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 21st day of March, 2024

Sherrie L. Major
 NOTARY PUBLIC, STATE OF NC



PROJECT ESTIMATE TABULATION

Montague Townhomes PI 5885 - Roads & Drainage Warranty Bond

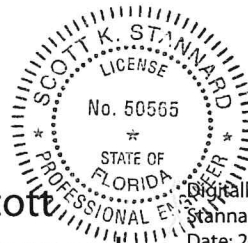
LOCATION: Hillsborough County

6/5/2024

Item Description	Quantity	Unit	Weighted Average Cost		Total Amount
DRAINAGE					
Hillsborough County Inlet Type II	2	EA	\$8,500.00	\$/EA	\$17,000.00
Pipe Culvert, Optional Material, Round 24" SD	15	LF	\$130.00	\$/LF	\$1,950.00
ROADWAY					
Type B Stabilization (12" LBR 40)	1100	SY	\$9.38	\$/SY	\$10,318.00
Optional Base Group 9	1100	SY	\$55.84	\$/SY	\$61,424.00
Superpave Asphaltic Concrete, Traffic C, PG76-22	183	TN	\$169.02	\$/TN	\$30,930.66
Asph Conc FC, Traffic C, FC-9.5.5, PG 76-22	150	TN	\$199.79	\$/TN	\$29,968.50
Detectable Warnings	20	SF	\$43.49	\$/SF	\$869.80
Concrete Curb & Gutter, Type F	820	LF	\$23.72	\$/LF	\$19,450.40
Concrete Sidewalk and Driveway 4"	405	SY	\$74.89	\$/SF	\$30,330.45
Thermoplastic, Solid, Std-Op, White, Solid, 6"	.5	GM	\$9,879.27	\$/GM	\$4,939.64
Thermoplastic, Solid, Std-Op, White, Skip, 6"	0	GM	\$4,359.67	\$/GM	\$0.00
Thermoplastic, Std, White, Solid 12"	15	LF	\$2.57	\$/LF	\$38.55
Thermoplastic, Std, White, Solid 24"	15	LF	\$6.86	\$/LF	\$102.90
Thermoplastic, Preformed, White, Arrow	3	EA	\$183.35	\$/EA	\$550.05
Performance Turf, Sod	1000	SY	\$4.35	\$/SY	\$4,350.00
UTILITY					
Utility Pipe - Ductice Iron - 8"	1355	LF	\$90.00	\$/LF	\$121,950.00
Utility Pipe - PVC - 4"	1200	LF	\$40.00	\$/LF	\$48,000.00
8" Gate Valve	10	EA	\$3,500.00	\$/EA	\$35,000.00
6" Gate Valve	2	EA	\$2,500.00	\$/EA	\$5,000.00
Fire Hydrant Assembly - 6"	2	EA	\$8,000.00	\$/EA	\$16,000.00
4" Plug Valve	5	EA	\$2,500.00	\$/EA	\$12,500.00
8" Bend	11	EA	\$1,250.00	\$/EA	\$13,750.00
8"x8" Tee	2	EA	\$1,300.00	\$/EA	\$2,600.00
8"x6" Tee	1	EA	\$1,000.00	\$/EA	\$1,000.00
Utility Pipe - 20" Steel Casing	48	LF	\$250.00	\$/LF	\$12,000.00
SUBTOTAL					\$480,022.95
TOTAL					\$480,022.95

Estimate Prepared By:
Company Name:

Scott K. Stannard, P.E.
Goodwyn Mills Cawood, LLC



Scott Stannard
Digitally signed by Scott Stannard
Date: 2024.06.05 16:23:26 -04'00'

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this ____ day of _____, 20____, by and between LVW Tampa Montague SPE1, 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 Montague Townhomes PI 5885 (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 four _____ (4 _____) 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 ACC0021264 dated, 6/5/2024 _____ with LVW Tampa Montague SPE1, LLC as Principal, and Allegheny Casualty 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:

[Signature]
Witness Signature

Shane Conroy
Printed Name of Witness

[Signature]
Witness Signature

JACKIE OWEN
Printed Name of Witness



NOTARY PUBLIC
[Signature]

CORPORATE SEAL
(When Appropriate)

ATTEST:
CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

Subdivider:
By: [Signature]
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

Michael Bednarski
Name (typed, printed or stamped)

Authorized Person
Title

1810 W Kennedy Blvd Tampa, FL 33606
Address of Signer

813-466-4966
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

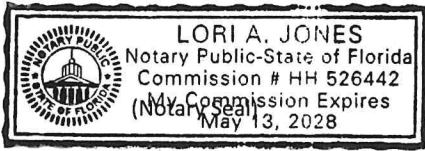
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
6th day of June, 2021, by Michael Bednarski as
(day) (month) (year) (name of person acknowledging)
authorized person for LVI Tampa Montague SPEI, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

[Signature]
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Lori A. Jones
(Print, Type, or Stamp Commissioned Name of Notary Public)



HH 526442 5/13/2028
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we LVW Tampa Montague SPE1, LLC

_____ called the Principal, and _____
Allegheny Casualty Company _____ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Nine thousand Eight Hundred and Fifteen Dollars and 0/100 (\$ 9,815.00) 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 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, pursuant to these subdivision regulations 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 Montague Townhomes are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, said lot corners are to be installed in the aforementioned platted area; and

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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 Montague Townhomes 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 four (4) 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 December 9th, 2024.

SIGNED, SEALED AND DATED this 5th day of June, 2024.

ATTEST:

Shane Gouvy
Shane Gouvy

LWW Tampa Montague SPE1, LLC

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

[Signature]
Robert F. Laing

SURETY (SEAL)

Allegheny Casualty Comapny

[Signature]
ATTORNEY-IN-FACT (SEAL)
Susan Bulman-Ditchkus

APPROVED BY THE COUNTY ATTORNEY

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

ACKNOWLEDGEMENT FOR PRINCIPAL

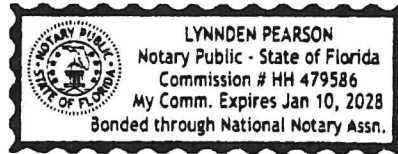
ACKNOWLEDGEMENT FOR PRINCIPAL, IF A LIMITED LIABILITY COMPANY

STATE OF Florida,
COUNTY OF Hillsborough,

ON THE 7th DAY OF June, 2024, BEFORE ME PERSONALLY
APPEARED Michael BednarSKI TO ME KNOWN AND KNOWN TO ME TO BE
THE 7th OF June, A LIMITED LIABILITY
COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED
OF SAID LIMITED LIABILITY COMPANY.

Lynnden Pearson

Notary Public



ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT

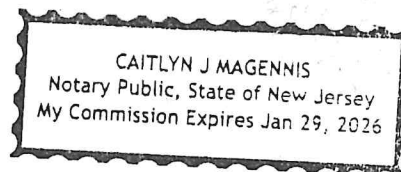
Acknowledgement by Surety

STATE OF NJ

COUNTY OF Morris

On this 5th day of June , 2024 before me personally came Susan Bulman-Ditchkus who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Allegheny Casualty Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.

Caityln J Magennis
NOTARY PUBLIC





One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Susan Bulman-Ditchkus, Lourdes Scheel, Daryl LaForge, John P. Hyland, Thomas J. Henn, Robert F. Laing, Michael D. Lapre, Phillip Simons, Esteban Flores, Rosita Friedik, Belinda Johnson, Michelle Eldridge, Michael Simons, J.C. Shively, Randi Foran, Renee A. Manny, Jennifer S. Vanat, Kevin J. Garrity, Casey W. LaChapelle, Maddalena Bucciero, Thomas R. Tyrrell, Christopher Terzian, David W. Cooper, Mark C. Nickel, Ihab Loubieh, Lisa Betancur, Caitlyn Magennis, Donna M. Borja, Maria D. Rufino

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said ALLEGHENY CASUALTY 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 offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, ALLEGHENY CASUALTY COMPANY has executed and attested these presents on this 31st day of December 2021



STATE OF NEW JERSEY
County of Essex

Robert Kersnick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A. Aleman, a Notary Public of New Jersey
My Commission Expires October 18, 2024

CERTIFICATION

I, the undersigned officer of ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 5th day of June, 2024

James Portman, Secretary

ALLEGHENY CASUALTY COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
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Bonds (Amortized Value)	\$31,886,381
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Commissions Payable, Contingent Commissions & Other Similar Charges	107
Other Expenses (Excluding Taxes, Licenses and Fees)	118,536
Taxes, Licenses & Fees (Excluding Federal Income Tax)	179,400
Current Federal & Foreign Income taxes	0
Unearned Premiums	3,072,743
Ceded Reinsurance Premiums Payable	403,000
Amounts Withheld by Company for Account of Others	19,158,348
Payable to Parent, Subsidiaries and Affiliates	0
Other Liabilities	<u>289,491</u>
TOTAL LIABILITIES	<u>\$24,629,417</u>
Common Capital Stock	\$1,500,000
Preferred Capital Stock	3,200,000
Gross Paid-in & Contributed Surplus	1,669,529
Unassigned Funds (Surplus)	28,237,342
Less Treasury Stock at Cost	<u>3,200,000</u>
Surplus as Regards Policyholders	<u>\$31,406,871</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$56,036,288</u>

I, John M Mruk, Treasurer of ALLEGHENY CASUALTY COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2023, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

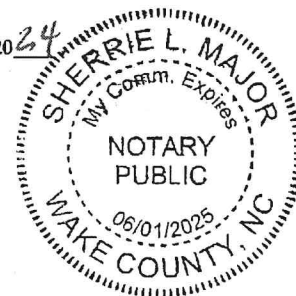


IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 20th day of March, 2024.
 ALLEGHENY CASUALTY COMPANY

John M. Mruk

SIGNED AND SWORN to before me on this 21st day of March, 2024

Sherrie L. Major
 NOTARY PUBLIC, STATE OF NC 03/11/2025



Lot Corner Placement Cost Estimate

Montague Townhomes PI 5885



**FLORIDA DESIGN
CONSULTANTS, INC.**
— THINK. TACH. EST. —

Item	Quantity	Unit	Unit Price	Total
PCPs	1	LS	\$ 3,490.00	\$ 3,141.00
Lot Corners	1	LS	\$ 4,710.00	\$ 4,710.00
				\$ 7,851.00

MONTAGUE TOWNHOMES

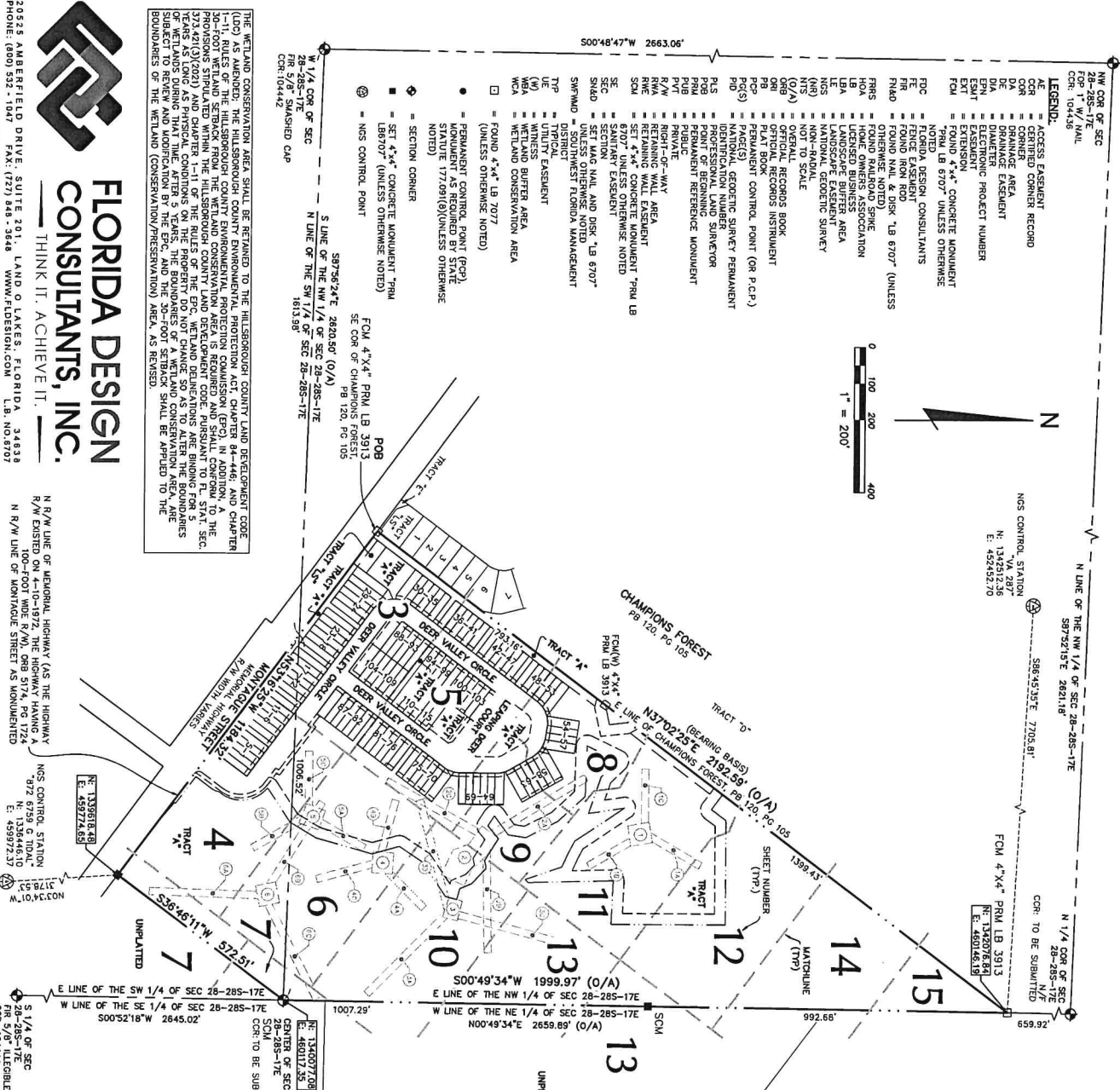
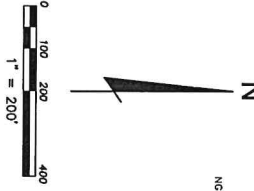
A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

NW COR. OF SEC 28
 TOP 1/4 W/4 SEC 28-28S-17E
 CR: 104436

N 1/4 COR. OF SEC 28-28S-17E
 587'21.18" E 283.118"

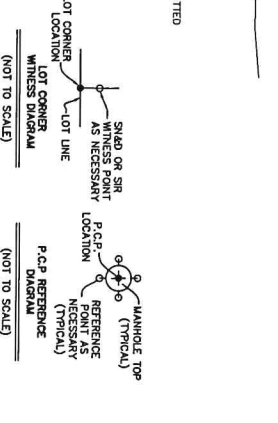
N 1/4 COR. OF SEC 28-28S-17E
 CR: TO BE SUBMITTED

LEGGEND:
 AE ACCESS EASEMENT
 CR CERTIFIED CORNER RECORD
 DA DRAINAGE AREA
 DE DRAINAGE EASEMENT
 DMP DRAINAGE PROJECT NUMBER
 ESM EASEMENT
 EXT EXTENSION
 FCM FOUND 4"x4" CONCRETE MONUMENT
 FCM FOUND 6"Ø UNLESS OTHERWISE NOTED
 FDC FLORIDA DESIGN CONSULTANTS
 FIR FOUND IRON ROD
 FNA FOUND NAIL & DISK "18 6707" (UNLESS OTHERWISE NOTED)
 FRS FOUND RECORDS INSTRUMENT
 HOA HOME OWNERS ASSOCIATION
 LB LICENSED BUSINESS AREA
 LBN LANDSCAPE BUFFER AREA
 LNS LANDSCAPE BUFFER AREA
 NGS NATIONAL GEODETIC SURVEY
 (N/R) NON-RADIAL
 (O/A) OVERALL SCALE
 ORB OFFICIAL RECORDS BOOK
 ORR OFFICIAL RECORDS INSTRUMENT
 P/CP PERMANENT CONTROL POINT (OR P.C.P.)
 P/CS PAGES)
 PLS NATIONAL GEODETIC SURVEY PERMANENT PROFESSIONAL LAND SURVEYOR
 POB POINT OF BEGINNING
 PUB PUBLIC
 PVT PRIVATE
 R/W RIGHT-OF-WAY
 R/W WAL WALL AREA
 R/W RETAINING WALL EASEMENT
 SCM SET 4"x4" CONCRETE MONUMENT "TRM LB 6707" UNLESS OTHERWISE NOTED
 SE SECTION
 SEAD SET MAG NAIL AND DISK "18 6707" UNLESS OTHERWISE NOTED
 SWPMD SWAMP DISTRICT MANAGEMENT DISTRICT
 TYP TYPICAL
 WA WETLAND ASSESSMENT
 (W) WITNESS
 WBA WETLAND BUFFER AREA
 WCA WETLAND CONSERVATION AREA
 (U) FOUND 4"x4" LB 7017 (UNLESS OTHERWISE NOTED)
 PERMANENT CONTROL POINT (PCP)
 MONUMENT AS REQUIRED BY STATE STATUTE 177.091(9)(UNLESS OTHERWISE NOTED)
 = SECTION CORNER
 SET 4"x4" CONCRETE MONUMENT "TRM LB 6707" (UNLESS OTHERWISE NOTED)
 = NOS CONTROL POINT



- TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION:**
 AS DESCRIBED, ORDINANCE INSTRUMENT: 2022330398
 (ENCLOSED AT "S" SHEET HEREIN)
- | | |
|----|---|
| 1 | US-FL-5039 TOWER PARCEL |
| 1A | US-FL-5039 NON-EXCLUSIVE GUY EASEMENT "A" |
| 1B | US-FL-5039 NON-EXCLUSIVE GUY EASEMENT "B" |
| 1C | US-FL-5039 NON-EXCLUSIVE GUY EASEMENT "C" |
| 2 | US-FL-5050 TOWER PARCEL |
| 2A | US-FL-5050 NON-EXCLUSIVE GUY EASEMENT "A" |
| 2B | US-FL-5050 NON-EXCLUSIVE GUY EASEMENT "B" |
| 2C | US-FL-5050 NON-EXCLUSIVE GUY EASEMENT "C" |
| 3 | US-FL-5048 TOWER PARCEL |
| 3A | US-FL-5048 NON-EXCLUSIVE GUY EASEMENT "A" |
| 3B | US-FL-5048 NON-EXCLUSIVE GUY EASEMENT "B" |
| 3C | US-FL-5048 NON-EXCLUSIVE GUY EASEMENT "C" |
| 4 | US-FL-5047 TOWER PARCEL |
| 4A | US-FL-5047 NON-EXCLUSIVE GUY EASEMENT "A" |
| 4B | US-FL-5047 NON-EXCLUSIVE GUY EASEMENT "B" |
| 4C | US-FL-5047 NON-EXCLUSIVE GUY EASEMENT "C" |
| 5 | US-FL-5051 TOWER PARCEL |
| 5A | US-FL-5051 NON-EXCLUSIVE GUY EASEMENT "A" |
| 5B | US-FL-5051 NON-EXCLUSIVE GUY EASEMENT "B" |
| 5C | US-FL-5051 NON-EXCLUSIVE GUY EASEMENT "C" |
| 6 | US-FL-5049 TOWER PARCEL |
| 6A | US-FL-5049 NON-EXCLUSIVE GUY EASEMENT "A" |
| 6B | US-FL-5049 NON-EXCLUSIVE GUY EASEMENT "B" |
| 6C | US-FL-5049 NON-EXCLUSIVE GUY EASEMENT "C" |

TRACT	TRACT DESIGNATION TABLE
A	PRIVATE INGRESS/EGRESS EASEMENT ACCESS AREA; UTILITY EASEMENT; DRAINAGE EASEMENT; WETLAND CONSERVATION AREA; WETLAND BUFFER AREA; WETLAND ASSESSMENT; NEIGHBORHOOD PARK; MAIL; TRAIL; EMERGENCY ACCESS EASEMENT
LS	LOT STATION (PRIVATE); UTILITY EASEMENT; EMERGENCY ACCESS EASEMENT; LANDSCAPE AREA



THE WETLAND CONSERVATION AREA SHALL BE RETURNED TO THE HILLSBOROUGH COUNTY LAND DEVELOPMENT DEPT. (LD) AS AMENDED; THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT CHAPTER 64-466; AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A PREVIOUS RECORD SETBACK FROM THE WETLAND CONSERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE 373.42(1)(3)(2021) AND CHAPTER 1-11 OF THE RULES OF THE EPC. WETLAND DEMONSTRATIONS ARE BINDING FOR 71 SEASONS AS LONG AS PHYSICAL CONDITIONS ON THE PROPERTY DO NOT CHANGE SO AS TO ALTER THE BOUNDARIES OF THE WETLAND CONSERVATION AREA. THE BOUNDARIES OF A WETLAND CONSERVATION AREA ARE SUBJECT TO REVISION AND MODIFICATION BY THE LAND AND WATER MANAGEMENT DISTRICT. THE BOUNDARIES OF THE WETLAND CONSERVATION/PRESERVATION AREA SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION/PRESERVATION AREA AS REVISED.

20525 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638
 PHONE: (800) 532-1047 FAX: (727) 848-3648 WWW.FLORIDADCS.COM L.B. NO.8707
 THINK IT. ACHIEVE IT.
 OCTOBER 2023 - 2023-0070 (EPN 1239)

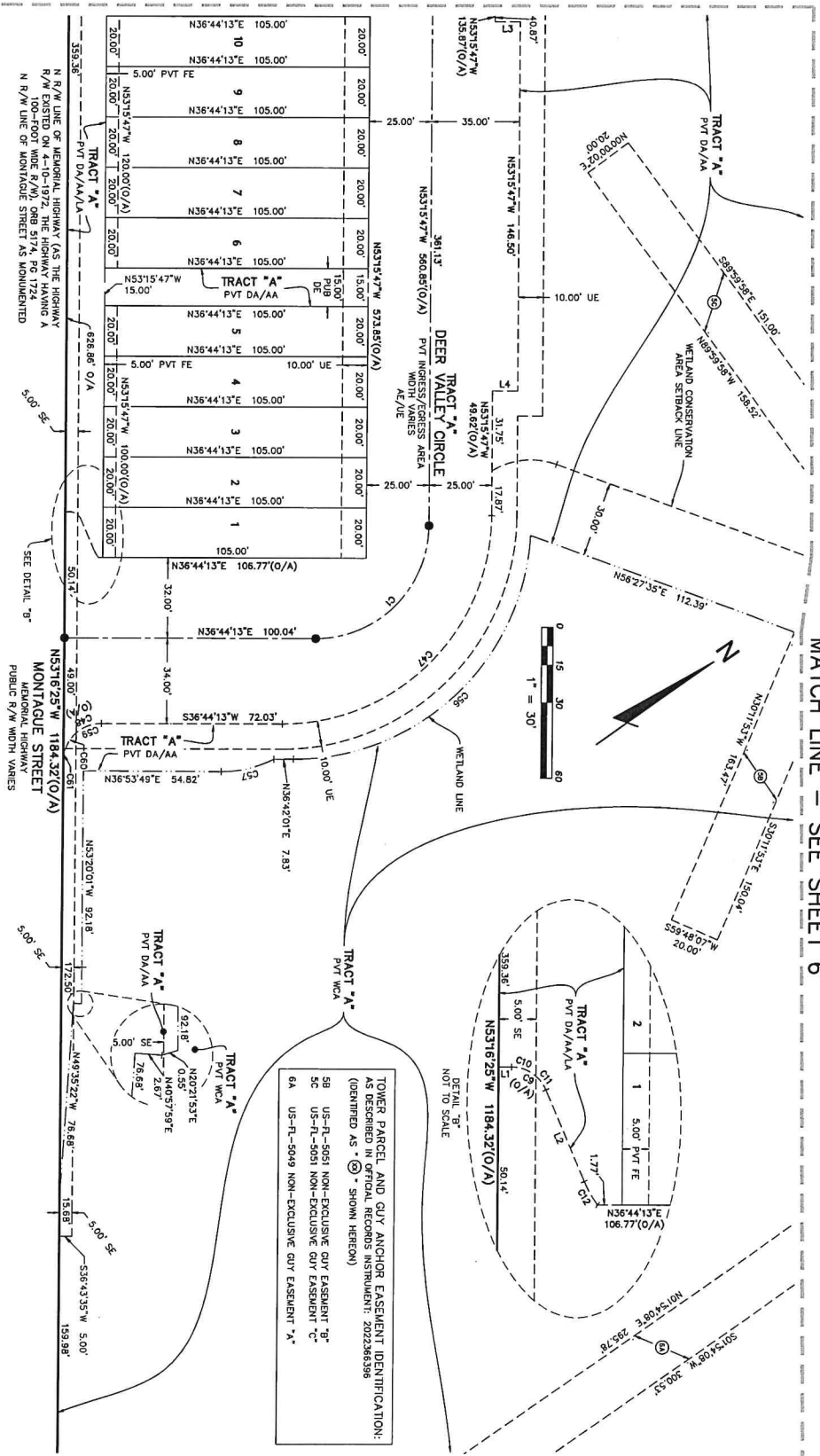
MONTAQUE TOWNHOMES

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

MATCH LINE - SEE SHEET 6

PLAT BOOK _____ PAGE _____

MATCH LINE - SEE SHEET 3



MATCH LINE - SEE SHEET 7

- LEGEND:**
- AA = ACCESS EASEMENT
 - AC = ACCESS CORNER RECORD
 - DA = DRAINAGE AREA
 - DE = DRAINAGE EASEMENT
 - DI = DIAMETER
 - DR = DRAINAGE RECORD
 - EN = ELECTRONIC PROJECT NUMBER
 - EXT = EXTENSION
 - FCM = FOUND 4"x4" CONCRETE MONUMENT "TRM LB 6707"
 - FG = FOUND 6" DIA. DISK
 - FR = FOUND IRON ROD
 - FRK = FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED)
 - HOA = HOME OWNERS ASSOCIATION
 - LA = LANDSCAPE AREA
 - LE = LANDSCAPE EASEMENT
 - LEA = LANDSCAPE SURVEY AREA
 - LEB = LANDSCAPE EASEMENT
 - LEK = LANDSCAPE SURVEY EASEMENT
 - LEL = LANDSCAPE EASEMENT
 - LEM = LANDSCAPE MONUMENT
 - LEO = LANDSCAPE OVERLAP
 - LEP = LANDSCAPE POINT
 - LEQ = LANDSCAPE QUANTITY
 - LES = LANDSCAPE SURVEY
 - LEU = LANDSCAPE UTILITY
 - LEV = LANDSCAPE VALVE
 - LES = LANDSCAPE SURVEY
 - LEW = LANDSCAPE WALL
 - LEZ = LANDSCAPE ZONE
 - LEA = LANDSCAPE AREA
 - LEB = LANDSCAPE EASEMENT
 - LEK = LANDSCAPE SURVEY AREA
 - LEL = LANDSCAPE EASEMENT
 - LEM = LANDSCAPE MONUMENT
 - LEO = LANDSCAPE OVERLAP
 - LEP = LANDSCAPE POINT
 - LEQ = LANDSCAPE QUANTITY
 - LES = LANDSCAPE SURVEY
 - LEU = LANDSCAPE UTILITY
 - LEV = LANDSCAPE VALVE
 - LEW = LANDSCAPE WALL
 - LEZ = LANDSCAPE ZONE

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD BEARING	DELTA	
C1	45.00'	70.69'	63.64'	N0815.47°W	090.00°00'
C9	5.00'	5.83'	5.90'	S7006.34°W	066.45°59"
C10	5.00'	3.57'	3.49'	N5709.54°E	040.92°38"
C11	5.00'	2.86'	2.24'	S8827.07°E	023.53°21"
C12	15.00'	3.57'	3.56'	S8319.13°E	013.77°32"
C47	83.00'	130.38'	117.38'	N0815.47°W	090.00°00'
C48	15.00'	23.57'	21.22'	S0816.16°E	090.00°58"
C56	94.18'	142.91'	128.58'	N0816.12°W	086.56°27"
C57	45.76'	21.72'	21.52'	N2317.51°E	027.11°57"
C59	15.00'	10.94'	10.70'	S15.50°19'W	041.47°47"
C60	15.00'	7.52'	7.44'	S19.25°33'E	028.43°57"
C61	15.00'	5.10'	5.08'	S43.32°08'E	019.29°14"

29555 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638
 PHONE: (888) 592-1049 FAX: (727) 848-3948 WWW.FLORIDACONSULTANTS.COM L.B. NO.6707
 OCTOBER 2023 - 2023-0070 (EPN 1239)



FLORIDA DESIGN CONSULTANTS, INC.
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SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE
 MONTAQUE TOWNHOMES SHEET 4 OF 15

MONTAGUE TOWNHOMES

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

PLAT BOOK _____ PAGE _____

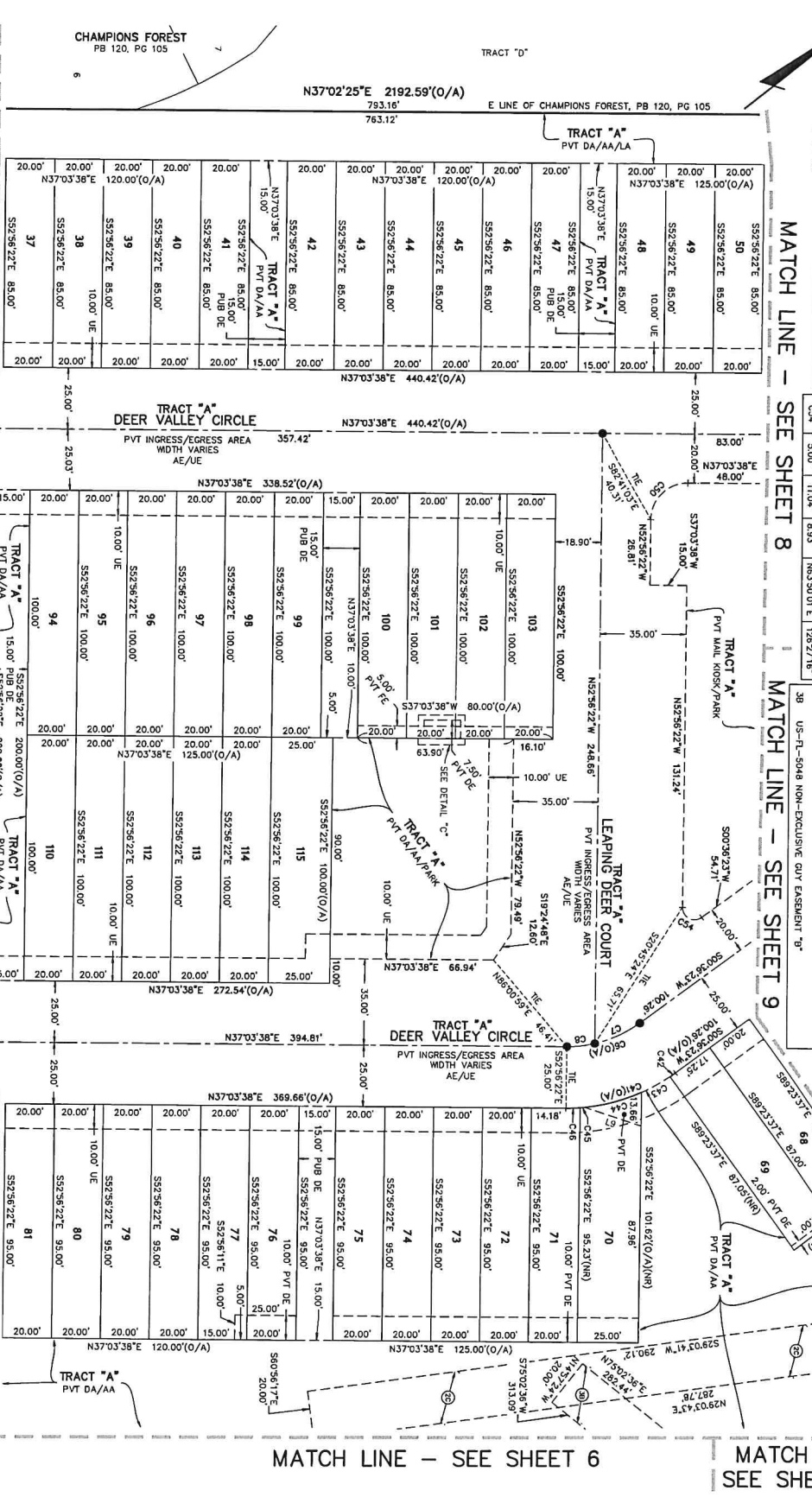
LINE TABLE

LINE	BEARING	LENGTH
L9	S54°50'29"W	24.33'
C54	S.00°	5.00'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C50	15.00'	23.56'	21.21'	S07°56'22"E	090°00'00"
C51	5.00'	11.04'	8.93'	N83°50'01"E	126°27'16"

TOWER PARCEL AND CUY ANCHOR EASEMENT IDENTIFICATION:
 AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT: 2022286839
 (EXEMPTED AS - (C) - SHOWN HEREON)
 2C US-R-5948 NON-EXCLUSIVE CUY EASEMENT "C"
 2B US-R-5948 NON-EXCLUSIVE CUY EASEMENT "B"



LEGEND: [SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE]

AA - ACCESS AREA
 AE - ACCESS EASEMENT
 CR - CORNER
 DA - DRAINAGE AREA
 DIA - DRAINAGE EASEMENT
 DM - DRAINAGE MONUMENT
 EM - ELECTRONIC PROJECT NUMBER
 EN - EASEMENT
 EXT - EXTENSION

FCM - FOUND 4"x4" CONCRETE MONUMENT FROM LB
 FPC - 6707' UNLESS OTHERWISE NOTED
 FER - FENCED EASEMENT
 FIR - FOUND IRON ROD
 FN40 - FOUND NAIL AND DISK "LA 6707" (UNLESS OTHERWISE NOTED)
 HOA - HOME OWNERS ASSOCIATION

LA - LANDSCAPE AREA
 LBA - LANDSCAPE BUFFER AREA
 LLS - LANDSCAPE STRIP
 LNS - NATIONAL GEODETIC SURVEY
 (N) - NOT TO SCALE
 (N/A) - NOT APPLICABLE
 (NR) - NATIONAL RECORDS INSTRUMENT
 (O) - OFFICIAL RECORDS INSTRUMENT
 (P) - PRELIMINARY CONTROL POINT (OR P.C.C.)
 (P) - PERMANENT CONTROL POINT PERMANENT
 (P) - PROFESSIONAL LAND SURVEYOR
 (P) - POINT OF BEGINNING
 (P) - PRIVATE
 (R) - RIGHT-OF-WAY
 (R) - RETAINING WALL AREA

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C6	50.00'	31.81'	31.28'	N18°50'01"E	026°27'16"
C7	50.00'	20.22'	20.08'	S121°13'11"W	023°01'17"
C8	50.00'	11.59'	11.57'	S30°25'09"W	013°16'59"
C9	75.00'	47.22'	46.92'	N18°50'01"E	026°27'16"
C10	75.00'	2.75'	2.75'	S01°59'28"W	002°06'07"
C11	75.00'	13.21'	13.19'	S30°25'09"W	010°05'32"
C12	75.00'	24.10'	23.99'	S22°00'12"W	018°24'21"
C13	75.00'	1.84'	1.84'	S31°54'35"W	007°24'24"
C14	75.00'	5.82'	5.82'	S34°50'13"W	004°26'52"

FLORIDA DESIGN CONSULTANTS, INC.

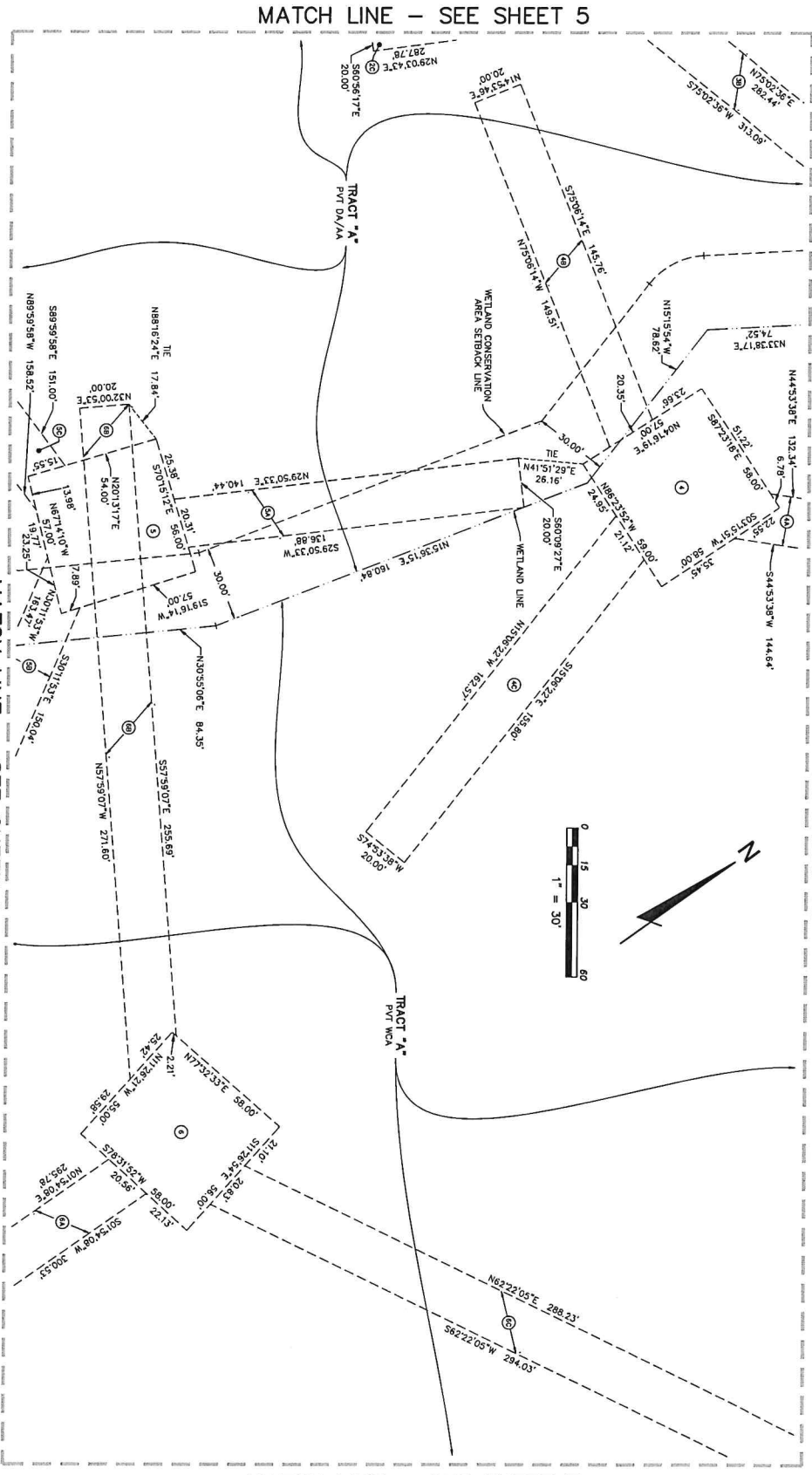
— THINK IT. ACHIEVE IT. —

20525 AMBERFIELD DRIVE, SUITE 201, LAKELAND, FLORIDA 34613
 PHONE: (800) 592-1044 FAX: (823) 948-9348 WWW.FDCON.COM L.B. NO.6707
 OCTOBER 2023 - 2023-0070 (EN 1239)

MONTAGUE TOWNHOMES
 SHEET 5 OF 15

MONTAGUE TOWNHOMES

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA



LEGEND:

- | | | | | | |
|----|---------------------------|------|--|-----|--|
| AA | ACCESS AREA | FR | FOUND IRON ROD | ORI | OFFICIAL RECORDS INSTRUMENT |
| CB | CERTIFIED CORNER RECORD | FRAD | FOUND NAIL & DISK 1/8 6707" (UNLESS NOTED) | PB | PLAT BOOK |
| CD | CORNER AREA | FRMS | FOUND RAILROAD SPIKE | PCP | PERMANENT CONTROL POINT (OR P.C.P.) |
| DA | DRAINAGE AREA | HOA | HOME OWNERS ASSOCIATION | PCS | PLAT CONTROL SURVEY PERMANENT IDENTIFICATION NUMBER |
| DB | DIVIDER | LA | LANDSCAPE BUFFER AREA | P | PERMANENT CONTROL POINT (OR P.C.P.) MONUMENT AS REQUIRED BY STATE STATUTE 177.091(9)(UNLESS OTHERWISE NOTED) |
| DI | ELECTRONIC PROJECT NUMBER | LE | LANDSCAPE EXISTENT SURVEY | Q | SECTION CORNER |
| DI | EXTENSION | LS | LANDSCAPE SETBACK SURVEY | R | SET 4"x4" CONCRETE MONUMENT 79MM LB 6707" (UNLESS OTHERWISE NOTED) |
| DI | EXTENSION | MS | NON-RADIAL | S | SECTION CONTROL POINT |
| DI | EXTENSION | NTS | NOT TO SCALE | | |
| DI | EXTENSION | O/A | OVERALL RECORDS BOOK | | |
| DI | EXTENSION | OSB | OVERALL RECORDS BOOK | | |
| DI | EXTENSION | | | | |



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20325 AMBERFIELD DRIVE, SUITE 201, LAND O LAKES, FLORIDA 34639
PHONE: (888) 592-1047 FAX: (727) 948-3448 WWW.FLDESIGN.COM L.B. NO.6707
OCTOBER 2023 - 2023-0070 (EPN 1239)

TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION:
AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT: 2022868396 (IDENTIFIED AS "A" - SHOWN HEREON)

2C	US-FL-5050 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'C'
3B	US-FL-5048 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'B'
4A	US-FL-5047 TOWER PARCEL
4B	US-FL-5047 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'B'
4C	US-FL-5047 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'C'
5A	US-FL-5051 TOWER PARCEL
5B	US-FL-5051 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'B'
5C	US-FL-5051 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'C'
6A	US-FL-5049 TOWER PARCEL
6B	US-FL-5049 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'B'
6C	US-FL-5049 NON-EXCLUSIVE GUY ANCHOR EASEMENT 'C'

MONTAGUE TOWNHOMES

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

LEGEND:

- AA = ACCESS AREA
- AE = ACCESS EASEMENT
- ACR = ACCESS CONTROL RECORD
- CCR = CORNER
- DA = DRAINAGE AREA
- DE = DRAINAGE EASEMENT
- DM = DRAINAGE MONUMENT
- EPA = ELECTRONIC PROJECT NUMBER
- ESMT = EASEMENT
- FCM = FOUND 4"x4" CONCRETE MONUMENT TYPICAL LB 6707 UNLESS OTHERWISE NOTED
- FDG = FLORIDA DESIGN CONSULTANTS
- FR = FOUND IRON ROD
- FRAD = FOUND MAIL & DISK '18 8707' (UNLESS OTHERWISE NOTED)
- FRS = FOUND REINFORCED SURVEY
- HOA = HOME OWNERS ASSOCIATION
- LA = LANDSCAPE AREA
- LAB = LANDSCAPE EASEMENT
- LE = LANDSCAPE EASEMENT
- MS = NATIONAL GEODETIC SURVEY
- NIS = NOT TO SCALE
- O/A = OVERALL
- ORR = OFFICIAL RECORDS BOOK
- OSI = OFFICIAL SURVEY INSTRUMENT
- PCP = PERMANENT CONTROL POINT (OR P.C.P.)
- PB = PLAT BOOK
- PGS = PAGE(S)
- PLS = PLAT(S)
- PLN = PROFESSIONAL LAND SURVEYOR IDENTIFICATION NUMBER
- PUB = PUBLIC
- PV = PRIVATE
- PVW = PRIVATE-WAY
- RMA = RETAINING WALL AREA
- RME = RETAINING WALL EASEMENT
- SCM = SET 4"x4" CONCRETE MONUMENT TYPICAL LB 8707 UNLESS OTHERWISE NOTED
- SE = SANITARY EASEMENT
- SEC = SECTION
- SEK = SECTION MARK AND DISK '18 8707' UNLESS OTHERWISE NOTED
- SPWMD = SOUTHWEST FLORIDA MANAGEMENT DISTRICT
- UP = UTILITY
- UP = UTILITY EASEMENT
- UP = UTILITY
- W3 = WITNESS
- W4 = WITNESS
- WCA = WETLAND CONSERVATION AREA
- = FOUND 4"x4" LB 7077 (UNLESS OTHERWISE NOTED)
- = PERMANENT CONTROL POINT (PCP), MONUMENT AS REQUIRED BY STATE STATUTE 177.091(6)(UNLESS OTHERWISE NOTED)
- ◆ = SECTION CORNER
- = SET 4"x4" CONCRETE MONUMENT TYPICAL LB 8707 (UNLESS OTHERWISE NOTED)
- ⊙ = NOS CONTROL POINT

TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION:
 AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT: 20222565386
 (IDENTIFIED AS * (⊙) * SHOWN HEREIN)
 6A US-FL-5049 NON-EXCLUSIVE GUY EASEMENT *A*
 6C US-FL-5049 NON-EXCLUSIVE GUY EASEMENT *C*

SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE



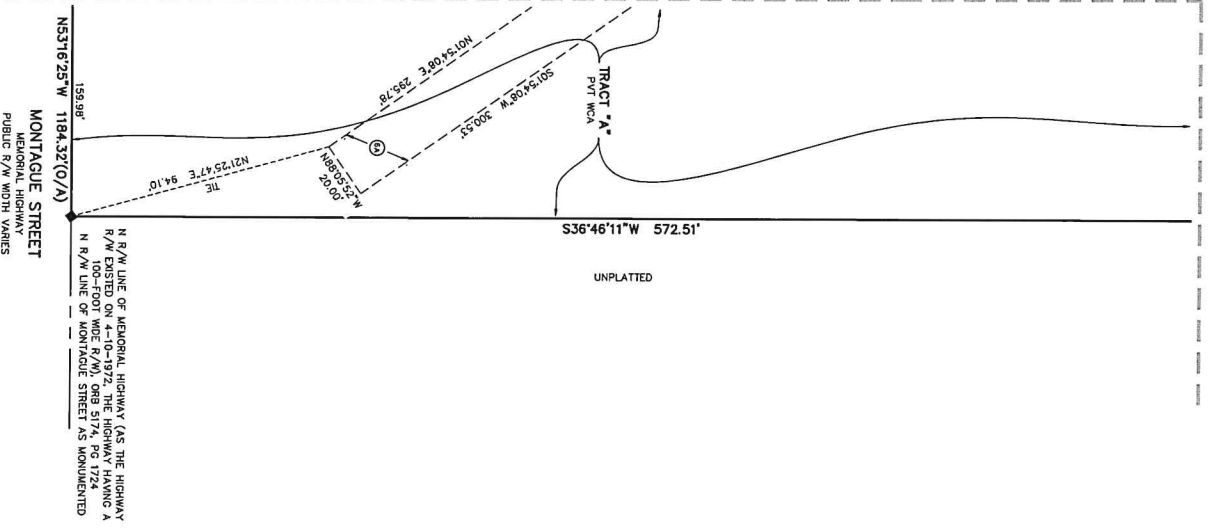
FLORIDA DESIGN CONSULTANTS, INC.
 THINK IT. ACHIEVE IT.

20525 AMBERFIELD DRIVE, SUITE 201, LAND O' LAKES, FLORIDA 34638
 PHONE: (888) 592-1049 FAX: (727) 948-3948 WWW.FLDESIGN.COM L.B. NO. 8707
 OCTOBER 2023 - 2023-0070 (EPN 1239)

MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 4

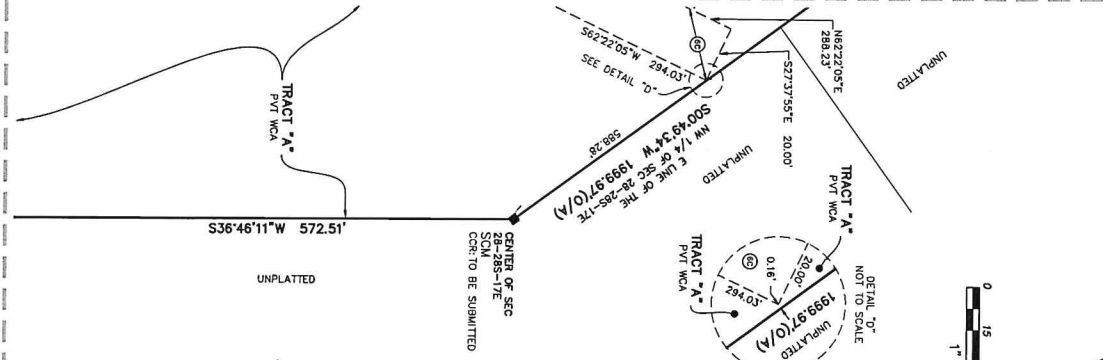
MATCH LINE - "A"



MATCH LINE - SEE SHEET 10

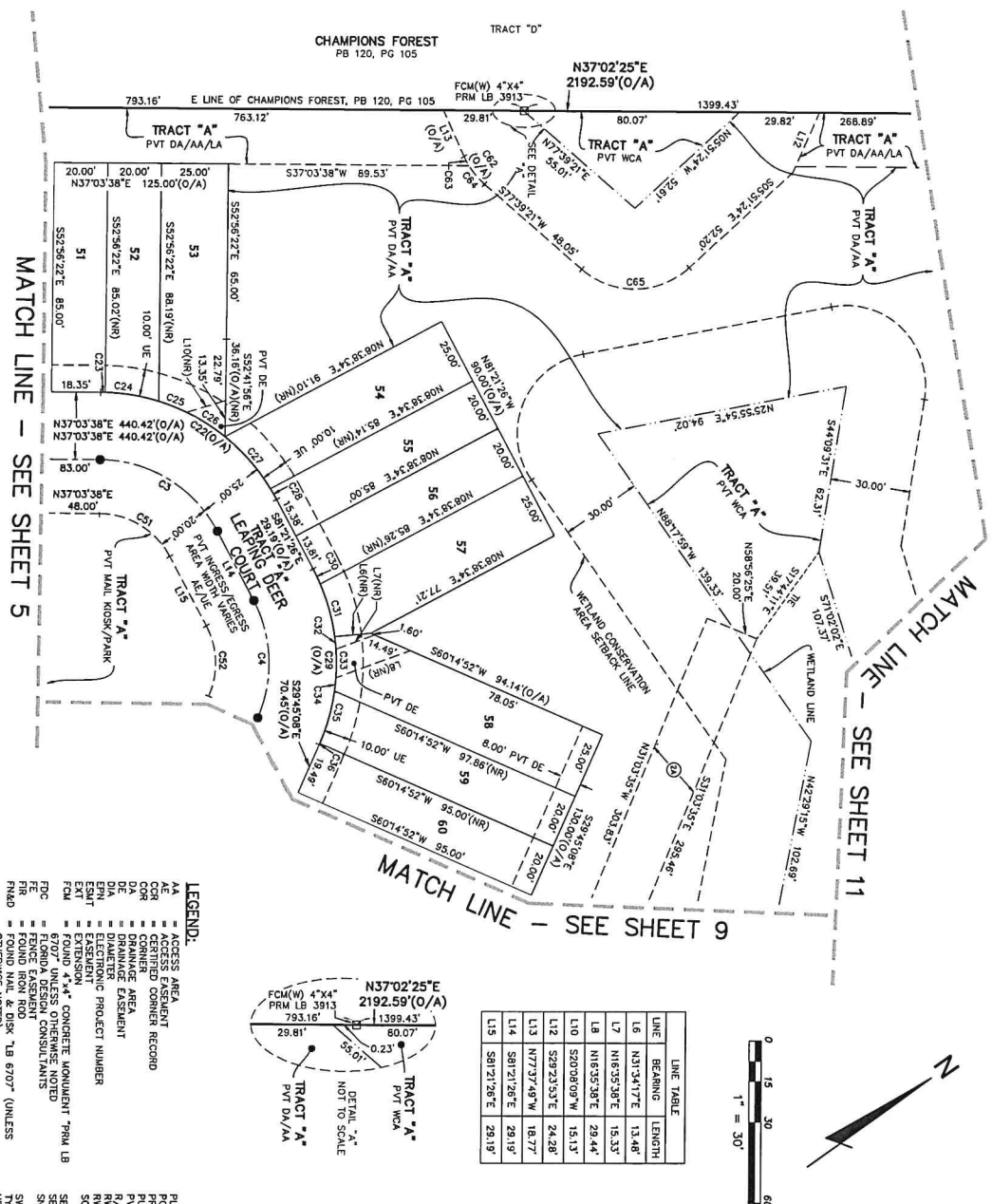
MATCH LINE - SEE SHEET 6

MATCH LINE - "A"



MONTAGUE TOWNHOMES

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

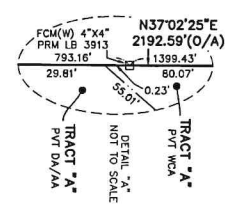


LINE TABLE

LINE	BEARING	LENGTH
L6	N31°34'17"E	13.48'
L7	N18°35'38"E	15.33'
L8	N18°35'38"E	29.44'
L9	S20°28'09"W	15.13'
L12	S29°23'53"E	24.28'
L13	N77°37'49"W	18.77'
L14	S81°21'28"E	28.19'
L15	S81°21'28"E	28.19'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	50.00'	53.74'	51.19'	S87°51'06"W	0°13'45.9"
C4	50.00'	45.03'	43.53'	N53°31'17"W	0°13'46.18"
C22	75.00'	80.61'	76.73'	S87°51'06"W	0°13'45.53"
C24	75.00'	1.65'	1.65'	N37°41'32"E	0°19'46.6"
C25	75.00'	11.19'	11.18'	N88°06'50"E	0°03'32.44"
C26	75.00'	17.01'	16.97'	N68°52'37"E	0°12'59.28"
C27	75.00'	25.82'	25.70'	N85°14'36"E	0°14'34.68"
C28	75.00'	4.53'	4.63'	S83°07'28"E	0°03'32.04"
C29	75.00'	67.55'	68.29'	N65°31'7"W	0°13'46.18"
C30	75.00'	6.20'	6.19'	S78°52'27"E	0°04'34.98"
C31	75.00'	20.29'	20.23'	S68°52'30"E	0°12'59.57"
C32	75.00'	4.73'	4.73'	S59°19'09"E	0°03'36.45"
C33	75.00'	10.63'	10.64'	S53°26'44"E	0°03'08.04"
C34	75.00'	4.91'	4.91'	S47°30'09"E	0°03'45.07"
C35	75.00'	20.26'	20.20'	S37°30'09"E	0°12'58.52"
C36	75.00'	0.51'	0.51'	S28°56'55"E	0°00'23.35"
C51	30.00'	32.24'	30.71'	S67°51'06"W	0°13'45.53"
C52	30.00'	27.02'	26.12'	N65°31'7"W	0°13'46.18"
C53	30.00'	3.88'	3.87'	S81°19'55"E	0°07'24.12"
C54	30.00'	9.06'	9.03'	N86°18'40"E	0°17'18.36"
C55	30.00'	43.73'	38.96'	N33°53'58"E	0°05'30.44"



- LEGEND:**
- AE ACCESS AREA
 - AL ACCESS EASEMENT
 - CCR CERTIFIED CORNER RECORD
 - CON CORNER
 - DE DRAINAGE EASEMENT
 - DIA DIAMETER
 - DIV DIVISION
 - EXT EXTENSION
 - EXIST EXISTING
 - FOC FOUND "A" CONCRETE MONUMENT "PRM LB
 - FDC FLORIDA DESIGN CONSULTANTS
 - FE FENCE EASEMENT
 - FR FOUND IRON ROD
 - FRND FOUND
 - FRS FOUND RAILROAD SPIKE
 - HOA HOME OWNERS ASSOCIATION
 - LB LANDSCAPE BUFFER AREA
 - LSA LICENSED BUSINESS
 - LS LANDSCAPE BUFFER AREA
 - NS NATIONAL GEODETIC SURVEY
 - NSA NON-SUBSAL
 - NTS NOT TO SCALE
 - OR OFFICIAL RECORDS BOOK
 - ORR OFFICIAL RECORDS INSTRUMENT
 - PP PLAT BOOK
 - PC CONTROL POINT (ON P.C.P.)
 - PG(S) PAGE(S)
 - PI NATIONAL GEODETIC SURVEY PERMANENT IDENTIFICATION NUMBER
 - PLS PROFESSIONAL LAND SURVEYOR
 - PRM PERMANENT REFERENCE MONUMENT
 - PUB PUBLIC
 - R/W RIGHT-OF-WAY
 - R/WA RETURNING WALL EASEMENT
 - RME RETURNING WALL EASEMENT
 - SE SANITARY EASEMENT
 - SEC SECTION
 - SHAD SHADOW
 - SWFM(SD) SOUTHWEST FLORIDA MANAGEMENT DISTRICT
 - UE UTILITY EASEMENT
 - W/W WITNESS
 - WBA WETLAND BUFFER AREA
 - W/WB WITNESS
 - W/WC WETLAND CONSERVATION AREA
 - W/WD FOUND "A" LA 7077
 - W/WO FOUND "A" LA 7077
 - W/WO (UNLESS OTHERWISE NOTED)
 - W/WO PERMANENT CONTROL POINT (POP) MONUMENT AS REQUIRED BY STATE STATUTE 177.091(9)(UNLESS OTHERWISE NOTED)
 - W/WO SECTION CORNER
 - W/WO SET "A" CONCRETE MONUMENT "PRM LB 6707"
 - W/WO (UNLESS OTHERWISE NOTED)
 - W/WO NS CONTROL POINT

TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION: AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 202303838 (IDENTIFIED AS * @ - SHOWN HEREIN)

2A US-FL-5696 NON-EXCLUSIVE GUY EASEMENT "A"

SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE

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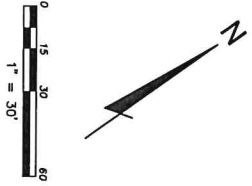
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OCTOBER 2023 - 2023--0070 (EPN 1239)

MONTAQUE TOWNHOMES

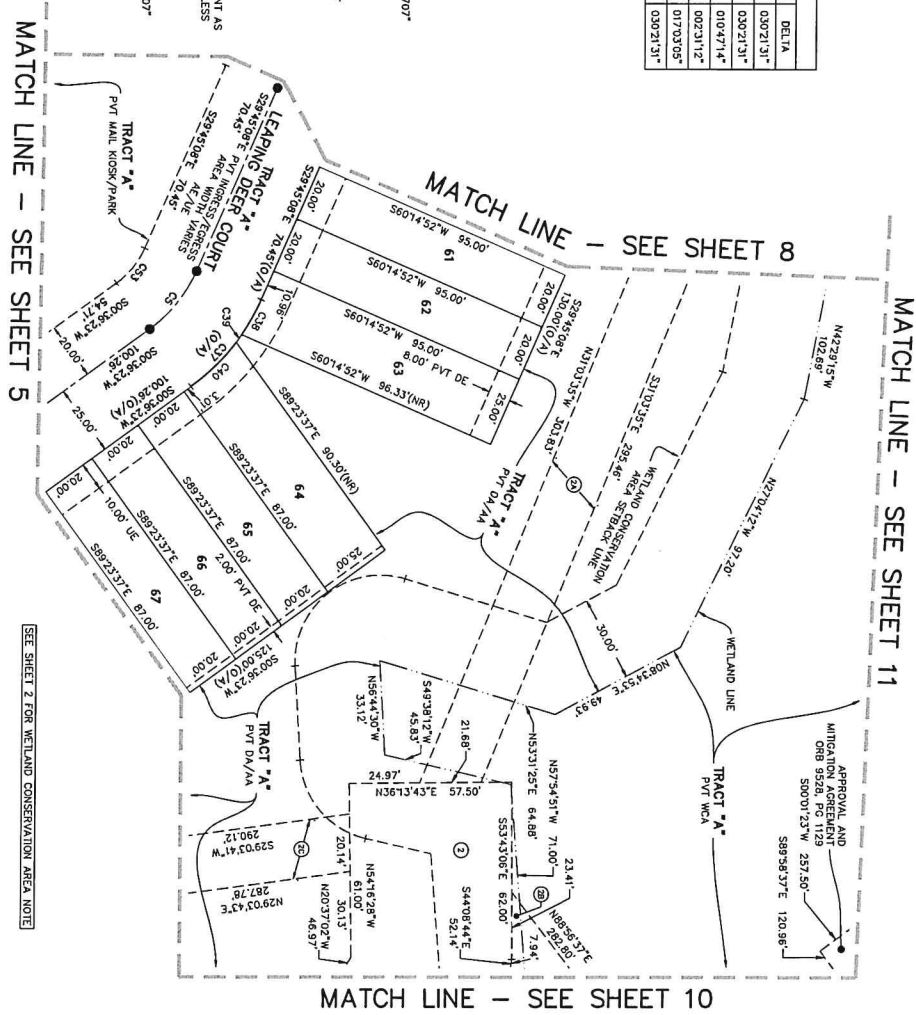
A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C3	50.00'	26.49'	26.18'	N14°34'23"W	0.30721°
C37	75.00'	39.74'	39.28'	N14°34'23"W	0.30721°
C38	75.00'	14.12'	14.10'	S27°21'31"E	0.04714°
C39	75.00'	3.30'	3.30'	S17°42'18"E	0.023112°
C40	75.00'	22.32'	22.24'	S07°55'10"E	0.1703705°
C53	30.00'	15.80'	15.71'	N14°34'23"W	0.30721°

LEGEND:

- | | | | |
|------|---|------|--|
| AA | ACCESS AREA | PLS | PROFESSIONAL LAND SURVEYOR |
| AE | ACCESS EASEMENT | POB | POINT OF BEGINNING |
| CR | CENTRIED CORNER RECORD | PRM | PERMANENT REFERENCE MONUMENT |
| DA | DRAINAGE AREA | PVT | PRIVATE |
| DB | DRAINAGE EASEMENT | R/W | RIGHT-OF-WAY |
| DE | DEED | RWA | RETAINING WALL AREA |
| EE | ELECTRONIC PROJECT NUMBER | SCM | SET 4"x4" CONCRETE MONUMENT TRM LB 6707 |
| EXT | EASEMENT | SEC | SECTION EASEMENT |
| EXN | EXTENSION | SEK | SET 4"x4" CONCRETE MONUMENT TRM LB 6707 |
| FAD | FOUND ANGLE & DISK "LB 6707" (UNLESS OTHERWISE NOTED) | SHAD | SET MAG NAIL AND DISK "LB 6707" UNLESS OTHERWISE NOTED |
| FBS | FOUND BENCHMARK | TIP | TYPICAL |
| FL | FLORIDA DESIGN CONSULTANTS | UE | UTILITY EASEMENT |
| FLA | FLORIDA DESIGN CONSULTANTS | WCA | WETLAND CONSERVATION AREA |
| FNAD | FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED) | WY | WITNESS BUOY |
| FNS | FOUND NAIL & DISK "LB 6707" (UNLESS OTHERWISE NOTED) | WZ | WETLAND CONSERVATION AREA |
| HSA | HOLD OVERS ASSOCIATION | | |
| LA | LANDSCAPE AREA | | |
| LE | LANDSCAPE BUSINESS AREA | | |
| LES | LANDSCAPE EASEMENT | | |
| NGS | NATIONAL GEODETIC SURVEY | | |
| NRN | NON-TOPOGRAPHIC | | |
| NVA | NON-TOPOGRAPHIC | | |
| O/A | OFFICIAL RECORDS INSTRUMENT | | |
| ORR | OFFICIAL RECORDS INSTRUMENT | | |
| PCP | PERMANENT CONTROL POINT (OR P.C.P.) | | |
| PCG | PERMANENT CONTROL POINT (OR P.C.P.) | | |
| PGS | PAGE(S) GEODETIC SURVEY PERMANENT IDENTIFICATION NUMBER | | |
| PID | PERMANENT IDENTIFICATION NUMBER | | |



TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION:
 AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT: 2022386398
 (DEFERRED AS Ⓢ - SHOWN HEREIN)

2 US-FL-5650 TOWER PARCEL
 2A US-FL-5650 NON-EXCLUSIVE GUY ANCHOR EASEMENT "A"
 2B US-FL-5650 NON-EXCLUSIVE GUY ANCHOR EASEMENT "B"
 2C US-FL-5650 NON-EXCLUSIVE GUY ANCHOR EASEMENT "C"



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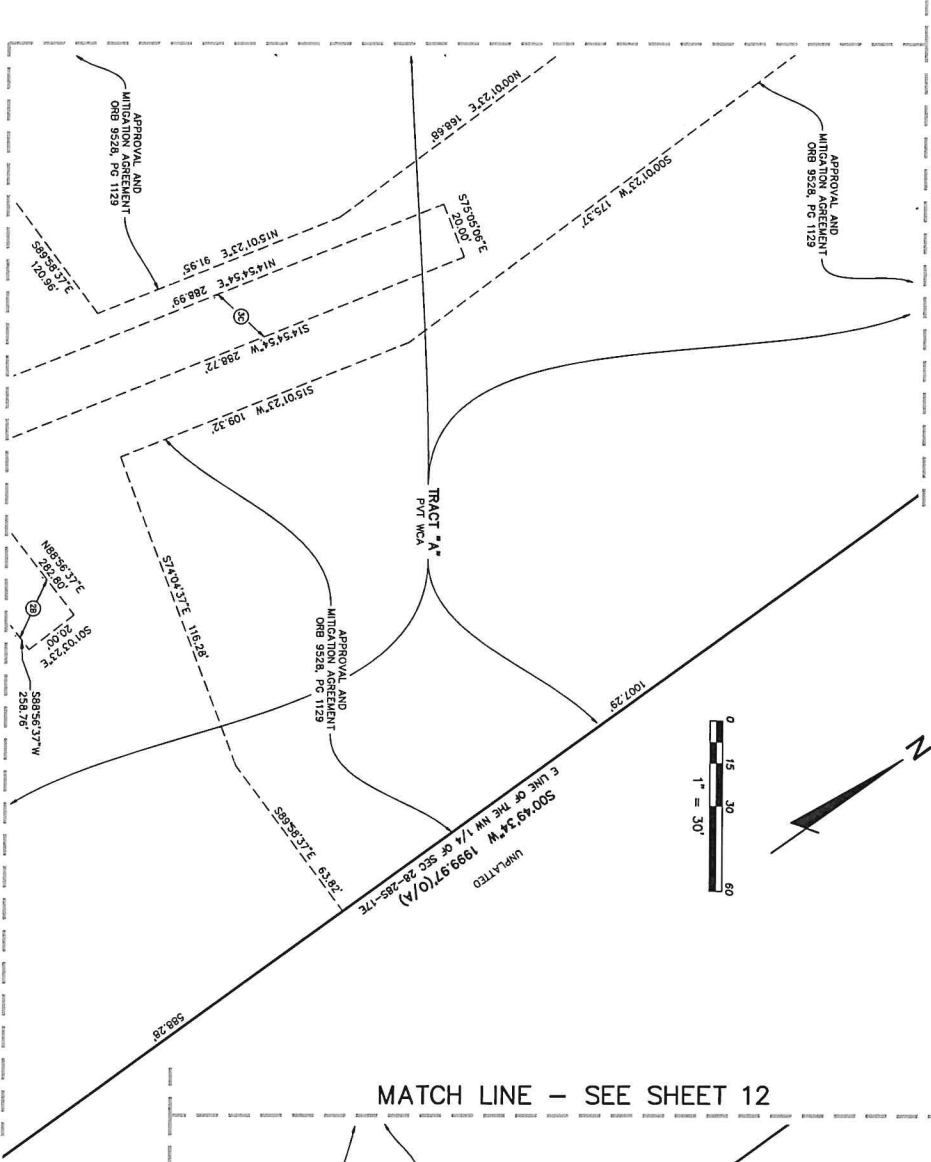
MONTAGUE TOWNHOMES

PLAT BOOK _____ PAGE _____

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

MATCH LINE - SEE SHEET 11

MATCH LINE - "B"



MATCH LINE - SEE SHEET 10

MATCH LINE - SEE SHEET 12

MATCH LINE - "B"

SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE

TOWER PARCEL AND GUY ANCHOR EASEMENT IDENTIFICATION:
AS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT: 2022368396
(IDENTIFIED AS "A" - SHOWN HEREIN)

- 28 US-R-5050 NON-EXCLUSIVE GUY EASEMENT "g"
- 3C US-R-5048 NON-EXCLUSIVE GUY EASEMENT "c"

LEGEND:

- AA = ACCESS AREA
- CBR = CONCRETE BUFFER
- CCR = CONCRETE RECORD
- COA = CORNER
- DA = DRAINAGE AREA
- DIA = DIAMETER
- EPN = ELECTRONIC PROJECT NUMBER
- ESM = EASEMENT
- ESM1 = EASEMENT
- ESM2 = EASEMENT
- ESM3 = EASEMENT
- ESM4 = EASEMENT
- ESM5 = EASEMENT
- ESM6 = EASEMENT
- ESM7 = EASEMENT
- ESM8 = EASEMENT
- ESM9 = EASEMENT
- ESM10 = EASEMENT
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- ESM97 = EASEMENT
- ESM98 = EASEMENT
- ESM99 = EASEMENT
- ESM100 = EASEMENT



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MONTAGUE TOWNHOMES
SHEET 13 OF 15

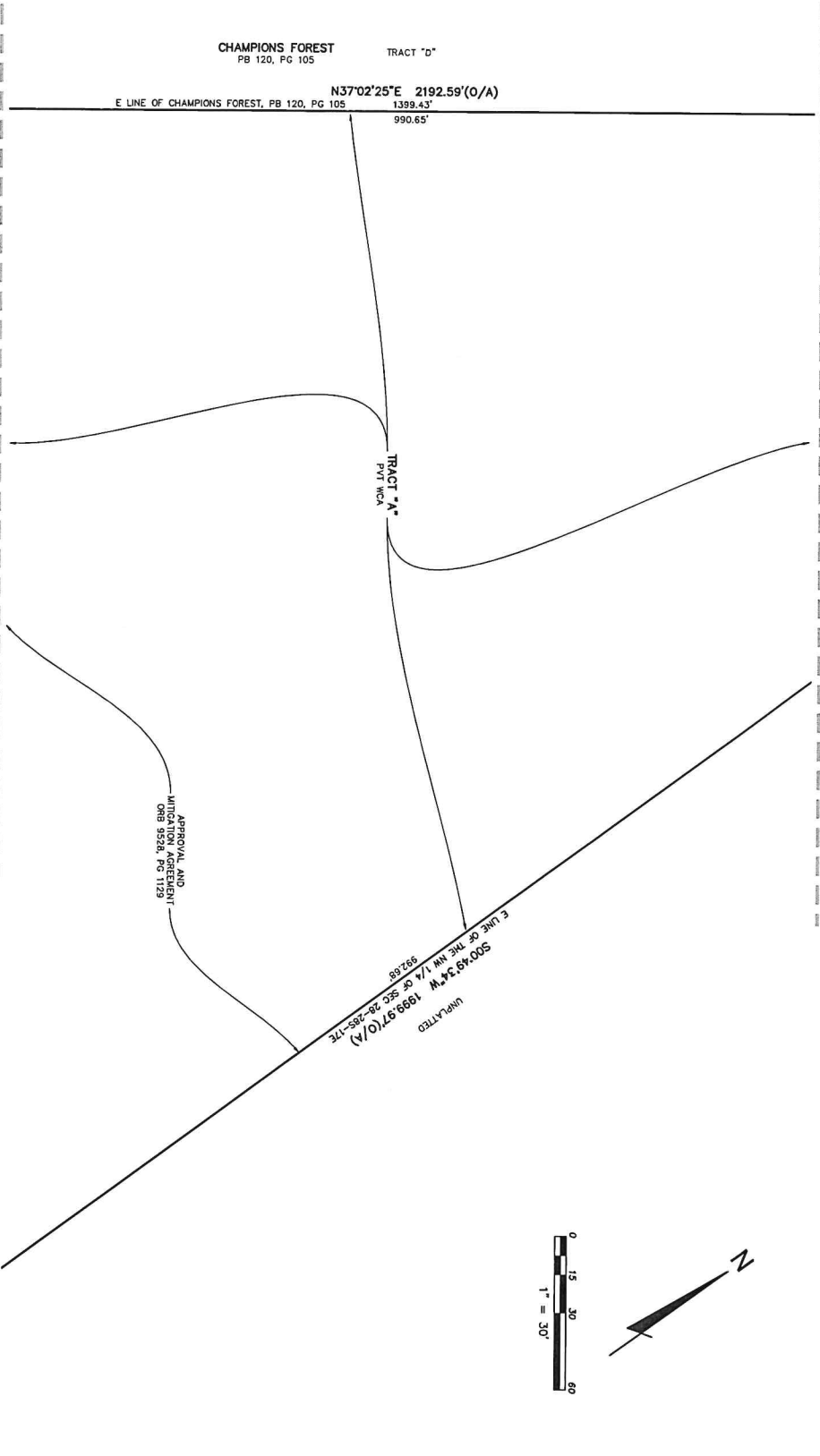
MONTAGUE TOWNHOMES

PLAT BOOK _____ PAGE _____

A SUBDIVISION OF LAND BEING A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, STATE OF FLORIDA

MATCH LINE - SEE SHEET 15

MATCH LINE - SEE SHEET 15



CHAMPIONS FOREST
PB 120, PG 105

N37°02'25"E 2192.59'(O/A)
1399.43'
E LINE OF CHAMPIONS FOREST, PB 120, PG 105
990.65'

TRACT "A"
PVT MCA

APPROVAL AND
MULTIPLICATION AGREEMENT
OHB 9528, PG 1129

UNPLATTED
S00°49'34"W 1999.97'(O/A)
592.68'
E LINE OF TBE NW 1/4 OF SEC 28, T28S-17E

MATCH LINE - SEE SHEET 12

SEE SHEET 2 FOR WETLAND CONSERVATION AREA NOTE

- | | | | |
|------|-----------------------------|-------|-------------------------------------|
| AA | ACCESS AREA | (NH) | NON-RADIAL |
| AE | EASEMENT | NTS | NOT TO SCALE |
| AR | ASBESTOS REMEDIATION RECORD | (O/A) | OVERALL |
| CC | CORNER | OR | OFFICIAL RECORDS BOOK |
| CD | CONCRETE | OB | OFFICIAL BOOKS INSTRUMENT |
| DA | DRAINAGE AREA | PB | PLAT BOOK |
| DE | DRAINAGE EASEMENT | PCP | PERMANENT CONTROL POINT (OR P.C.P.) |
| EA | EASEMENT | PD | PROFESSIONAL LAND SURVEYOR |
| EPN | ELECTRONIC PROJECT NUMBER | PL | PERMANENT LAND SURVEYOR |
| ESMT | EASEMENT | PLS | PROFESSIONAL LAND SURVEYOR |
| FA | FOUNDATION | PUB | PUBLIC |
| FCA | "CONCRETE MONUMENT" TPRL LB | PU | PRIVATE |
| FDC | FLORIDA DESIGN CONSULTANTS | RA | RETURNING WALL AREA |
| FE | FOUND EASMENT | RME | RETURNING WALL EASEMENT |
| FI | FOUND EASMENT | SC | SECTION CORNER |
| FR | FOUND EASMENT | SEC | SECTION |
| FND | "CONCRETE MONUMENT" TPRL LB | SHD | OTHERWISE NOTED |
| FNS | "CONCRETE MONUMENT" TPRL LB | | |
| HA | HYDROLOGICAL ASSESSMENT | | |
| LA | LANDSCAPE BUSINESS AREA | | |
| LB | LANDSCAPE BUSINESS AREA | | |
| LE | LANDSCAPE EASEMENT | | |
| NS | NATIONAL GEODETIC SURVEY | | |



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OCTOBER 2023 - 2023-0070 (EPN 1239)



Certificate of School Concurrency


Project Name	Montague Townhomes
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	5885
HCPS Project Number	839
Parcel ID Number(s)	005461.0000
Project Location	7348 Montague St
Dwelling Units & Type	SFA: 115
Applicant	Vertical Bridge AM II, LLC / USHH 10, LLC

School Concurrency Analysis

<i>School Type</i>	<i>Elementary</i>	<i>Middle</i>	<i>High</i>	<i>Total Capacity Reserved</i>
Students Generated	14	6	9	29

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.



 Renée M. Kamen, AICP
 Manager, Planning & Siting
 Hillsborough County Public Schools
 E: renee.kamen@hcps.net
 P: 813.272.4083

Date 8/17/2021