

**SUBJECT:** Prose Sabal Park Off-Site **PI#6011**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** February 11, 2025  
**CONTACT:** Lee Ann Kennedy

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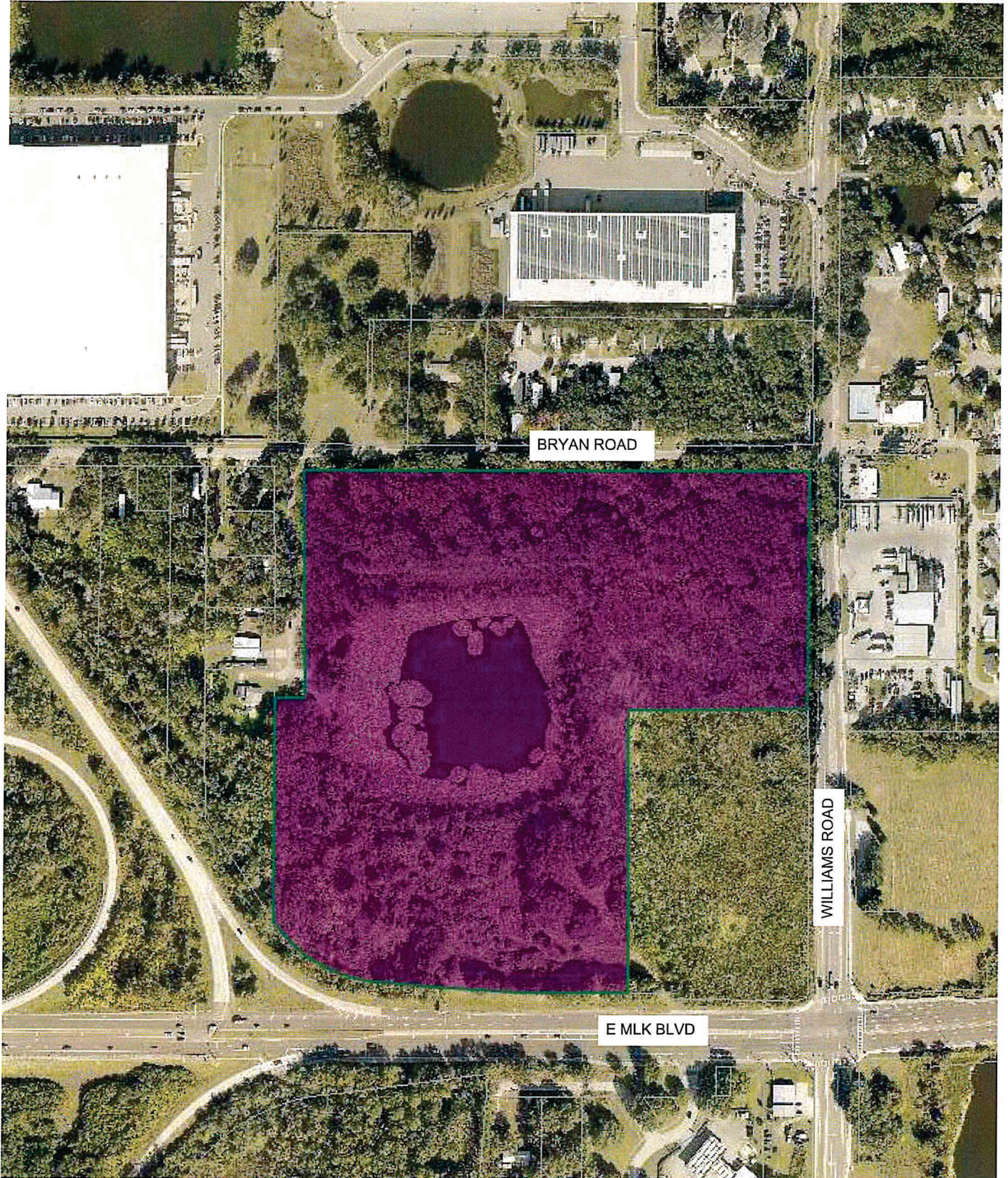
**RECOMMENDATION:**

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (roads, drainage, water and wastewater) for Maintenance to serve Prose Sabal Park Off-Site, located in Section 05, Township 29, and Range 20, upon proper completion, submittal and approval of all required documentation. 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 Warranty Bond in the amount of \$94,100.60 and authorize the Chairman to execute the Subdivider's Agreement for Warranty of Required Improvements.

**BACKGROUND:**

On June 13, 2024, Permission to Construct was issued for Prose Sabal Park Off-Site, after construction plan review was completed on May 1, 2024. The developer has submitted the required Bond, which the County Attorney's Office has reviewed and approved. The developer is Prose Sabal Park Owner, LLC, and the engineer is Kimley Horn.







## **OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
Prose Sabal Park Owner, LLC, hereinafter referred to as the "Owner/Developer" 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 adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

**WHEREAS**, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

**WHEREAS**, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as PI-6011 (Prose Sabal Park) (hereafter referred to as the "Project"); and

**WHEREAS**, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

**WHEREAS**, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

**WHEREAS**, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

**NOW, THEREFORE**, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

Watermain extension (varying sizes), force main extension (varying sizes), sidewalk installation on Bryan and Williams Road,

repaving & mill and overlay on portions of Bryan and Williams Road, and associated drainage structures.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, 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 \_\_\_\_\_, or
- b. A Warranty Bond, dated 09/20/2024 with Prose Sabal Park Owner, LLC as Principal, and The Ohio Casualty Insurance Company as Surety, and
- c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_ be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities 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 Owner/Developer's failure or neglect to perform.
5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:
- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
    - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
    - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
  - b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's



certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, 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.

Prose Sabal Park Owner, LLC  
A Delaware limited liability company

By: Prose Sabal Park Investor Holdings, LLC  
A Delaware limited liability company,  
Its sole member

By: Prose Sabal Park Alliance, LLC  
A Delaware limited liability company,  
Authorized member

ATTEST:

  
\_\_\_\_\_  
Witness Signature

Elliott Summons  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Witness Signature

SCOT HAMILTON  
\_\_\_\_\_  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

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

Robert C. Anderson  
\_\_\_\_\_  
Printed Name of Signer

Member  
\_\_\_\_\_  
Title of Signer

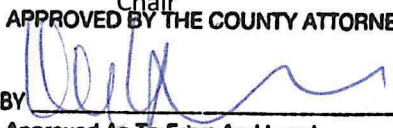
200 S Orange Ave, Suite 1575, Orlando, FL 32801  
\_\_\_\_\_  
Address of Signer

407-755-4272  
\_\_\_\_\_  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_

Chair  
APPROVED BY THE COUNTY ATTORNEY

BY:   
\_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.



**Representative Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this  
20<sup>th</sup> day of September, 2024, by Robert C. Anderson as  
(day) (month) (year) (name of person acknowledging)  
Member for Prose Sabal Park Owner, LLC.  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
Type of Identification Produced



**SUSAN M. MARET**  
Commission # HH 176068  
Expires September 19, 2025  
Bonded Thru Budget Notary Services

Susan M. Maret

(Signature of Notary Public - State of Florida)

Susan M Maret

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

HH 176068

(Commission Number)

9/19/2025

(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

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)



## SITE DEVELOPMENT WARRANTY BOND - OFF-SITE IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

Prose Sabal Park Owner, LLC

called the Principal, and The Ohio Casualty

Insurance Company

called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Ninety Four Thousand, one hundred dollars and 60 cents (\$94,100.60) 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 site development regulations affect the development of land within the unincorporated areas of Hillsborough County; and

**WHEREAS**, in connection with the development of the project known as PI-6011 (Prose Sabal Park), hereafter referred to as the "Project", the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following off-site improvements for maintenance: Varying sizes of watermain and force main extensions, repaving & mill on portions of Bryan and Williams Road, and associated drainage structures. (hereafter, the "Off-Site Project Improvements"); and

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

**WHEREAS**, the Principal, pursuant to the terms of the aforementioned site development regulations has entered into a site development agreement, hereafter the "Owner/Developer Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above- described improvements; and

**WHEREAS**, the terms of said Owner/Developer 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 Project Improvements for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Site Development Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Owner/Developer 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 September 20, 2026.

SIGNED, SEALED AND DATED this 20th day of September, 2024.

ATTEST:

Prose Sabal Park Owner, LLC, a Delaware LLC  
By: Prose Sabal Park Investor Holdings, LLC, a Delaware LLC, its sole member  
By: Prose Sabal Park Alliance, LLC, a Delaware LLC, its Administrative Member  
By: Prose Sabal Park Alliance Developer, LLC, a Delaware LLC, its manager

By   
Robert C. Anderson Principal Seal

The Ohio Casualty Insurance Company

Surety Seal

ATTEST:




By   
Attorney-In-Fact



Seal No. 3389

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.  
*as amended*





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.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8208847-014167

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Smith; Barbara Duncan; Beth Frymire; Brook T. Smith; Deborah S. Neichter; Jacob Motto; James H. Martin; James T. Smith; Jason D. Cromwell; Jill Kemp; Leigh McCarthy; Lynnette Long; Mark A. Guidry; Michele D. Lacrosse; Raymond M. Hundley

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of October, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 14th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of September, 2024.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**GENERAL PURPOSE RIDER**

To be attached and form part of Bond Number 82C237666 effective September 20, 2024  
issued by the The Ohio Casualty Insurance Company  
in the amount of Ninety Four Thousand One Hundred and 60/100 DOLLARS,  
on behalf of Prose Sabal Park Owner, LLC  
as Principal and in favor of Board of County Commissioners of Hillsborough County, Florida  
as Obligee:

Now Therefore, it is agreed that:

The warranty expiration date is amended from September 20, 2026 to March 11, 2027.

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 9th day of January, 2025.

Signed, sealed and dated this 9th day of January, 2025.

Prose Sabal Park Owner, LLC, a Delaware LLC  
By: Prose Sabal Park Investor Holdings, LLC, a Delaware LLC, its sole member  
By: Prose Sabal Park Alliance, LLC, a Delaware LLC, its Administrative Member  
By: Prose Sabal Park Alliance Developer, LLC, a Delaware LLC, its manager

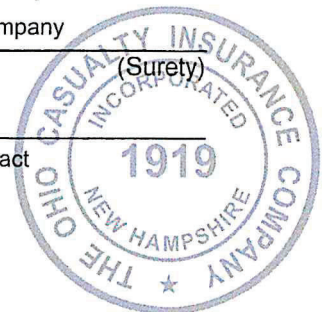
(Principal)

By: [Signature]

The Ohio Casualty Insurance Company

By: Jacob Motto

Jacob Motto Attorney-in-Fact



Seal No. 3389

Accepted By:

Form F5340

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal  
Sufficiency.





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8212716-014167

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Smith; Barbara Duncan; Beth Frymire; Brook T. Smith; Deborah S. Neichter; Jacob Motto; James T. Smith; Jason D. Cromwell; Jill Kemp; Leigh McCarthy; Lynnette Long; Mark A. Guidry; Michael Ocasio; Natasha Richardson; Raymond M. Hundley; Raymond Meyer Hundley, Jr.; Ryan Britt; Suzanna Knight

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of November, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 15th day of November, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2025.




By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



FOR INFORMATIONAL PURPOSES ONLY				
SABAL PARK ESTIMATED RIGHT-OF-WAY CONSTRUCTION IMPACT COSTS				
DESCRIPTION	TOTAL QUANTITY	UNIT	WEIGHTED AVG. PRICE	TOTAL AMOUNT
Excavation, Grading and Other Costs	1	LS	\$ 53,976	\$ 53,976
Maintenance of Traffic	1	LS	\$ 113,552	\$ 113,552
<b>WATERMAIN</b>				
Piping 6" PVC Watermain	22	LF	\$ 48.00	\$ 1,056
Piping 10" PVC Watermain	3	LF	\$ 178.64	\$ 536
Piping 12" Ductile Iron Watermain	70	LF	\$ 193.63	\$ 13,554
Piping 12" PVC Watermain	98	LF	\$ 1.26	\$ 123
24" Steel Casing	57	LF	\$ 2,712.85	\$ 154,632
12"x16" Tapping Sleeve and Valve	1	EA	\$ 7,067.83	\$ 7,068
Fire Hydrant Assembly	1	EA	\$ 9,337.90	\$ 9,338
6"x12" Reducer	1	EA	\$ 731.14	\$ 731
10"x12" Reducer	1	EA	\$ 725.00	\$ 725
6" Bend	1	EA	\$ 466.00	\$ 466
12" Bend	5	EA	\$ 1,089.46	\$ 5,447
12" Tee	2	EA	\$ 1,678.00	\$ 3,356
12" Gate Valve	1	EA	\$ 4,955.02	\$ 4,955
<b>SANITARY SEWER</b>				
Piping 4" PVC Force Main	293	LF	\$ 19.64	\$ 5,755
Piping 6" PVC Force Main	516	LF	\$ 63.00	\$ 32,508
12" Steel Casing	159	LF	\$ 96.78	\$ 15,388
4" Tapping Sleeve and Valve	1	EA	\$ 28,295.64	\$ 28,296
4" Bend	7	EA	\$ 655.27	\$ 4,587
6" Bend	5	EA	\$ 695.00	\$ 3,475
4"x6" Reducer	2	EA	\$ 405.00	\$ 810
4" Tee	2	EA	\$ 839.96	\$ 1,680
4" Plug Valve	6	EA	\$ 1,180.44	\$ 7,083
Air Release Valve	1	EA	\$ 8,078.45	\$ 8,078
<b>STORM SEWER</b>				
Piping 19"x30" ERCP Storm Sewer	48	LF	\$ 152.00	\$ 7,300
Piping 24" Storm Sewer	352	LF	\$ 101.60	\$ 35,800
FDOT TYPE "S" Inlet	1	EA	\$ 5,105.81	\$ 5,200
FDOT TYPE "J" Manhole	2	EA	\$ 6,209.31	\$ 12,500
Piping 18" MES	1	EA	\$ 2,750	\$ 2,800
Piping 24" MES	1	EA	\$ 3,350	\$ 3,400
<b>ROADWAY/PAVEMENT</b>				
Hillsborough County - Miami Curb	1032	LF	\$ 19.07	\$ 19,680
Curb Transition	74	LF	\$ 39.47	\$ 2,921
Drop Curb	142	LF	\$ 39.47	\$ 5,605
FDOT Type "F" Curb and Gutter	582	LF	\$ 23.97	\$ 13,951
FDOT Type "D" Curb	66	LF	\$ 25.36	\$ 1,674
Estevez Road - Sidewalk	1735	SF	\$ 5.35	\$ 9,282
Brian Road - Sidewalk	5795	SF	\$ 5.35	\$ 31,003
Williams Road - Sidewalk	3233	SF	\$ 5.35	\$ 17,297
Brian Road - Base	1177	SY	\$ 45.96	\$ 54,085
Brian Road - Asphalt	1177	SY	\$ 33.99	\$ 39,999
Brian Road - Mill and Overlay	1210	SY	\$ 28.68	\$ 34,693
Williams Road - Base	914	SY	\$ 34.13	\$ 31,210
Williams Road - Asphalt	914	SY	\$ 45.96	\$ 42,028
Williams Road - Mill and Overlay	2330	SY	\$ 28.68	\$ 66,815
Performance Turf, Sod	1617	SY	\$ 3.10	\$ 5,013
Brian Road Striping and Signage	1	LS	\$ 10,440.00	\$ 10,440
Williams Road Striping and Signage	1	LS	\$ 11,136.00	\$ 11,136
				<b>\$ 941,006</b>
<b>Documents:</b> The assumptions below were developed using the following documents for the roadway within Brian Road and Williams Road ROW. 1.) This Estimated Opinion of Probable Cost (EOPC) was completed based on the proposed improvements within Hillsborough County ROW adjacent to the site. See attached exhibit.  This opinion of probable cost was prepared using some interpretation and approximation to further define the proposed improvements. Therefore, there may be instances where the proposed estimates will deviate from the planning documents in order to efficiently define the intended scope of work.  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p>Digitally signed by Nathan Q. Lee  DN: cn=Nathan Q. Lee,  c=US, o=KIMLEY-HORN  AND ASSOCIATES,  email=nathan.lee@kimley  horn.com  Date: 2024.09.20 10:44:00</p> </div> <div style="width: 45%; text-align: center;"> <p><b>NATHAN Q. LEE, P.E.</b>  State of Florida, Professional Engineer, License  No. 69843</p> </div> </div> <p>This item has been digitally signed and sealed by Nathan Q. Lee on the date adjacent to the seal.  10:44:00 Copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.</p>				
<p><i>Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgement as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator.</i></p>				



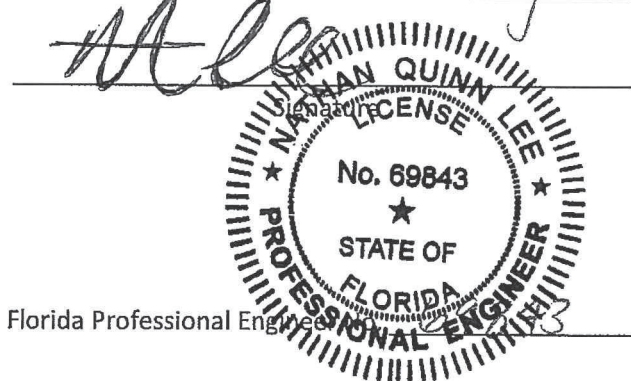
**ENGINEER CERTIFICATION**

**OF CONSTRUCTION COMPLETION**

I, Nathan Q. Lee, P.E., hereby certify that I am associated with the  
firm of Kimley-Horn and Associates, Inc., which has been retained by  
Alliance Residential Company.

I certify construction of the Sabal Park (PI 6011) have been completed, as applicable, in substantial compliance with the Hillsborough County Land Development Code, Stormwater Management Technical Manual, Transportation Technical Manual for Subdivision and Site Development Projects, Water, Wastewater, and Reclaimed Water Technical Manual, the FDOT Standard Specifications for Road and Bridge Construction, the FDOT Design Standards, and the approved plans and specifications. I certify that these "As Built" Drawing plans have recorded any substantial design deviations due to field conflicts.

Signed and sealed this 2nd day of May, 2024



No County agreement, approval, or acceptance is implied by this certification.