SUBJECT:

Belmont Townhomes Parcel F

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

July 20, 2021

CONTACT:

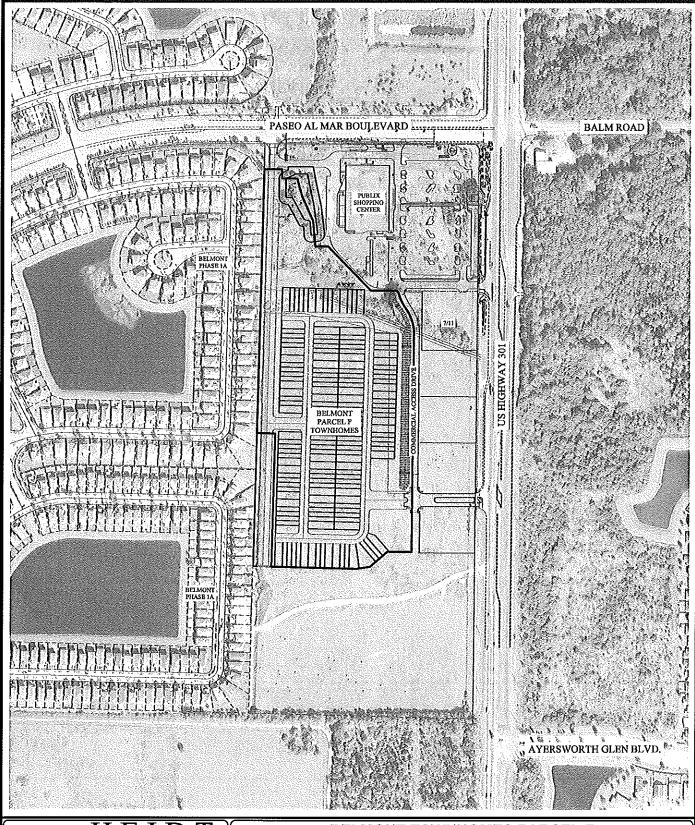
Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Belmont Townhomes Parcel F, located in Section 19, Township 31, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (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 \$2,871,996.09, a Warranty Bond in the amount of \$35,404.06, 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 \$20,000.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance Placement of Lot Corners.

BACKGROUND:

On June 11, 2019, Permission to Construct Prior to Platting was issued for Belmont Townhomes Parcel F. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC and the engineer is Heidt Design.





DESIGN

5904-A Hampton Oaks Parkway Tampa, Florida 33610 Phone: 813-253-5311 www.HeidtDesign.com

Engineering Business Certificate of Authorization No. 28782 Landscape Architecture Certificate of Authorization No. LC26000405

BELMONT TOWNHOMES PARCEL F

LENNAR

SCALE 1" = 400'

LOCATION MAP

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into thisday of, 20, by and between <u>Lennar Homes</u> , <u>LLC</u> hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
Witnesseth
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as BELMONT TOWNHOMES PARCEL F ; 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 such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>BELMONT TOWNHOMES</u> <u>PARCEL 2F</u> are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, storm water drainage systems, water and wastewater systems and easements and rights-of-way as shown on such plat, have or will be filed with the Hillsborough County Development Review Division of Development Services Department in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the aforementioned improvements will be built and constructed in the platted area; and
WHEREAS, pursuant to the LDC, the County will be requested to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
Roads/Streets X Water Mains/Services Stormwater Drainage Systems X Sanitary Gravity Sewer System X Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks Other:
WHEREAS, the County required the Subdivider to cause the aforementioned improvements to be warranted against any defects in workmanship and materials and cause to be corrected any such defects which arise during the warranty period; and
WHEREAS, the County required 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

The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made

improvements, the Subdivider and County agree as follows:

a part of this Agreement.

1.

- 2. The Subdivider agrees to cause to be built, constructed and installed in the platted area known as

 <u>BELMONT TOWNHOMES PARCEL F</u> Subdivision, within twelve (12) months from and after the date that
 the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant
 to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water and
 wastewater systems 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 Hillsborough County Development Review Division
 of Development Services Department.
 - 3. The Subdivider agrees to warranty all improvement facilities located in <u>BELMONT TOWNHOMES PARCEL F</u> 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 cause to be corrected within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
 - 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

Letters of Credit, number		, dated	, and
number	, dated		with
			by order
of			, or
A Performance Bond nun	nberSU1173450	dated <u>April 23, 2021</u>	<u> </u>
with <u>Lennar Homes, LLC</u>	, as Principal, and Arch Ins	surance Company as Su	urety, and
	r_ <u>SU1173450-M</u> dated_		
with Lennar Homes, LLC	Cas Principal, and Arch Ins	urance Company as Su	irety, or
Cashier/Certified Checks	, number	, dated	and
	, dated ty into a non-interest bearing		which s

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

- 5. Once construction is completed, the Subdivider shall cause to be submitted a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - All applicable County regulations relating to the construction of improvement facilities.
 An authorized representative of the County's Development Review Division of Development Services
 Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 6. Should the County be requested to grant and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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 or cause to be fulfilled 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, or cause to be carried out and executed, 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 or cause to be fulfilled 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 improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as BELMONT TOWNHOMES PARCEL F 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 improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the 12- month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 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 and the second seco	cuted these presents, this day of, 2021.
ATTEST:	SUBDIVIDER:
	By: Lennar Homes, Lf.C, a Florida limited liability company
Commence of the second	If fifthermorphism is a second of the second
Witness' Signature	Authorized Copporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	
Its JAMES	Parker Hirions
Printed Name of Witness	Name (typed, printed or stamped)
Hoth as lond	Authorized Agent
Witness' Signature	Title
I / I A A A	
Mathy A Deml	4600 West Cypress Street., Suite 300, Tampa, FL 33607
Printed Name of Witness	Address of Signer
	813-574-5658
	Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
• • •	
ATTEST:	
HILLSBOROUGH COUNTY	
CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Chair [,]

APPROVED BY THE COUNTY ATTORIES

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT: STATE OF FLORIDA COUNTY OF Hills DOYELLO as identification and did take an oath. NOTARY PUBLIC: KRISTEN JOSEPH Title or Rank: Commission # GG 077910 Expires April 21, 2021 Serial Number, if any: <u>C</u> Bonded Thru Troy Fain Insurance 800-385-7019 My Commission Expires: INDIVIDUAL ACKNOWLEDGMENT: STATE OF _____ COUNTY OF The foregoing instrument was acknowledged before me this _____ day of ______, 20______ who is personally known to me or who has produced as identification and who did take an oath. NOTARY PUBLIC: Sign; _____ (seal) Print: Title or Rank: Serial Number, if any:

My Commission Expires:

SUBDIVISION PERFORMANCE BOND

Bond No. SU1173450

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC called the Principal, and Arch Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of two million, eight hundred seventy one thousand, nine hundred ninety-six dollars and nine cents (\$2,871,996.09) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, roads, drainage, water, wastewater and other necessary facilities in the platted area known as BELMONT TOWNHOMES PARCEL F subdivision, 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 for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as BELMONT TOWNHOMES PARCEL F subdivision all roads, drainage, water, wastewater and other necessary 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 twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL JULY 8, 2022.

SIGNED, SEALED AND DATED this 23rd day of April, 2021

ATTEST:

a Florida Ilmited liability company

Arch Insurance Company

SURETY

(SEAL)

(SEAL)

ATTEST:

Ray Parker

APPROVED BY THE COUNTY ATTORNEY

ds awaded

Approved As To Form And Legal

Sufficiency.

Sandra Parker, ATTORNEY-IN-FACT

SEALY

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Amanda Turman-Avina, Barbara Norton, Laura Sudduth, Mario Arzamendi Sr, Mary Ann Garcia, Melissa Haddick, Sandra Parker and Tannis Mattson of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90.000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

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

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

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

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

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day Insurance of April, 2021.

> CURPORATE SEAL 1971

Attested and Certified

Ren. A. SM

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

Stephen C. Ruschak, Executive Vice President

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

Missouri

COMMONWIALTH OF PENNITYLVANIA

HOTARIAL SEAL AKCHELE TRIPOOL, HOLLY PUBIK City of Philacelphia, Phila. County My Commission Expires May 31, 2021

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

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 15, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of April

20 21

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500

Philadelphia, PA 19102

Missouri

COXPORATE

SEAL 1977

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

AICPOA040120

SURETY RIDER

To be atta	ched to and form a part of			
Bond No.	SU1173450	. •		
dated	And 00 0004			
effective	April 23, 2021 (MONTH-DAY-YEAR)			
avaantad bu	Langer Hamas LLC a Clarida limita	d liability company		oo Dringing!
executed by	(PRINCIPAL)			, as Principal,
and hu	Arch Insurance Company	•	an Curatu	
and by	radi indudico company		, as Surety,	
in favor of	BOARD OF COUNTY COMM	IISSIONERS OF HILLSBOROUG	GH COUNTY, FLOR	IDA
	(ÖBLIGEE)			· · · · · ·
in conside	eration of the mutual agreements herein cor	ntained the Principal and the Surety hereby	y consent to changing	
The Expirat	lon Date to:	\$		
August 20, 20)22			
,				
			·	
		•		
Nothing he	erein contained shall vary, alter or extend a	ny provision or condition of this bond exce	ot as herein expressiv state	ıd.
This rider	•		, ,	
is effective	June 9, 2021	<u> </u>		
	(MONTH-DAY-YEAR)			
Signed and	d Sealed June 9, 2021 (MONTH-DAY-YEAR)			
	Lennar Homes, LLC, a Florida limited l	liability company		
В	(PRINCPAL)	nabinty company	_	
	(PRINCIPAL)		- 	
	Arch Insurance Company			
	(SURETY)		Eurance C	
B	v: (/kl/m/il/ -		Coercest State 1971	
٥,	Chelsea Nielson, Altorney-in-Fact	APPROVED BY THE COUNTY ATTORICE		$F = \{$
	•	find A	Ruet	
		av W	-	

S-0443/GEEF 10/99

Approved As To Form And Legal Sufficiency.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N. Bair of Houston, TX (EACH)

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

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, scaled and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of June, 2020

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

David M. Finkelstein, Executive Vice President

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

COMMONWEALTH OF PENNSYLVANIA

NOTABLE SEAL

MICHELE TRIPOOL HOLMY PUBLIC

City of Philadelphia, Phila. County

My Commission Depart May 11, 2021

CORPORATE SEAL

1971

Missouth

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

CERTIFICATION

2021.

Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS: Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com

Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

WARRANTY BOND

Bond No. SU1173450-M

and Arch Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of thirty-five thousand, four hundred four dollars and six cents (\$35,404.06) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (water and wastewater) for maintenance in the approved platted subdivision known as <u>BELMONT</u> TOWNHOMES PARCEL F and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

instrument warranting the above-described improvements.

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

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

- **A.** If the Principal shall warrant for a period of two years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <u>BELMONT TOWNHOMES PARCEL F</u>, 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 JULY 8, 2024.

SIGNED, SEALED AND DATED this 23rd day of April, 2021.

ATTEST:

Lennay Homes, LLC,

a Explication liability company

PAINCIPAL

(SEAL)

Arch Insurance Company

SURETY

(SEAL)

ATTEST:

Ray Parker

Sandra Parker,

ATTORNEY-IN-FACT

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Appro : As To form And Legal

Sufficiency.

M Welnded

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Amanda Turman-Avina, Barbara Norton, Laura Sudduth, Mario Arzamendi Sr, Mary Ann Garcia, Melissa Haddick, Sandra Parker and Tannis Mattson of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed; Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

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

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

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

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

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020. and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 15th day Murance of April, 2021.

> CURPURATE SEAL 1971

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

Stephen C. Ruschak, Executive Vice President

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

Missouri

MOTARIAL SEAL MICHELE TRIPODI, NOLLY PUBLIC City of Philadelphia, Phila. County My Commission Expires Ady 31, 2021

My commission expires 07/31/2021

CERTIFICATION

20 21 .

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 15, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rday of April

Regan A. Shulman, Secretary

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

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

3 Parkway, Suite 1500

Philadelphia, PA 19102

Maurance C

CORPORATE SEAL 1971

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

SURETY RIDER

To be attac	ched to and form a part of	 	
Rond No	SU1173450 - M		
BONG NO.			
dated	April 23, 2021		
effective	(MONTH-DAY-YEAR)		
executed by	Lennar Homes, LLC, a Florida limited liabilit	y company	, as Principal,
· ·	(PRINCIPAL)		
and by	Arch Insurance Company	, as Surety,	
in favor of		NERS OF HILLSBOROUGH COUNTY, FLO	RIDA
in conside	(OBLIGEE) ration of the mutual agreements herein contained	the Principal and the Surety hereby consent to changing	
The Expirati		, , ,	
August 20, 20	.*		
August 20, 20			
		en e	
Mantala ta an la a		the second secon	
	rein contained snail vary, after or extend any provi	sion or condition of this bond except as herein expressly sta	gied.
This rider is effective	June 9, 2021		
	(MONTH-DAY-YEAR)		
Signed and	Sealed June 9, 2021 (MONTH-DAY-YEAR)		
	Lennar Homes, LLC, a Florida limited liability of	company	-
	ARINGPAL)		
Ву	/: V V V		
	1		
	Arch Insurance Company (SURETY)	Guyanco C	
. Ву		PR / concerns	
υ,	Chelsea Nielson, Attorney-in-Fact	APPROVED BY THE COUNTY ATTORNEY	(3)
٠		Approved by The Country Attorney	A
		BULLY	
0443/GEEF 10/99		Approved Asiyo Form And Legal Sufficiency.	
		outrolerry.	

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N. Bair of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of June, 2020

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

David M. Finkelstein, Executive Vice President

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

COMMONEAVEALTH OF PERMITTLYANIA
MOTANIAL SEAL
MICHELE TRIPOOL NOTATIVE PUBLIC

CORPORAYE SEAL

1971

Meseuri

ANCHELE TRIPODI, NOTARY Public City of Mikashishia, Phiki. County My Commission Expires July 31, 2021

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

CERTIFICATION

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I, Patrick K. Nalls, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

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

Patrick K. Nails, Secretary

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

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

Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com

Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

AICPOA040120



Summary For Performance Bond BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Streets and Drainage Facilities \$1,374,444.92

Water Distribution System \$478,370.56

Sewage Collection System \$444,781.39

Total Amount \$2,297,596.87

Performance Bond Amount (125% of Total) \$2,871,996.09

Eric N. Francis, State of Florida, Professional Engineer, License No. 84230

This item has been digitally signed and sealed by Eric N. Francis, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Eric N. Francis, P.E. # 84230 Date Prepared: January 18, 2021

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Engineers Cost Breakdown

Schedule: Streets & Drainage Facilities

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Signing & Pavement Marking	\$15,425.64	\$15,425.64
SY	12,942	1-3/4" SP-12.5 Asphaltic Surface Course	\$9.44	\$122,172.48
SY	12,968	7" Soil-Cement Base	\$16.09	\$208,655.12
SY	12,994	12" Compacted Subgrade	\$1.52	\$19,750.88
LF	6,638	5' Concrete Sidewalk	\$26.35	\$174,911.30
LF	138	Type D Curb	\$17.88	\$2,467.44
LF	4,257	Type F Curb & Gutter	\$17.26	\$73,475.82
LF	4,909	Ribbon Curb	\$13.79	\$67,695.11
LF	72	Drop Curb & Gutter / Transition Curb	\$34.80	\$2,505.60
EA	21	ADA Ramps	\$1,114.23	\$23,398.83
EA	1	Concrete Driveway to Master Meter	\$18,963.84	\$18,963.84
LF	6691	Underdrain	\$15.01	\$100,431.91
EA	65	Underdrain Cleanout/Fittings	\$199.58	\$12,972.70
LF	1751	8" PVC	\$28.77	\$50,376.27
LF	561	12" PVC	\$36.67	\$20,571.87
LF	110	15" PVC	\$43.52	\$4,787.20
LF	274	15" RCP	\$42.36	\$11,606.64
LF	184	18" RCP	\$50.68	\$9,325.12
LF	648	24" RCP	\$65.82	\$42,651.36
LF	226	30" RCP	\$84.00	\$18,984.00
LF	499	36" RCP	\$110.52	\$55,149.48
LF	540	48" RCP	\$161.64	\$87,285.60
LF	9	66" RCP	\$298.87	\$2,689.83
LF	38	48" x 76" RCP	\$410.68	\$15,605.84
EA	6	8" MES	\$1,315.15	\$7,890.90
EA	3	15" MES	\$1,522.02	\$4,566.06
EA	2	18" MES	\$1,616.63	\$3,233.26
EA	1	30" MES	\$3,069.82	\$3,069.82



Schedule: Streets & Drainage Facilities (continued)

Unit	Quantity	Item	Average Unit Price	Total Amount
EA	27	Yard Drain (Nyloplast)	\$981.42	\$26,498.34
EA	7	Type 1 Curb Inlet	\$4,633.40	\$32,433.80
EA	4	Type 1 Curb Inlet w/ J Bottom	\$8,024.94	\$32,099.76
EA	2	Type C Grate Top Inlet	\$3,110.19	\$6,220.38
EA	5	Type D Grate Top Inlet	\$3,335.22	\$16,676.10
EA	2	Type E Grate Top Inlet	\$7,457.88	\$14,915.76
EA	4	Type P Manhole	\$2,515.17	\$10,060.68
EA	3	Type J Manhole	\$5,883.17	\$17,649.51
EΑ	2	Control Structure	\$8,966.63	\$17,933.26
EA	1	48" x 76" Endwall	\$19,337.41	\$19,337.41
		Total Street & Drainage System		\$1,374,444.92



Tampa, FL 33610 www.heidtdesign.com

Engineers Cost Breakdown

Schedule: Water Distribution System

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
		Offsite		
EA	1	16" x 12" Tapping Valve & Sleeve	\$22,042.86	\$22,042.86
EA	1	8" Master Meter Assembly	\$67,666.51	\$67,666.51
LF	293	12" DIP Water Main	\$82.42	\$24,149.06
LF	30	8" DIP Water Main	\$66.57	\$1,997.10
LF	200	24" Jack and Bore	\$547.78	\$109,556.00
EA	5	12" Gate Valve	\$2,924.11	\$14,620.55
EA	1	8" Gate Valve	\$1,571.06	\$1,571.06
EA	4	2" Gate Valve	\$795.34	\$3,181.36
EA	12	12" Fitting	\$818.94	\$9,827.28
EA	2	8" Fitting	\$342.38	\$684.76
EA	1	Fire Hydrant Assembly	\$4,634.77	\$4,634.77
		Onsite	***	
LF	2,668	2" HDPE Water Main	\$8.64	\$23,051.52
LF	2,683	6" PVC Water Main	\$16.02	\$42,981.66
LF	984	8" PVC Water Main	\$26.11	\$25,692.24
LF	40	8" DIP Water Main	\$53.12	\$2,124.80
EA	4	2" Gate Valve	\$1,571.06	\$6,284.24
EA		6" Gate Valve	\$1,080.97	\$11,890.67
EA		8" Gate Valve	\$795.34	\$4,772.04
EA	6	6" MJ Fitting	\$241.65	\$1,449.90
EA		8" MJ Fitting	\$342.38	\$7,189.98
EA		Fire Hydrant Assembly	\$4,835.97	\$33,851.79
EA	3	Blowoff Assembly	\$607.09	\$1,821.27
EA	101	Single Service (Short)	\$333.80	\$33,713.80
EA	59	Single Service (Long)	\$400.26	\$23,615.34
		Total Water Distribution System		\$478,370.56



P; (813) 253-5311 | F; (813) 464-7629 5904-A Hampton Oaks Pkwy. Tampa, FL 33610 www.heidtdesign.com

Engineers Cost Breakdown

Schedule: Sewage Collection System

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
EA	1	Core, Connect and Adjust Ex Sanitary MH	\$13,585.00	\$13,585.00
LF	4,384	8" PVC Gravity Main	\$51.10	\$224,022.40
LF	168	10" PVC Gravity Main	\$121.36	\$20,388.48
EA	21	Sanitary Manhole	\$5,231.31	\$109,857.51
EA	80	Double Sanitary Service	\$961.60	\$76,928.00
		Total Sewage Collection System	, state	\$444,781.39



Summary For Warranty Bond BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Streets and Drainage Facilities PRIVATE Water Distribution System \$255,903.63 Sewage Collection System \$98,136.92 **Total Amount** \$354,040.55 Warranty Bond Amount (10% of Total)

Edo N. Francis, State of Florida,
Professional Engineer, License No. 84230 \$35,404.06

This item has been digitally signed and sealed by Eric N. Francis, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Eric N. Francis, P.E. # 84230 Date Prepared: January 18, 2021

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Engineers Cost Breakdown

Schedule: Water Distribution System

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
		Offsite		
EA	1	16" x 12" Tapping Valve & Sleeve	\$22,042.86	\$22,042.86
EA	1	8" Master Meter Assembly	\$67,666.51	\$67,666.51
LF	293	12" DIP Water Main	\$82.42	\$24,149.06
LF	30	8" DIP Water Main	\$66.57	\$1,997.10
LF	200	24" Jack and Bore	\$547.78	\$109,556.00
EA	5	12" Gate Valve	\$2,924.11	\$14,620.55
EA	1	8" Gate Valve	\$1,571.06	\$1,571.06
EA	4	2" Gate Valve	\$795.34	\$3,181.36
EA	12	12" Fitting	\$818.94	\$9,827.28
EA	2	8" Fitting	\$342.38	\$684.76
EA	1	Blowoff Assembly	\$607.09	\$607.09
		Total Water Distribution System		\$255,903.63



Engineers Cost Breakdown

Schedule: Sewage Collection System

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
		Gallant Man Place Sanitary		
LF	1,112	8" PVC Gravity Main	\$51.10	\$56,823.20
ഥ	168	10" PVC Gravity Main	\$121.36	\$20,388.48
EA	4	Sanitary Manhole	\$5,231.31	\$20,925.24
		Total Sewage Collection System		\$98,136.92

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into thisday of 20 by and between Lennar Homes, LLC, hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of
the State of Florida, hereinafter referred to as "County".
<u>Witnesseth</u>
WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC" pursuant to authority contained in Chapters and 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 BELMONT and
WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and
WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>BELMONT</u> TOWNHOMES PARCEL F 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; and

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.

NOW THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain

approval of the County to record said plat, the Subdivider and County agree as follows:

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as BELMONT TOWNHOMES PARCEL F subdivision within twenty-four (24) 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:

Lette	r of Credit, number	
dated	<u> </u>	
with_		1
	by	order of
		, or
	rformance Bond, number <u>SU11</u> d <u>April 23, 2021</u>	73449
with I	ennar Homes, LLC as Principal,	,
and _	Arch Insurance Company	as Surety, or
	ier/Certified Check, number	

Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are 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 "Subdivision Regulations", an extension of the time period established for installation of lot corners described in Paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a Letter of Credit, Performance Bond, Escrow Agreement, or Cashier/Certified Check as required by the LDC.
- In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>BELMONT TOWNHOMES PARCEL F</u> at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 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 ha	ve executed these presents, this day of
2021.	
	\mathcal{L}/\mathcal{L}
ATTEST:	SUBDIVIDER:
711 1 22 0 7 1	By: Lennar Homes, LLC, a Florida limited liability company
James C. N.	by: commit yourself by the manual manual manifest of the many
Commence of the second	
Witness' Signature	Authorized Corporate Officer
· ·	or Individual (Sign before a Notary Public)
2	, ,
ABI JAMES	Parker Hirons
Printed Name of Witness	Printed Name of Signer
/	Timou tranio di digital
Kath as boul	Authorized Agent
Witness' Signature	Title of Signer
Withess olghature	Title of Signer
Hother A Donal	4600 Most Curross St. Suito 200 Tompo El 22607
Printed Name of Witness	4600 West Cypress St., Suite 300, Tampa FL 33607
Minited Name of Witness	Address of Signer
	040 574 5050
AADDADITE ADII	813-574-5658
CORPORATE SEAL	Phone Number of Signer
(When Appropriate)	
ATTEST:	
BOARD OF COUNTY COMMISSIONERS	CLERK OF CIRCUIT COURT, FLORIDA
HILLSBOROUGH COUNTY	·
By:	Ву:
•	,
Chain	Deputy Clerk
4140	askad sizin

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

STAT	E OF Florida	
COUN	VTY OF Hilksborough	
The fo	pregoing instrument was acknowledged before me this	day of Poril
20_ <u>-</u>	LENNAR HONES, Inc., a corporation unde	or the laws of the state of
produ	<u>Floricia</u> on behalf of the cor ced as identifica	poration. <u>He</u> and/or she is <u>personally known to me</u> or l ition and did take an oath.
NOTA	ARY PUBLIC:	
	Sign: Austo Cosole	(Seal)
	Print: Kristen Joseph	
	Title or Rank:	KRISTEN JOSEPH Commission # GG 07
	Serial Number, if any: <u>GG 077910</u>	Expires April 21, 2021 Bonded Thru Troy Fain Ins
My Co	ommission Expires: April 21, 2021	
INDIV	IDUAL ACKNOWLEDGMENT:	
INDIV	IDUAL ACKNOWLEDGMENT:	
INDIV	IDUAL ACKNOWLEDGMENT: E OF	
INDIV	E OF TY OF pregoing instrument was acknowledged before me this	day of, 20_ who is personally known to me or who has produced i who did take an oath.
INDIV	E OF TY OF pregoing instrument was acknowledged before me this	day of, 20_ who is personally known to me or who has produced I who did take an oath.
INDIV	IDUAL ACKNOWLEDGMENT: E OF NTY OF pregoing instrument was acknowledged before me this as identification and	l who did take an oath.
INDIV	IDUAL ACKNOWLEDGMENT: E OF ITY OF pregoing instrument was acknowledged before me this as identification and NOTARY PUBLIC: Sign:	l who did take an oath(seal)
INDIV	IDUAL ACKNOWLEDGMENT: E OF ITY OF pregoing instrument was acknowledged before me this as identification and NOTARY PUBLIC:	l who did take an oath(seal)

•

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes, LLC called the Principal, and Arch Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of twenty thousand dollars and zero cents (\$20,000.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in the platted area known as the <u>BELMONT TOWNHOMES PARCEL F</u> Subdivision 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 for Performance Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as BELMONT TOWNHOMES PARCEL F subdivision all Permanent Control Points and all Lot Corners, 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 twenty four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- В. 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 JULY 8, 2023.

SIGNED, SEALED AND DATED this 23rd day of April, 2021.

ATTEST:

Lennar l limited liability company

IPAL

(SEAL)

Arch Insurance Company

SURETY

(SEAL)

ATTEST:

Ray Parker

Sandra Parker, ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal ency. A Unded

Sufficiency.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Amanda Turman-Avina, Barbara Norton, Laura Sudduth, Mario Arzamendi Sr, Mary Ann Garcia, Melissa Haddick, Sandra Parker and Tannis Mattson of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000,00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth

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

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

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

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

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

> CORPORATE SEAL 1971

Attested and Certified

Res. A. Sh

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

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

Missouri

HOTARIAL SEAL MICHELE TRIPOOI, Notary Public City of Philadelphia, Phila. County My Commission Expires July 11, 2021

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

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 15, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd ay of April

20_21

Regan A. Shulman, Secretary

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

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

3 Parkway, Suite 1500 Philadelphia, PA 19102

SEAL 1977 Missouri

CORPORATE

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

AICPOA040120 Printed in U.S.A.

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	Lennar Homes, LLC, a Florida	i Elmited liability Company			
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	y: (PRINCIPAL) Arch Insurance Company (SURETY)			COMPOSITE CONTRACT	o and
B ₎	y: (PRINCIPAL) Arch Insurance Company (SURETY)		THE COUNTY ATTOR	NEY CONCENT	(Classified in the Classified

S-0443/GEEF 10/99

Approved As To form And Legal Sufficiency.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N, Bair of Houston, TX (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000,00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of June, 2020

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS CORPORATE SEAL 1971 Missout

Arch Insurance Company

David M. Pinkelstein, Executive Vice President

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

COMMONWEALTH OF PENHEYLVANIA HOTARIAL SEAL MICHELE TRIPOOL, Notary Public City of Philadelphia, Phila. County by Commission Explores July 31, 1021

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

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2020 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this !

Patrick K. Nails, Secretary

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

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



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

Philadelphia, PA 19102



P; (813) 253-5311 | F: (813) 464-7626 5904-A Hampton Oaks Pkwy. Tampa, FL 33610 www.heidtdesign.com

Summary For Performance Bond BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Set All Lot Corners

\$16,000.00

Performance Bond Amount (125% of Total)

\$20,000.00

(This Bond will be in place for a period of 2 years)

Date Prepared: January 18, 2021

Eric N Francis

Digitally signed by Eric N Francis
DN: C=US, O=Unafficiated,
OU=A01410C00000170EE663C56000111C8,
CN=Eric N Francis
Reason: I am the author of this document
Location;
Date: 2021-04-12 09:06:47

Eric N. Francis, P.E. # 84230

Eric N. Francis, State of Florida, Professional Engineer, License No. 84230

This item has been digitally signed and sealed by Eric N. Francis, P.E. on the date indicated here.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

R:\Belmont\Parcel F TH-MF\Construction\Qtys\Belmont TH Parcel F Bond Comps.xlsx



P: (813) 253-5311 | F: (813) 464-7629 5904-A Hampton Oaks Pkwy. Tampa, FL 33610 www.heidtdesign.com

Engineers Cost Breakdown

Schedule: Lot Corners

BELMONT TOWNHOMES PARCEL F

FOLIO # 77775.0110

Unit	Quantity	Item	Average Unit Price	Total Amount
LS	1	Set All Lot Corners	\$16,000.00	\$16,000.00
		Total Lot Corners		\$16,000.00

PAGE

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A percel of land lying in the Southeast 1/4 of Section 19, Township 31 South, Range 20 East, Hillsberough County, Florida, and being more particularly described as follows:

COMMENCE at the East 1/4 corner of said Section 15, un thence along the East boundary of the conversal Cabulators 1/4 corner of 12.6 67 coll.

N. Bergs 1974, A discuss of 13.6 68 feet to the Southacts corner of the Private Roadows South Excerner for Ace (childs), a discuss of 13.6 68 feet to the Southacts corner of the Private Roadows South Excerner for Ace (childs), a discuss of 13.6 68 feet to the Southacts corner of the Private Roadows South Excerner for Ace (childs), also belong the property of the Private Roadows South Excerner for the Southacts are recorded in Part Ace (childs), a discuss of 13.2 6 feet the Roadows South Southacts and East Bourdary of EELWONT PHASE 1.4.

A sold 1975 Syrwig, a discuss of 43.2.2 feet to a point on the East Bourdary of EELWONT PHASE 1.4.

A sold 1976 Syrwig, a discuss of 43.2.2 feet to a point on the Westerly boundary of EELWONT PHASE 1.4.

A sold 1976 Syrwig, a discuss of 43.2.2 feet to a point on the Westerly boundary of EELWONT PHASE 1.4.

A sold 1976 Syrwig, a discuss of 43.2.2 feet to a point on the Westerly boundary of EELWONT PHASE 1.4.

A sold 1976 Syrwig, a discuss of 43.2.2 feet to a point on the Westerly boundary of EELWONT PHASE 1.4.

A sold 29.2.4.

A sold 29.2.

Containing 21.635 acres, more or less.

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

This pat, as recorded in its graphic form, is the official debiction of the subdivided lands described herein and will in no decurstances be supplanted in authority by any other graphic or definal form of the plat. There may be defined in restrictions that have not recorded on this plat that may be found in the bubble Records of this County. NOTICE

SURVEYOR'S CERTIFICATION

1, the undersigned surveyor, hereby certify that this Plotted Subdividion is a correct representation of the latter being subdivided; that this plat was proposed under my fliction and supprevision and complete with all the survey regulerinents of Chapter 1377, Part. I, Plotted Saturos, and the Hilsborough Courty, Land Development Code; and that Permanent Reference Nonuments (PRA.N.); and or set on the Land of the Chapter 1377, Part. I, Plotted Saturos, and that the "LC.P." (Permanent Control Points) as shown hereon, and that the "LC.P." (Permanent Control Points) as shown within the catalydision as required by said Chapter 137 of the Florida Saturos, of the Chapter 137, 1991 (8) (9), or pursuant to the terms of bond in the survey of the Florida Saturos within the etime allotted in 137, 1991 (8) (9), or pursuant to terms of bond.

AMERRITT, INC., (Certificate of Authorization Number LB7778) 3010 W. Azeele Street, Suite 150 Tampa, Fiorida 33609

Arthur W. Merritt, (License No. LS4498) Honda Professional Surveyor and Mapper

NOTES:

- Worthing and Sexting coordinates (indicated in feet) as shown horeon refer to the State Plane Coordinate System, North American Hortzontol Datum
 of 1983 (NAD 83 1890 ADJUSTNEINT) for the World Zone of Plantag, have been established to a minimum of third order occuracy, and are
 supplemental data only. Originating Coordinates: Stations "DICAN" and "BALM".
- Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundories of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.
- Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalts, driveways, impervious surfaces, paties, decks, pools, all containers, principal, and independent surfaces, surfaces, surfaces, surfaces, surfaces, and landscaping plants other than grass, except for landscaping of stormwater detention and retention pronds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each affected deed.
- All platted unity oscernotes that provided the scenerotts shall also be exsements for the construction, installation, maintananca, and operation of cable television services; provided, however, no said construction, installation, maintenance, and operation of cable television services of an estery, telephone, ass, or other public utility.
- 5. Lands being platted herein are benefited by and subject to the following:

- Nedec of Establishment of the Belmont II Community Development District in Official Records Book 25168, Page 546, as corrected in Official Records Book 2526, page 557.
 CDD Cooperation Agreement in Official Records Book 25289, Page 557.
 Agreement By and Edween the Belmont II Community Development District and Lonnar Homes, LLC, Regarding the Truc-Up and Payment of Sories 2020 Accessments in Official Records Instrument 2020 25124.
 American Debetarding of Convening, Condition, Restrictions and Essentment in Official Records Book 25281, Page 853, as amended in Official Records Instrument 2020204258 and subordinated in Official Records Book 27056, Page 652 and Official Records Enstrument 2020204258 and subordinated in Official Records Book 27056, Page 652 and Official Records Instrument 2020204258 and subordinated in Official Records Book 25217, Page 11057, P

This plat has been approved for recordation.

BOARD OF COUNTY COMMISSIONERS

Chalman Date

CLERK OF CIRCUIT COURT

County of Hillsborough State of Florida

I hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part I of the Florida Statutes and has been flied for record in Plat Book _____, of the Public Records of Hillsborough Courty, Florida.

BY: Deputy Gerk 걸 ឧ BY: Clerk of Circuit Court ay of 뚩|

CLERK FILE NUMBER

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

PLAT APPROVAL: This plat has been reviewed in accordance with the Florida Statutes, Section 177,081 for Chapter conformity. The geometric data has not been verified.

Reviewed by:
Thords Profesional Surveyor and Mapper, Licenze No
Survey Section, Goospatial & Land Acquisition Services Department, Hiltborough County
Survey Section, Goospatial & Land Acquisition Services Department, Hiltborough County

EMERRITY, INC.
LAND SURVEYING & MAPPING
Continue of Authorization Number 13 7778
30.01 Naced States 50th 120
intrings, 1, 33000
intrings, 1, 33000 PHONE (N.D.) ZZ1-SZ00 Job No.: AMI-LCF-BM-016 File: Pt(Sekmont) Purcel F T-Homes

SHEET 1 OF 13 SHEETS

BELMONT TOWNHOMES PARCEL

PAGE

PLAT BOOK

SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: The undersigned, HILLSBORGUCH 301, LLC, a Debaware limited liability company ("HILLSBORGUCH 301"), as the owner of TBACTS "F-1", "F-2" and "G-2" and "G-2" and LENNAR HOMES, LLC, a Florida limited liability company ("LENNAR"), as the owner of TBACTS "F-1", "F-2", "F-2",

Owners do hereby dedicate to the public in general, and to the County all of the Utility Easements, as shown hereon for access and utility purposes and other purposes incidental thereto.

TRACTS %-1", 74-2", "F-1" and "F-2" are hereby reserved by Owners for conveyance by separate instrument to the Belmont II Community Development District, a special purpose unit of local povement extellabled under Chapter 190, florida Statutes (the "District"), or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the let owners within the subdividian. Said tracts are not dedicated to the public and will be maintained by the Owners or such custodial entity.

Owners do hereby grant to the Hillsborough County government and providers of law enforcement, fine emergency, emergency medical, mail, package delivery, solid weste/sanitation, and other similar governmental and quest-governmental services, a non-exclusive access essement over and across TRACTS "A-1", "A-2", "F-1" and "F-2", as shown hereon for ingress and ogress for the performance of their official duties.

Owners do hereby grant to providers of street lights, telephone utilities, alectric utilities, and states and sanitary sewer utilities and servise providers and servise to the construction, installation, and maintenance of utilities and related purposes, for the benefit of the log owners herein.

The (CDD) Drainage Easements as shown hereon are hereby reserved by the Owners for conveyance to the District or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Sold easements are not decisioned by the District.

Fee Interest in TRACTS *8-12" and *8-22" are horsely reserved by LENNAR for conveyance to the Belmont II Community Development District, a special purpose unit of local government established under Chapter 199, Florida Statutes, or other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said tracts are not decleated to the public and will be privately maintained.

Re Interest in TRACTS '9-14", "8-4" and "9-5", are hereby reserved by LENNAR for conveyance to a homeowners' association, the District or other custodial and maintenance entity subsequent to the recording of this plat, for the bonefit of the let owners within the substance of the public and will be privately maintained.

Fee interest in TRACTS "G-1" and "G-2", are hereby reserved by HILLSBOROUGH 301 for the beneated to the lot owners within the subdivision. Said tracts are not dedicated to the public and will be maintained by HILLSBOROUGH 301, its assigns and aucestrant in the subdivision. Said tracts are not dedicated to the public and will be maintained by HILLSBOROUGH 301, its assigns and aucestrant in the subdivision. TPACTS "A-1", "A-2", "B-14", "B-18", "B-2", "B-4", "B-5", "F-2", "G-1" and "G-2" and Private Drainage Easements are subject to any and all eosements, rights of way and tracts dedicated to public use as shown on this plot.

The maintenance of Owner-reserved tracts, areas and easements reserved by Owners will be the maintenance responsibility of the Owners, their assigns and successors in tide.

LENNAR HOMES, LLC, a Florida Ilmited Ilability company - OWNER

Printed Name Witness Printed Name Witness ACKNOWLEDGEMENT: State of Florida, County of ____ Marvin L. Metheny Jr., as Vice President

The foregoing instrument was addrowledged before me by means of □ physical presence or □ online notarization, this of a day of 0.00 of 100 online on

My Commission expires: Commission Number: Notary Public, State of Florida at Large (Printed Name of Notary)

LOSEPHENTS, BUFFERS AND OTHER SIGH LABELS AND DIMENSIONS OF A PARALLEL INTURE AS SHOWN HEREON AND INDICATED 70 THE WEAREST FOOT (TEE 5' UTLITF EASTHERIN) ARE ASSIMBLY ON BE THE SAME NOTHINGENEED THE SAME NO GREATER OR LESSER WALLE.

NO GREATER OR LESSER WALLE.

THIS SAME STANDARD OT A PRIVIT OTHER STANDARD DIMENSIONS.

THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

9'---

PARALLEL OPPSET DIMENSIONS NOTE:

HILLSBOROUGH 301, LLC, a Delaware limited liability company - OWNER

Witness	Printed Name	
Witness	Printed Name	
Graydon E. Mars, Vice President		ACKNOWLEDGEMENT: State of Florida, County of _

	Commission Number:
(Princed Mame of Modary)	

sslon expires:

HMERRITT, INC.
LAND BURVEYING & MAPPING
CORRIGHO & CARDONADON NUMBER 13778
3010 W. ARRESTORE, STORE 1378
PROF. (1933) 223-2330
PROF. (1933) 223-2330

SHEET 2 OF 13 SHEETS

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "A-1"	(CDD) RIGHT-OF-WAY	1.313 Ac.±
TRACT "A-2"	(CDD) RIGHT-OF-WAY	2.952 Ac.±
TRACT "8-1"	(CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA; OTHER SURFACE WATER/WETLAND CONSERVATION AREA; UTILITY EASEMENT	1.217 AC.±
TRACT "B-1A"	(HOA) OPEN SPACE; (CDD) DRAINAGE EASEMENT; UTILITY EASEMENT	1,269 Ac.±
TRACT 'B-1B"	(CDD) DRAINAGE AREA; UTILITY EASEMENT	2.225 AC±
TRACT "B-2"	(CDD) DRAINAGE AREA; UTILITY EASEMENT	0.654 Ac.★
TRACT 'B-3"	(HOA) OPEN SPACE; UTILITY EASEMENT; (CDD) DRAINAGE EASEMENT	0.218 AC.±
TRACT "B-4"	(HOA) OPEN SPACE	0,525 Ac.±
TRACT "B-5"	(HOA) OPEN SPACE; UTILITY EASEMENT	0.091 Ac.±
TRACT "F-1"	(CDD) RIGHT-OF-WAY	0.662 Ac.±
TRACT "F-2"	(CDD) RIGHT-OF-WAY	0.174 Ac.±
TRACT "G-1"	UTILITY AND LANDSCAPE AREA	0.265 Ac.±
TRACT "G-2"	UTILITY AND LANDSCAPE AREA	0.132 Ac.±

