

SUBJECT: Creek Ridge Preserve Phase 1
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 11, 2021
CONTACT: Lee Ann Kennedy

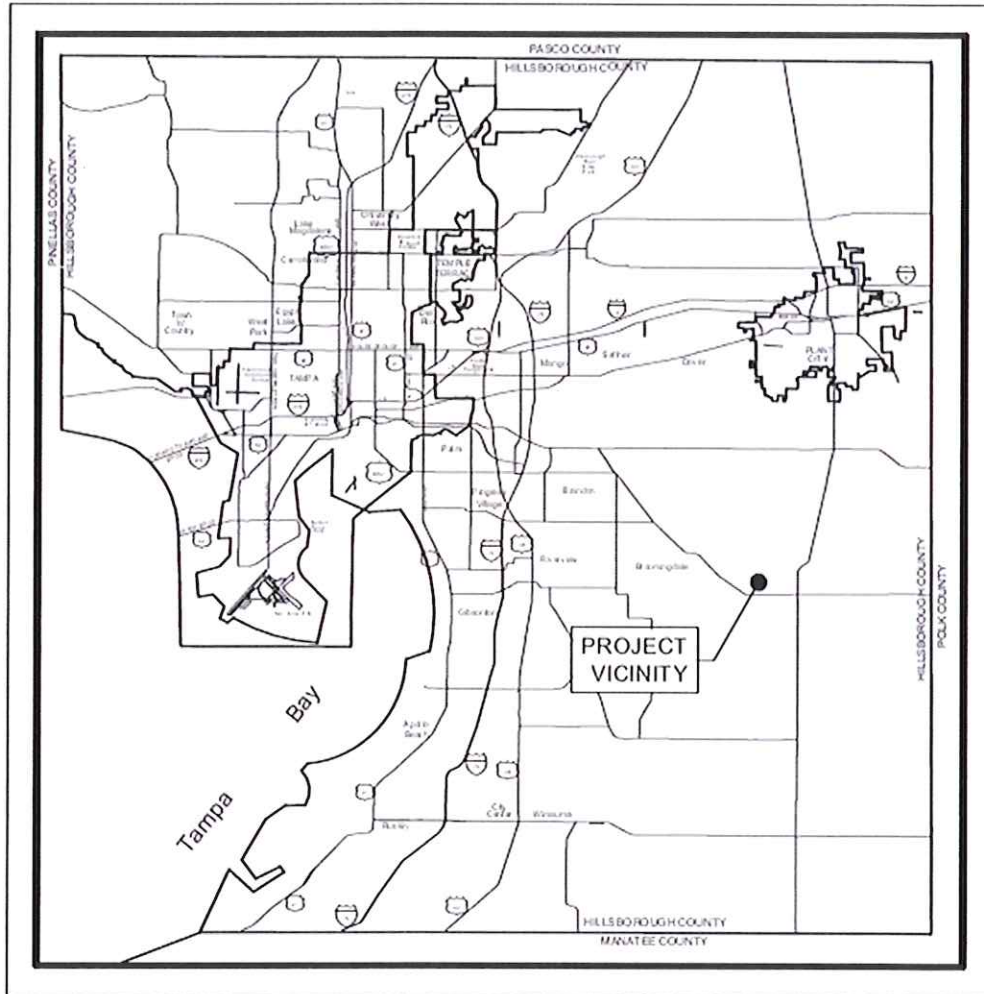
RECOMMENDATION:

Accept the plat for recording for Creek Ridge Preserve Phase 1, located in Section 23, Township 30, and Range 21, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water, wastewater and off-site roadway) 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 Letter of Credit in the amount of \$30,518.43, a Warranty Letter of Credit in the amount of \$170,191.36, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Letter of Credit for Placement of Lot Corners in the amount of \$3,000.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On September 15, 2020, Permission to Construct Prior to Platting was issued for Creek Ridge Preserve Phase 1. The developer has submitted the required Letters of Credit, which the County Attorney's Office has reviewed and approved. The developer is Preserve Development Partners, LLC and the engineer is Landmark Engineering & Surveying Corporation.

CREEK RIDGE PRESERVE PHASE 1



Vicinity Map
NOT TO SCALE



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

This Agreement is made and entered into this _____ day of _____, 2021, by and between **Preserve Development Partners, LLC** hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **Creek Ridge Preserve Phase 1** ; and

WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as **Creek Ridge Preserve Phase 1** are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat and as required for approval of the subdivision, in accordance with the specifications found in the aforementioned LDC and required by the County; and

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the **Creek Ridge Preserve Phase 1** Subdivision; and

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):

| | | |
|---|---|--|
| <input checked="" type="checkbox"/> Roads/Streets | <input checked="" type="checkbox"/> Water Mains/Services | <input type="checkbox"/> Stormwater Drainage Systems |
| <input checked="" type="checkbox"/> Sanitary Gravity Sewer System | <input type="checkbox"/> Sanitary Sewer Distribution System | <input type="checkbox"/> Bridges |
| <input type="checkbox"/> Reclaimed Water Mains/Services | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Other: Offsite Streets |
| _____ and | | |

WHEREAS, the County requires the Subdivider to warranty the aforementioned Improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

WHEREAS, the County requires the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with Creek Ridge Preserve Phase I Subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the Improvements constructed in connection with Creek Ridge Preserve Phase I Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number 90573583, dated April 2, 2021, with CenterState by order of Preserve Development Partners, LLC,
 - b. A Performance Letter of Credit, dated April 2, 2021 with Preserve Development Partners, LLC as Principal, and CenterState as Surety, and
 A Warranty Bond, dated _____ with _____ as Principal, and _____ as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Creek Ridge Preserve Phase 1 at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the twelve (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 these presents, this _____ day of March, 2021.

ATTEST:

Kira Christiano
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

Kira Christiano
Printed Name of Witness

Jorge L. Tomasco
Witness' Signature

Jorge L. Tomasco
Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Reed Fischbach
Name (typed, printed or stamped)

Manager
Title

510 Vanderburg Drive, Suite 208, Brandon, FL 33511
Address of Signer

813-662-1558 ext 2

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

[Signature]
BY _____

Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization this 5 day of April, 2021, by Reed Fischbach, Manager of Preserve Development Partners, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

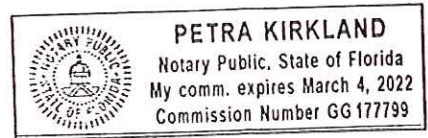
Sign: Petra Kirkland (Seal)

Print: Petra Kirkland

Title or Rank: Notary

Serial Number, if any: _____

My Commission Expires: 3-4-2022





LETTER OF CREDIT FOR PERFORMANCE

Date: April 2, 2021

IRREVOCABLE LETTER OF CREDIT NUMBER: 90573580

Board of County Commissions of Hillsborough County

Gentlemen:

We hereby authorize you to draw on (CenterState Bank of Florida, N.A. 1815 SR 60 East, Valrico, FL) up to an aggregate amount of **Thirty Thousand Five Hundred Eighteen and 43/100 Dollars (30,518.43)** for the account of **Preserve Development Partners, LLC** available by your drafts on sight accompanied by a certificate in duplicate, bearing the signature of an authorized representative of the Hillsborough County Development Services Department stating that Preserve Development Partners, LLC has failed to complete the improvement facilities in accordance with the Hillsborough County Land Development Code and in accordance with the approved plans and specifications of file in the Hillsborough County Development Services Department Office, as required by the County prior to final approval and acceptance by the County for the certain area of land within Hillsborough County, known as **Creek Ridge Preserve Phase 1** as per plat on file in the official records of Hillsborough County.

The return of this letter of credit will be governed by the terms contained in the Hillsborough County Land Development Code.

We hereby agree to notify you in writing sixty (60) days prior to termination of this letter of credit.

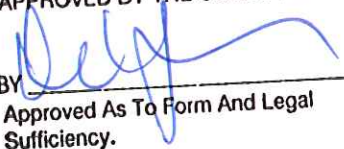
This letter of credit is subject to the Auniform customs and practice for documentary credits (2007 Revision) International Chamber of Commerce Publication No. 600, as amended.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored on presentation to the drawees if negotiated on or before **June 11, 2022** or presented at this office together with this letter of credit on or before that date. The amount of any draft drawn under this letter of credit must be endorsed on the reverse side thereof.

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 11, 2022.

Regards,

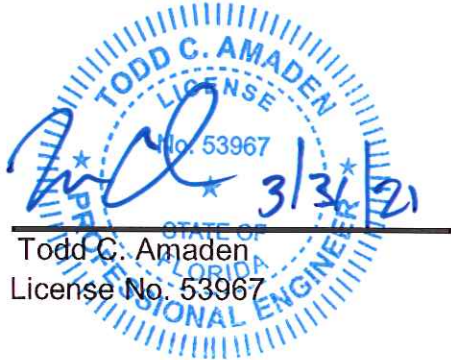

Susan R Gay
Vice President
Commercial Relationship Manager

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CREEK RIDGE SUBDIVISION PHASE 1
PERFORMANCE ESTIMATE

SUMMARY

| | |
|--------------------------|-------------|
| STREET IMPROVEMENTS | \$24,414.74 |
| TOTAL | \$24,414.74 |
| 125% PERFORAMNCE BONDING | \$30,518.43 |



Todd C. Amaden
License No. 53967

**CREEK RIDGE PHASE 1
PERFORMANCE ESTIMATE**

12/9/14

SCHEDULE A - STREET IMPROVEMENTS

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|-----------------------------------|-------------|-------------|
| 1 | 1 | LS | Signage & Striping - LS | \$14,120.85 | \$14,120.85 |
| 2 | 1 | LS | Signage & Striping - LS (Offsite) | \$10,293.89 | \$10,293.89 |

TOTAL STREET IMPROVEMENTS **\$24,414.74**



WARRANTY LETTER OF CREDIT

Date: April 2, 2021

IRREVOCABLE LETTER OF CREDIT NUMBER: 90573583

Board of County Commissioners of Hillsborough County

Gentlemen:

We hereby authorize you to draw on (CenterState Bank of Florida, N.A. 1815 SR 60 East, Valrico, Florida) up to an aggregate amount of **One Hundred Seventy Thousand One Hundred Ninety One and 39/100 Dollars (170,191.36)** for the account of **Preserve Development Partners, LLC** available by your drafts on sight accompanied by a certificate, bearing the signature of an authorized representative of the **Hillsborough County Planning and Growth Management Department** stating:

Preserve Development Partners, LLC has caused to be constructed defective improvement facilities (roads, drainage, water, wastewater) in **Creek Ridge Preserve Phase 1** and has failed to correct such defects within the allotted warranty period prescribed by the Hillsborough County Land Development Code.

The return of this letter of credit will be governed by the terms contained in the Hillsborough County Land Development Code.

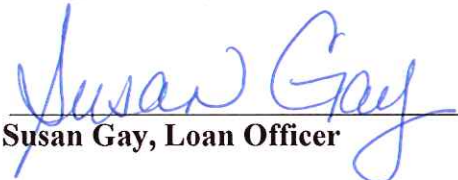
We hereby agree to notify you in writing sixty (60) days prior to termination of this letter of credit.

This letter of credit is subject to the uniform customs and practice for documentary credits (2007 Revision) International Chamber of Commerce Publication No. 600, as amended.

We hereby agree with the drawers, endorser and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored on presentation to the drawees at this office together with this letter of credit on or before **June 11, 2024**. The amount of any draft drawn under this letter of credit must be endorsed on the reverse side hereof.

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

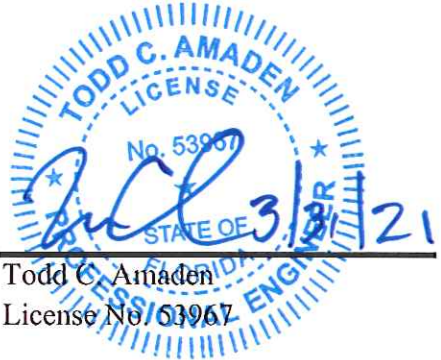

Susan Gay, Loan Officer

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 11, 2024.

**CREEK RIDGE SUBDIVISION
PHASE 1 and OFFSITE
WARRANTY ESTIMATE**

SUMMARY

| | |
|---|----------------|
| SCHEDULE A - OFF-SITE STREET IMPROVEMENTS | \$152,625.88 |
| SCHEDULE B - STORM DRAINAGE SYSTEM | \$0.00 |
| SCHEDULE C - WATER DISTRIBUTION SYSTEM | \$465,882.23 |
| SCHEDULE D - SANITARY SEWER SYSTEM | \$1,083,405.46 |
| TOTAL (SCHEDULES A - E) | \$1,701,913.57 |
| 10% WARRANTY BONDING | \$170,191.36 |



Todd C. Amaden
License No. 53967

**CREEK RIDGE SUBDIVISION
PHASE 1 and OFFSITE
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|-----------------------------------|-------------|-------------|
| 1 | 1,330 | | Pave 1 1/2" SP-12.5 Asphalt - Sub | \$17.20 | \$22,876.00 |
| 2 | 1,152 | | Road Base Crushed Concrete 06" | \$12.23 | \$14,088.96 |
| 3 | 1,330 | | Road Base Crushed Concrete 10" | \$21.15 | \$28,129.50 |
| 4 | 2,482 | | Subgrade Stabilized 12" | \$7.63 | \$18,937.66 |
| 5 | 5,274 | | Pave 1" Type SP-9.5 Asphalt - Sub | \$7.87 | \$41,506.38 |
| 6 | 128 | | Concrete Curb Type F | \$20.88 | \$2,672.64 |
| 7 | 1 | | Signage & Striping - LS | \$24,414.74 | \$24,414.74 |
| 8 | | | | | \$0.00 |
| 9 | | | | | \$0.00 |
| 10 | | | | | \$0.00 |
| | | | | | |

TOTAL STREET IMPROVEMENTS \$152,625.88

**CREEK RIDGE SUBDIVISION
PHASE 1 and OFFSITE
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|-------------|-----------|------------|
| 1 | | | Private | | \$0.00 |
| | | | | | |

TOTAL STORM DRAINAGE SYSTEM **\$0.00**

**CREEK RIDGE SUBDIVISION
PHASE 1 and OFFSITE
WARRANTY ESTIMATE**

SCHEDULE C - WATER DISTRIBUTION SYSTEM

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|--|------------|--------------|
| 1 | 2811 | | PW 12" Ductile Iron Pipe Offsite | \$70.69 | \$198,709.59 |
| 2 | 1287 | | PW 10" Ductile Iron Pipe Offsite | \$54.33 | \$69,922.71 |
| 3 | 471 | | PW PVC (DR-18) 12" | \$26.53 | \$12,495.63 |
| 4 | 2075 | | PW PVC (DR-18) 08" | \$15.38 | \$31,913.50 |
| 5 | 1256 | | PW PVC (DR-18) 06" | \$10.91 | \$13,702.96 |
| 6 | 451 | | PW PVC (DR-18) 04" | \$7.80 | \$3,517.80 |
| 7 | 152 | | PW PVC (DR-18) 02" Lift Station Service | \$23.83 | \$3,622.16 |
| 8 | 6 | | Potable Water Gate Valves 12" (All) | \$2,741.40 | \$16,448.40 |
| 9 | 1 | | Potable Water Gate Valves 10" (All) Cut In Valve | \$2,004.56 | \$2,004.56 |
| 10 | 10 | | Potable Water Gate Valves 08" (All) | \$1,686.05 | \$16,860.50 |
| 11 | 3 | | Potable Water Gate Valves 06" (All) | \$1,391.05 | \$4,173.15 |
| 12 | 1 | | Potable Water Fittings 12" | \$8,450.61 | \$8,450.61 |
| 13 | 1 | | Potable Water Fittings 08" | \$5,738.03 | \$5,738.03 |
| 14 | 1 | | Potable Water Fittings 06" | \$2,279.10 | \$2,279.10 |
| 15 | 1 | | Potable Water Fittings 04" | \$1,200.91 | \$1,200.91 |
| 16 | 3 | | PW Tee's 8" | \$807.78 | \$2,423.34 |
| 17 | 1 | | PW Tee's 12" | \$1,847.76 | \$1,847.76 |
| 18 | 10 | | Fire Hydrant Assembly | \$4,576.42 | \$45,764.20 |
| 19 | 32 | | PW Services Water Single Short | \$382.56 | \$12,241.92 |
| 20 | 21 | | PW Services Water Single Long | \$499.16 | \$10,482.36 |
| 21 | 2 | | PotableWater Blowoffs (Permanent) | \$1,041.52 | \$2,083.04 |

TOTAL WATER DISTRIBUTION SYSTEM **\$465,882.23**

**CREEK RIDGE SUBDIVISION
PHASE 1 and OFFSITE
WARRANTY ESTIMATE**

SCHEDULE D - SANITARY SEWER SYSTEM

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|--------------------------------------|--------------|--------------|
| 1 | 52 | LF | SS PVC (SDR-26) 08" 00-06' | \$17.98 | \$934.96 |
| 2 | 213 | LF | SS PVC (SDR-26) 08" 06-08' | \$18.62 | \$3,966.06 |
| 3 | 101 | LF | SS PVC (SDR-26) 08" 08-10' | \$19.32 | \$1,951.32 |
| 4 | 236 | LF | SS PVC (SDR-26) 08" 10-12' | \$23.15 | \$5,463.40 |
| 5 | 457 | LF | SS PVC (SDR-26) 08" 12-14' | \$24.47 | \$11,182.79 |
| 6 | 149 | LF | SS PVC (SDR-26) 08" 14-16' | \$54.02 | \$8,048.98 |
| 7 | 98 | LF | SS PVC (SDR-26) 08" 16-18' | \$65.48 | \$6,417.04 |
| 8 | 304 | LF | SS PVC (SDR-26) 08" 18-20' | \$79.49 | \$24,164.96 |
| 9 | 490 | LF | SS PVC (SDR-26) 08" 20-22' | \$99.08 | \$48,549.20 |
| 10 | 748 | LF | SS PVC (SDR-26) 08" 22-24' | \$106.10 | \$79,362.80 |
| 11 | 182 | LF | SS PVC (SDR-26) 08" 24-26' | \$113.11 | \$20,586.02 |
| 12 | 156 | LF | SS PVC (C-900) 10" 18-20' | \$83.24 | \$12,985.44 |
| 13 | 319 | LF | SS PVC (C-900) 10" 20-22' | \$102.82 | \$32,799.58 |
| 14 | 1 | EA | SS Manhole 4' Dia 00-06 (Unlined) | \$3,069.58 | \$3,069.58 |
| 15 | 1 | EA | SS Manhole 4' Dia 06-08 (Unlined) | \$3,346.66 | \$3,346.66 |
| 16 | 1 | EA | SS Manhole 4' Dia 10-12 (Unlined) | \$4,255.99 | \$4,255.99 |
| 17 | 3 | EA | SS Manhole 4' Dia 12-14 (Unlined) | \$4,627.51 | \$13,882.53 |
| 18 | 1 | EA | SS Manhole 5' Dia 16-18 (Unlined) | \$6,687.18 | \$6,687.18 |
| 19 | 2 | EA | SS Manhole 5' Dia 18-20 (Unlined) | \$7,336.56 | \$14,673.12 |
| 20 | 5 | EA | SS Manhole 5' Dia 20-22 (Unlined) | \$7,228.84 | \$36,144.20 |
| 21 | 2 | EA | SS Manhole 5' Dia 22-24 (Unlined) | \$7,857.36 | \$15,714.72 |
| 22 | 2 | EA | SS Manhole 5' Dia 24-26 (Unlined) | \$8,130.81 | \$16,261.62 |
| 23 | 1 | EA | SS Outside Drop Manhole 5' 22-24' | \$10,419.63 | \$10,419.63 |
| 24 | 30 | EA | Sewer Services Single (8"x6") | \$799.35 | \$23,980.50 |
| 25 | 10 | | Sewer Services Double (8"x6") | \$957.07 | \$9,570.70 |
| 26 | 1 | | Lift Station w/Liner 72" Dia. 26-28" | \$470,409.19 | \$470,409.19 |
| 27 | 9687 | | FM PVC Pipe 04" | \$11.77 | \$114,015.99 |
| 28 | 13 | | FM Plug Valve 04" | \$989.95 | \$12,869.35 |
| 29 | 1 | | FM Fittings 04" | \$13,556.63 | \$13,556.63 |
| 30 | 162 | | FM Jack & Bore 12" | \$358.86 | \$58,135.32 |

TOTAL SANITARY SEWER SYSTEM

\$1,083,405.46

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

This Agreement made and entered into this _____ day of _____, 2021, by and between Preserve Development Partners, LLC, hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC", pursuant to authority contained in Chapters 125, 163 and 177 Florida Statutes; and

WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **Creek Ridge Preserve Phase 1** Subdivision; and

WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as **Creek Ridge Preserve Phase 1** are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS the Subdivider agrees to install the aforementioned lot corners in the platted area.

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, and to gain approval of the County to record said plat, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **Creek Ridge Preserve Phase 1** within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number 90573586, dated April 2, 2021, with CenterState, by order of Preserve Development Partners, LLC, or
 - b. A Performance Bond, dated _____, with _____, as Principal, and _____ as Surety, or
 - c. Escrow Agreement, dated _____, between _____ and the County, or
 - d. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as **Creek Ridge Preserve Phase 1** at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of March, 2021.

ATTEST:

Petra Kirkland
Witness Signature

Petra Kirkland
Printed Name of Witness

Kira Christiano
Witness Signature

Kira Christiano
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Reed Fischbach
Printed Name of Signer

Manager
Title of Signer

510 Vanderbilt Drive, Suite 208, Bradon, FL 33511
Address of Signer

813-546-1000
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5 day of April, 2021, by Reed Fischbach, Manager of Preserve Development Partners, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

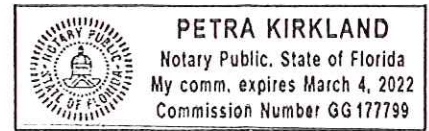
Sign: Petra Kirkland (Seal)

Print: Petra Kirkland

Title or Rank: Notary

Serial Number, if any: _____

My Commission Expires: 3-4-2022





LETTER OF CREDIT FOR PERFORMANCE (PLACEMENT OF LOT CORNERS)

Date: April 2, 2021

IRREVOCABLE LETTER OF CREDIT NUMBER:90573586

Board of County Commissions of Hillsborough County

Gentlemen:

We hereby authorize you to draw on (CenterState Bank of Florida, N.A. 1815 SR 60 East, Valrico, Florida) up to an aggregate amount of Three Thousand and NO/100 (\$3,000.00) for the account of Preserve Development Partners, LLC, available by your drafts on sight accompanied by a certificate in duplicate, bearing the signature of an authorized representative of the Hillsborough County Planning and Growth Management Department, stating that (Developer or trustee) has failed to complete by **June 11, 2022** placement of lot corners as required by the County and Florida Statute, for the certain area of land within Hillsborough County, known as Creek Ridge Preserve Phase 1 as per plat on file in the official records of Hillsborough County.

The return of this letter of credit will be governed by the terms contained in the Hillsborough County Land Development Code.

We hereby agree to notify you in writing sixty (60) days prior to termination of this letter of credit.

This letter of credit is subject to the uniform customs and practice for documentary credits \cong (2007 Revision) International Chamber of Commerce Publication No. 600, as amended.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored on presentation to the drawees if negotiated on or before (a date 30 days after the completion date) or presented at this office together with this letter of credit on or before that date. The amount of any draft drawn under this letter of credit must be endorsed on the reverse side thereof.

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL JUNE 11, 2022.

Regards,

Susan R Gay
Vice President
Commercial Relationship Manager

APPROVED BY THE COUNTY ATTORNEY

BY
Approved As To Form And Legal
Sufficiency.

**CREEK RIDGE PRESERVE PHASE 1
PERFORMANCE ESTIMATE - LOT CORNERS**

LOT CORNERS

| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT COST | TOTAL COST |
|------|----------|------|-------------|-----------|------------|
| 1 | 48 | EA | LOT CORNERS | \$50.00 | \$2,400.00 |

TOTAL LOT CORNERS **\$2,400.00**

125% PERFORMANCE BONDING **\$3,000.00**



Todd C. Amaden
License No: 63967

CREEK RIDGE PRESERVE - PHASE 1

A SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 21 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

DEDICATION:

The undersigned, as owner of the lands plotted herein does hereby dedicate this plot of Creek Ridge - Phase 1 for record. Further, the owner does hereby dedicate to public use Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" and all those easements designated on the plat as "public". The undersigned further makes the following dedications and reservations:

The Private Drainage Easements are hereby reserved by owner for convenience to a Homeowners' Association or other similar organization and shall be maintained for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and will be privately maintained.

Fee Interest in Tracts "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" is hereby reserved by owner for convenience to a Homeowners' Association 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 "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", "Y", "Z" and the Private Drainage Easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of streets, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns and its successors in title.

The private roads and rights of way shown hereon as Tract "B" are not dedicated to the public but are hereby reserved by owner for convenience to a Homeowners' Association, or other custodial and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners and their heirs and assigns. Said right of access for ingress and egress will extend to lot owners within all phases and units, both existing and future, of this development.

Owner hereby grants to Hillsborough County government and all providers of fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental services, a non-exclusive access easement over and across the land, roads and rights of way within Tract "B" as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities, water and sanitary sewer utilities, internet service providers and cable television utilities, and other public and quasi-public utilities, a non-exclusive easement over, across and under the Utility Easements as shown hereon for the construction, maintenance and operation of underground utilities.

Owner does hereby grant to Hillsborough County and all providers of street lights, telephone utilities, electric utilities, water and sanitary sewer utilities, internet service providers and cable television utilities, and other public and quasi-public utilities, a non-exclusive access easement over and across, and a non-exclusive utility easement over, across and under, Tract "B" as shown hereon, for the construction, maintenance and operation of underground utilities.

OWNER:

Preserve Development Partners, LLC, a Florida limited liability company

WITNESSES _____

WITNESSES _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY, THAT ON _____ APPROVED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE INFORMATION, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY PROVIDED, BY MEANS OF PHYSICAL PRESENCE,

OF PUBLIC DEVELOPMENT PARTNERS, LLC WHO IS _____ / IS NOT _____ PERSONALLY KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO DECLINED THE FOLLOWING EXAMINATION AND SOLEMNLY ACKNOWLEDGED THE DECISION THEREOF TO BE THEIR FREE ACT AND DEED FOR THE REASONS AND PURPOSES HEREIN EXPRESSED, AND DID NOT TAKE THE OATH.

NOTARY PUBLIC:

SIGN: _____ (PSU)

PRINT: _____

TITLE OR NAME: _____

SIGNATURE, IF ANY: _____

BY COMMISSION EXPIRES: _____

DESCRIPTION:

A portion of the West 1/2 of the Southeast 1/4 of Section 23, Township 30 South, Range 21 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the South 1/4 corner of said Section 23; thence N.00°03'45"E., 60.43 feet along the Western boundary line of the Southeast 1/4 of said Section 23 to the POINT OF BEGINNING and the Northern right-of-way line of LITHIA PINECREST ROAD (STATE ROAD NO. 640); thence continue N.00°03'45"E., 1814.60 feet along said Western boundary line, said line also being the Eastern boundary line of FRIS HAWK TRAILS UNIT 5, as recorded in Plat Book 90, Page 4, of the Public Records of Hillsborough County, Florida; thence N.03°-10'5", 1519.00 feet to the Western boundary line of BARGER ESTATES, as recorded in Plat Book 122, Pages 103-105, of the Public Records of Hillsborough County, Florida; thence S.00°02'02"E., 1222.88 feet along said Western boundary line; thence S.89°58'43"W., 333.63 feet; thence S.00°01'29"E., 622.01 feet to the Northern right-of-way line of said LITHIA PINECREST ROAD (STATE ROAD NO. 640); thence S.89°50'57"W., 988.52 feet along said Northern right-of-way line to the POINT OF BEGINNING.

Containing 50.70 Acres, more or less.

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHURCH _____ DATE _____

PLAT APPROVAL:

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

FLORIDA PROFESSIONAL SURVEYOR AND MAPS, LICENSE # _____ SURVEY SECTION, CORPORAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH STATE OF FLORIDA
THIS PLAT HAS BEEN FILED FOR RECORDATION IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ CLERK OF CIRCUIT COURT

THIS _____ DAY OF _____ 20____

CLERK FILE NUMBER _____

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THE PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND AS DESCRIBED THEREIN, AND THAT THE PLAT COMES WITHIN THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE. THAT PERMANENT REFERENCE MARKS (P.R.M.) WERE SET ON THE _____ DAY OF _____ 20____ AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (C.P.) AND LOT CORNERS WERE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH STANDARD OF PRACTICE.

STEVY R. FOWLER, ES QJIS
FLORIDA REGISTERED SURVEYOR

LANDMARK ENGINEERING & SURVEYING CORPORATION
6015 PALM BEACH ROAD, SUITE 3000
WEST PALM BEACH, FLORIDA 33411
CORPORATE OFFICE: (561) 861-1000



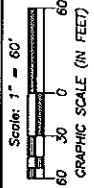
9515 Palm River Road
Tampa, Florida 33619
(813) 664-1000 (fax)
www.landmark.com
Lic. # 3913

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL VERSION OF THE SUBDIVISION LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CREEK RIDGE PRESERVE - PHASE 1

A SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 21 EAST
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK: _____ PAGE: _____



- LEGEND**
- FRAMING CONCRETE MONUMENT (N.B. SET IN 2013 (PLEASE REFER TO NOTES))
 - SET 4" CONCRETE MONUMENT (N.B. SET IN 2013)
 - SET PLY NAIL & DISK (P.N.)
 - FOUND PLY NAIL & DISK (F.N.)
 - SET 5/8" IRON ROD TO 2013
 - COMMON CONTROL POINT (C.P.)
 - SET TO 2013 PLY NAIL & DISK (P.N.)
 - POINT OF INTERSECTION ON CURVE (P.O.I.)
 - BOUNDARY LINE
 - UTILITY LOCATION
 - UTILITY CASING
 - DRAINAGE CASING
 - DRAINAGE MONUMENT
 - ADJACENT BLOCK NUMBER

SEE SHEET 2 FOR PLAT NOTES AND KEY MAP.

- (M) = NON-RIGID
- (R) = RECORDED PLAT INFORMATION
- (C) = CENTERLINE
- (O/A) = OVER ALL
- (P) = POINT OF INTERSECTION
- (D) = DRAINAGE RECORD
- (D.E.) = DRAINAGE EXCAVATION
- (E.P.) = ENVIRONMENTAL PROTECTION
- (P.M.) = FOUND CONCRETE MONUMENT
- (P.N.) = FOUND PLY NAIL & DISK
- (F.N.) = FOUND PLY NAIL & DISK
- (P.N.) = FOUND PLY NAIL & DISK
- (P.N.) = FOUND PLY NAIL & DISK
- (L.S.) = LANSBOROUGH SURVEY
- (N.A.S.) = NORTH AMERICAN DATUM 1983
- (N.T.S.) = NOT TO SCALE
- (N.F.) = NORTH FACE
- (P.O.C.) = POINT OF COMMENCEMENT
- (P.O.I.) = POINT OF INTERSECTION
- (P.O.M.) = POINT OF MONUMENT
- (P.O.R.) = POINT OF REVISION
- (R.M.) = REFERENCE MONUMENT
- (S.M.) = SET PLY NAIL & DISK TO 2013
- (S.W.F.) = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
- (T.P.) = TRIPLE

NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. FALLS IN THE TOP OF A SANITARY MANHOLE OR OTHER UTILITY STRUCTURE AND IT CAN NOT BE SET, THE P.C.P. LOCATION SHALL BE THE LOCATION OF TWO LINES THAT INTERSECT AT THE P.C.P. LOCATION.

P.C.P. LOCATION

P.L.S. MANHOLE TOP (TYPICAL)

(P.L.S. MANHOLE & DISK TO 2013 - TYPICAL) REFERENCE POINT

P.C.P. - REFERENCE DIAGRAM

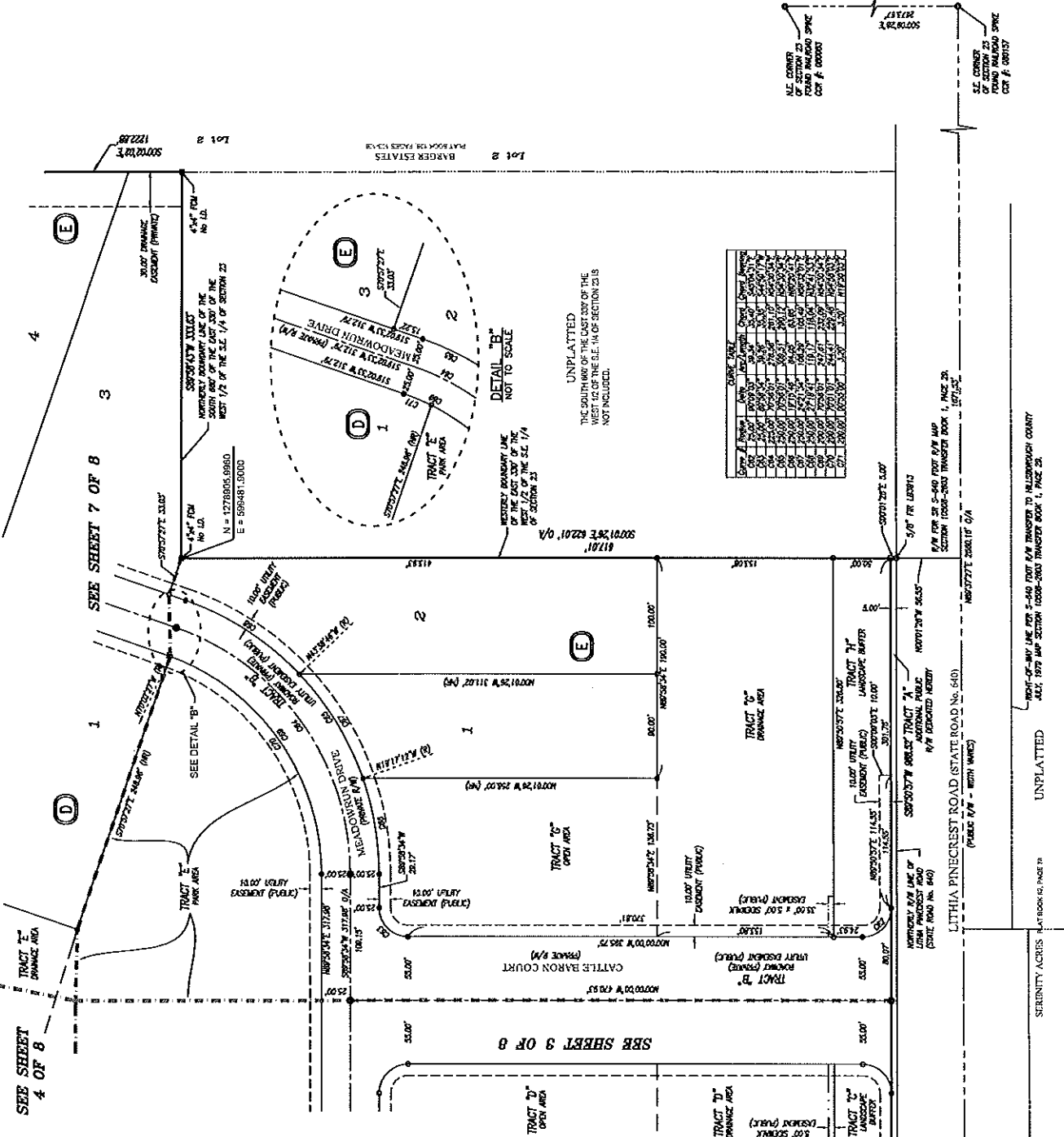
NOT TO SCALE

LANDMARK
Engineering & Surveying Corporation

6515 Palm River Road
Tampa, Florida 33619
(813) 854-7941

www.landmark.com L.S. # 2913

Sheet 6 of 8



CURVE DATA

| Curve No. | Stationing | Radius (ft) | Angle (deg) | Chord (ft) | Delta (deg) |
|-----------|-------------------|-------------|-------------|------------|-------------|
| 1 | 1170.00 - 1175.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 2 | 1175.00 - 1180.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 3 | 1180.00 - 1185.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 4 | 1185.00 - 1190.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 5 | 1190.00 - 1195.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 6 | 1195.00 - 1200.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 7 | 1200.00 - 1205.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 8 | 1205.00 - 1210.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 9 | 1210.00 - 1215.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 10 | 1215.00 - 1220.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 11 | 1220.00 - 1225.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 12 | 1225.00 - 1230.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 13 | 1230.00 - 1235.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 14 | 1235.00 - 1240.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 15 | 1240.00 - 1245.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 16 | 1245.00 - 1250.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 17 | 1250.00 - 1255.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 18 | 1255.00 - 1260.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 19 | 1260.00 - 1265.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 20 | 1265.00 - 1270.00 | 117.00 | 180.00 | 234.00 | 180.00 |
| 21 | 1270.00 - 1275.00 | 117.00 | 180.00 | 234.00 | 180.00 |

DETAIL 'A'
NOT TO SCALE

DETAIL 'B'
NOT TO SCALE

UNPLATTED

UNPLATTED

SEE SHEET 4 OF 8

SEE SHEET 3 OF 8

SEE SHEET 7 OF 8

SEE SHEET 2 OF 8

