

SUBJECT: South Creek Phase 3A Townhomes **PI#5946**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: April 8, 2025
CONTACT: Lee Ann Kennedy

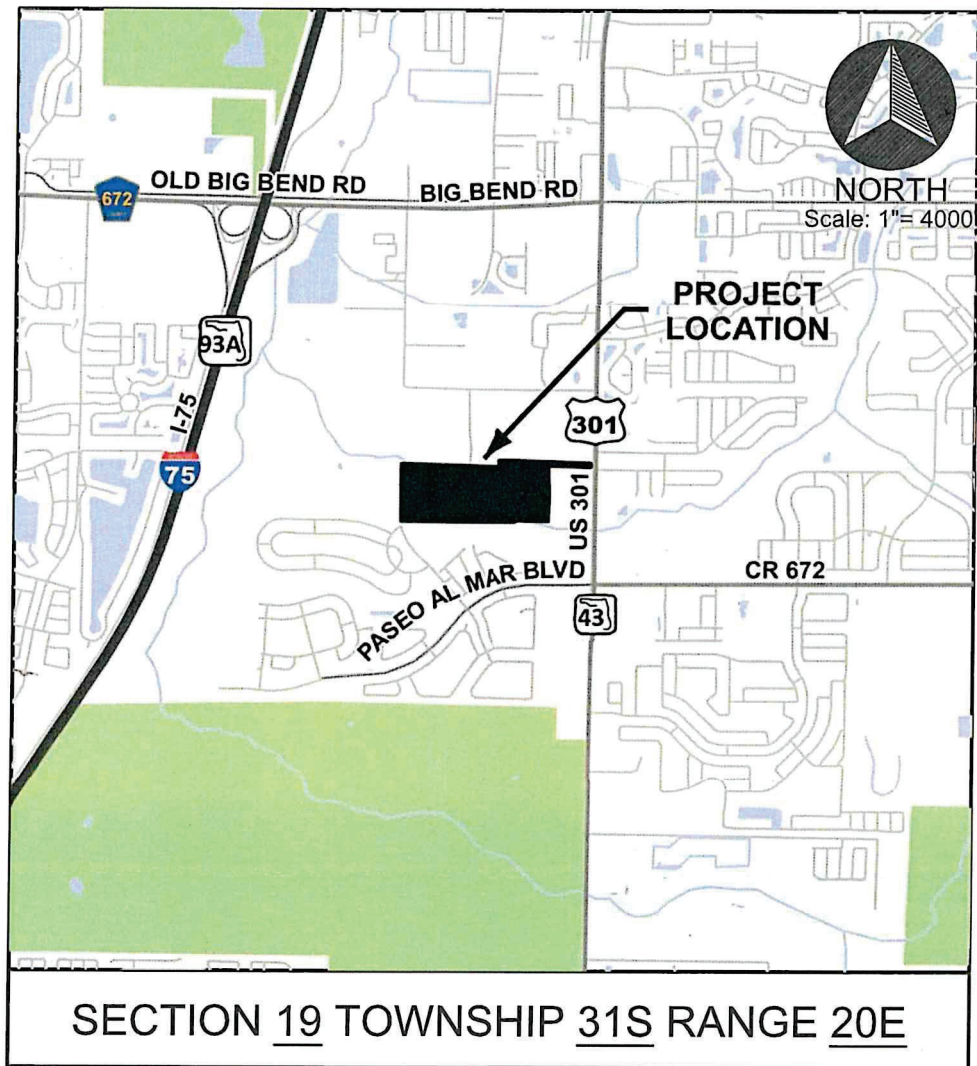
RECOMMENDATION:

Accept the plat for recording for South Creek Phase 3A Townhomes, 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 (off-site sidewalks, 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 \$374,811.00, a Warranty Bond in the amount of \$8,268.00 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 \$13,840.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

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

BACKGROUND:

On May 24, 2024, Permission to Construct Prior to Platting was issued for South Creek Phase 3A Townhomes, after construction plan review was completed on April 18, 2024. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is KL Simmons Village, LLC and the engineer is Halff.



LOCATION MAP

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
KL Simmons Village, LLC _____, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phase
3A Townhomes (hereafter, the "Subdivision"); and

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

WHEREAS, the off-site and on-site improvements required by the LDC in connection with the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

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

WHEREAS, the Subdivider agrees to build and construct the aforementioned off-site and on-site improvements as required in connection with the Subdivision; and

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

Sanitary FM, Potable Water, Sidewalk

(hereafter, the "County Improvements"); and

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements required within and in connection with the Subdivision, within Six (6) months

from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____ and number _____ dated _____, with _____ by order of _____
 - b. A Performance Bond, number 5074077 dated, 02/07/25 with _____ KL SIMMONS VILLAGE, LLC as Principal, and GREAT AMERICAN INSURANCE COMPANY as Surety, or A Warranty Bond, number 5074079 dated, 02/07/25 with _____ KL SIMMONS VILLAGE, LLC as Principal, and GREAT AMERICAN INSURANCE COMPANY as Surety, or
 - c. Cashier/Certified Checks, number _____, dated _____ and _____ dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those on-site and off-site improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

7. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective County Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the Improvements for maintenance upon proper completion, approval by the County's Development Review Division of the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the County improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two (2) years from the date of the final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Austin Berns

Printed Name of Witness

Witness Signature

Tiffany Brodbeck

Printed Name of Witness

KL Simmons Village, LLC, a Florida limited liability company

By: **Eisenhower Management, Inc**, a Florida Corporation, its Manager

By

Nicholas J. Dister, as Vice President

111 S. Armenia Ave.

Address of Signer

813-849-8700

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____

Deputy Clerk

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

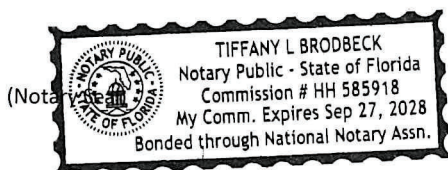
Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
19 day of February, 2025, by Nicholas J. Dister as
(day) (month) (year) (name of person acknowledging)
Vice President for KL Simmons Village, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



T Brodbeck
(Signature of Notary Public - State of Florida)

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

HH585918 09/27/28
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)

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 South Creek Phase 3A Townhomes subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) 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 October 13, 2025.

ATTEST:


Robert Lee Doest

KL Simmons Village, LLC, a Florida
limited liability company

By: **Eisenhower Management, Inc.**, a
Florida corporation, its Manager

By: 
Nicholas J. Dister, as Vice President

Great American Insurance Company

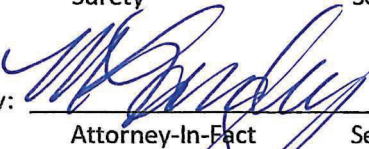
Surety

Seal

ATTEST:


Helena Beam

By:


Attorney-In-Fact

Seal

Mary Martha Langley, attorney-in-fact

APPROVED BY THE COUNTY ATTORNEY

BY


Approved As To Form And Legal
Sufficiency.

as amended

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of February, 2025.



Atty L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

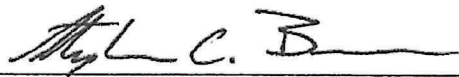
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

Stephen C. Beraha, Assistant Vice President

SOUTH CREEK PHASE 3A PERFORMANCE
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost Improvements
Onsite Only - No Offsite
JAN 14, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	1 1/2" Type SP-12.5 Asphalt	10,706	SY	\$17.65	\$188,960.90
1.02	5' Wide Conc. Sidewalk, 6" Thick	1,650	LF	\$26.80	\$44,220.00
1.03	ADA Ramps	23	Each	\$967.75	\$22,258.25
1.04	Striping, Signage & Wheel Stops	1	LS	\$32,082.20	\$32,082.20
1.05	3' Sod to BOC	2,485	SY	\$4.10	\$10,188.50
	ROADWAY TOTAL				\$297,709.85
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	Chlorination & Pressure Testing	1.00	LS	\$85.72	\$85.72
	POTABLE WATER SYSTEM TOTAL				\$85.72
3.00	<u>FORCEMAIN SYSTEM</u>				
3.01	Testing	1.00	LS	\$2,052.95	\$2,052.95
	SANITARY SEWER SYSTEM TOTAL				\$2,052.95
Grand Total					\$299,848.52
PERFORMANCE BOND				125%	\$374,811



MATT ANGEROSA, PE #60849



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

Digitally signed
by Matthew J
Angerosa
Date:
2025.03.06
13:15:02 -05'00'

SUBDIVISION WARRANTY BOND**Off-Site**

KNOW ALL MEN BY THESE PRESENTS, that we KL Simmons Village, LLC, called the Principal, and
Great American Insurance Company, called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Eight Thousand Two Hundred Sixty-Eight and 00/100 (\$ 8,268.00) Dollars for the payment of which
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its
Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which
regulations are by reference hereby incorporated into and made a part of this 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 following off-site improvements for maintenance: Sidewalk, Sanitary FM, Potable Water constructed
in conjunction with the platted subdivision known as South Creek Phase 3A Townhomes (hereafter, the "Subdivision"),
and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has
entered into a "Subdivider's Agreement", the terms of which agreement require the Principal to submit an instrument
warranting the above-described Improvements; and

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements
for maintenance by the Board of County Commissioners of Hillsborough County, against failure, deterioration, or
damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage
existing in the aforementioned Improvements so that said Improvements thereafter comply with the technical
specifications contained in the 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 October 11, 2027

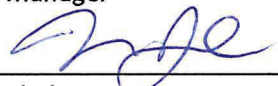
SIGNED, SEALED AND DATED this 19th day of February 2025

ATTEST:

Robal ter Doest

KL Simmons Village, LLC, a Florida
limited liability company

By: **Eisenhower Management, Inc.**,
a Florida corporation, its
Manager

By: 
Nicholas J. Dister, as Vice
President

ATTEST:

Helena Beam

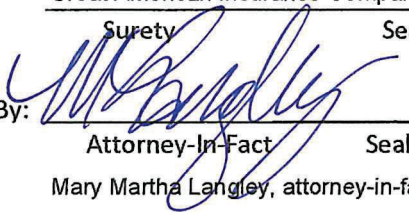


Great American Insurance Company

Surety

Seal

By:


Attorney-In-Fact

Seal

Mary Martha Langley, attorney-in-fact

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal
Sufficiency.

as amended

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.



Stephen C. Beraha

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A. KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of February, 2025.



Stephen C. Beraha

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By Stephen C. Beraha

Stephen C. Beraha, Assistant Vice President

SOUTH CREEK PHASE 3A WARRANTY BOND
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost Improvements
Offsite Only
JAN 14, 2025

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	<u>ROADWAY</u>				
1.01	REPLACED 5' Wide Conc. Sidewalk, 6" Thick	598	LF	\$66.00	\$39,468.00
1.02	ADA Ramps	4	Each	\$967.75	\$3,871.00
1.03	3' Sod to BOC	2,485	SY	\$4.10	\$10,188.50
	ROADWAY TOTAL				\$53,527.50
2.00	<u>POTABLE WATER SYSTEM</u>				
2.01	6" Master Water Meter Assembly	1	Each	\$48,398.45	\$48,398.45
2.02	12 x 8" Tapping Sleeve & Valve	1	Each	\$7,729.95	\$7,729.95
2.03	6" PVC C900 DR18 WM	60	LF	\$38.10	\$2,286.00
	SANITARY SEWER SYSTEM TOTAL				\$58,414.40
3.00	<u>SANITARY SEWER SYSTEM</u>				
3.01	6" PVC FORCEMAIN (DR 18)	594	LF	\$37.55	\$22,304.70
3.02	6 x 4" Reducer	1	Each	\$1,046.70	\$1,046.70
3.03	6" Fittings & Restraints	1	LS	\$5,798.60	\$5,798.60
	SANITARY SEWER SYSTEM TOTAL				\$29,150.00
Grand Total					\$82,678
WARRANTY BOND				10%	\$8,268



MATT ANGEROSA, PE

#60849



This item has been digitally signed and sealed by
Matt Angerosa on the date adjacent to the seal.

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

Digitally signed
by Matthew J
Angerosa
Date: 2025.03.18
14:37:11 -04'00'

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____, 20_____, by and between
KL Simmons Village LLC, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phase 3A Townhomes (hereafter referred to as the "Subdivision"); and

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

WHEREAS, the lot corners required by Florida Statutes in the Subdivision are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____
 - b. A Performance Bond, number 5074078 dated, 02/07/25 _____ with _____
KL Simmons Village, LLC as Principal, and Great American Insurance Company as Surety, or
 - c. Escrow ageement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

Attest:

Witness Signature

Austin Berns

Printed Name of Witness

Witness Signature

Tiffany Brodbeck

Printed Name of Witness

KL Simmons Village, LLC, a Florida limited liability company

By: **Eisenhower Management, Inc**, a Florida Corporation, its Manager

By

Nicholas J. Dister, as Vice President

111 S. Armenia Ave.

Address of Signer

813-849-8700

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

**BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal Sufficiency.

Representative Acknowledgement

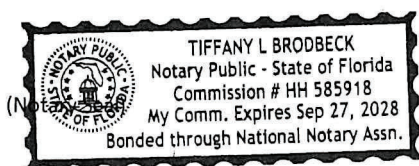
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
19 day of February, 2025, by Nicholas Dister as
(day) (month) (year) (name of person acknowledging)
Vice President for KL Simmons Village, LLC
(type of authority,....e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



T Brodbeck

(Signature of Notary Public - State of Florida)

Tiffany Brodbeck

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

HH585918

(Commission Number)

09/27/28

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this
____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Signature of Notary Public - State of Florida)

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we KL Simmons Village, LLC called the Principal, and _____
Great American Insurance Company _____ called the Surety, are held and firmly bound unto the BOARD OF
 COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____
Thirteen Thousand Eight Hundred Forty and 00/100 (\$ 13,840.00) Dollars for the payment of which sum, well and truly to
 be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these
 presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted subdivision regulations in its
 Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and 177, Florida Statutes, which
 regulations are by reference hereby incorporated into and made a part of this performance bond; and

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as
South Creek Phase 3A Townhomes are to be installed after recordation of said plat under guarantees posted with
 the County; and

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

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring
 completion of installation of the aforementioned lot corners within a time period established by said regulations; and

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a
 Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the
 Principal to submit an instrument ensuring completion of installation of the required lot corners; and WHEREAS, the
 terms of said Subdivider's Agreement are by reference, hereby, incorporated into and
 made a part of this Subdivision Performance Bond.

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South Creek Phase 3A Townhomes subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) 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 October 13, 2025.

ATTEST:

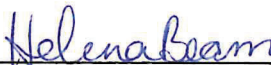

Robert te Doest

KL Simmons Village, LLC, a Florida
limited liability company

By: **Eisenhower Management, Inc.**, a
Florida corporation, its Manager

By: 
Nicholas J. Dister, as Vice President

ATTEST:


Helena Beam

Great American Insurance Company
Surety Seal

By:


Attorney-In-Fact Seal
Mary Martha Langley, attorney-in-fact

APPROVED BY THE COUNTY ATTORNEY

BY


Approved As To Form And Legal
Sufficiency.

as amended

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FOUR

No. 0 21328

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of February, 2025.



My L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company



By Stephen C. Beraha

Stephen C. Beraha, Assistant Vice President

SOUTH CREEK PHASE 3A
Hillsborough County, FL
LOT CORNERS

JAN 15, 2025

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	118.00	Per Lot	\$82.00	\$9,676.00
1.02	Monuments- Misc Tracts	5.00	Per Tract	\$70.00	\$350.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	TOTAL				\$11,066.00
		39560			
Grand Total					\$11,066.00
PERFORMANCE BOND				125%	\$13,840



Matt Angerosa, PE

#60849



This item has been digitally signed and sealed by
Matt Angerosa on the date adjacent to the seal.

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

Digitally signed
by Matthew J
Angerosa
Date: 2025.03.06
13:09:02 -05'00'

DESCRIPTION:

AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINING 29.717 ACRES, MORE OR LESS

SECOND, THE ORGANIZED FORUM MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS

OWNER DOES NOT FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS DOCUMENT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NATIONAL ARCHIVES AT COLLEGE PARK, MARYLAND 20740-6001.

ASSOCIATION IN THE CITY OF LOS ANGELES, CALIFORNIA, AND IS ARE HEREBY RESERVE BY OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAN, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED. OWNER FURTHER RESERVE THE RIGHT TO CONVEY ADDITIONAL EASEMENTS WITHIN SAID TRACTS.

OWNER HEREBY RESERVE FEE TITLE IN AND TO TRACT A FOR DEVELOPMENT PURPOSES. SUCH TRACT IS HEREBY MADE SUBJECT TO ANY AND ALL EASEMENTS EXPRESSLY DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT AS APPLICABLE TO SUCH TRACT FOR THE PURPOSES SO STATED,

RESPONSIBILITY OF THE OWNER, THEIR ASSIGNS AND THEIR SUCCESSORS IN TITLE.

PRIVATE, AND ARE HEREBY RESERVED BY THE OWNERS FOR CONVEYANCE TO HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAN. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THIS SUBDIVISION, AS ACCESS FOR INGRESS AND EGRESS OF LOT OWNERS AND THEIR VEHICLES AND WHEELCHAIRS, 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 PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/RECYCLATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASIGOVERNMENTAL SERVICES, A NONEXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROADS AND PRIVATE DRIVEWAYS OF THE TRACT C AS SHOWN HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

AND MAINTENANCE OF UTILITIES AS DESIGNATED BY OWNERS AND RELATED PURPOSES FOR THE BENEFIT OF THE LOT OWNERS THEREIN.

THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON

THIS EASEMENT IS HEREBY DEDICATED TO HILLSBOROUGH COUNTY FOR THE BENEFIT OF THE PUBLIC AS PUBLIC RIGHT-OF-WAY

OWNER: KL SIMMONS VILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

JEFFERY HILLS
REGISTERED AGENT

WITNESS SIGN
PRINT

WITNESS SIGN _____
PRINT _____

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

2024, PERSONALLY APPEARED JEFFERY HILLS, AS AUTHORIZED SIGNER FOR KL SIMONS VILLAGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

STATE OF FLORIDA AT LARGE

(PRINTED NAME OF NOTARY)

COMMISSION NUMBER: _____

COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAN MEETS THE REQUIREMENTS IN FORM, OF CHAPTER 177 PART I OF THE FLORIDA STATUTES AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ BY _____

THIS _____ DAY OF _____, 2025

CLERK FILE NUMBER _____

THE GEOMETRIC DATA HAS NOT BEEN VERIFIED FOR CHAPTER CONFORMITY.

REVIEWED BY: _____

DEPARTMENT, HILLSBOROUGH COUNTY

THIS PLAT HAS BEEN APPROVED FOR RECORDATION

CHAIRMAN _____ DATE _____

OWNER:
BELMONT COMMUNITY DEVELOPMENT DISTRICT

SIGN _____ WITNESS SIGN _____
PRINT _____ PRINT _____

WITNESS SIGN _____
PRINT _____

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED BEFORE ME, BY MEANS OF PHYSICAL PRESENCE, THIS
 DAY OF 2025, PERSONALLY APPEARED _____
 AS AUTHORIZED SIGNER FOR BELMONT COMMUNITY
 DEVELOPMENT DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED
 AS IDENTIFICATION.

COMMISSION NUMBER _____

NOTARY PUBLIC _____

(PRINTED NAME OF NOTARY)

MY COMMISSION EXPIRES _____

BY:

JOHN D WEIGLE, (LICENSE NO. L55246)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
GEOPONT SURVEYING, INC.
213 HOBBS STREET, TAMPA, FL 33619
LICENSED BUSINESS NUMBER LB 7768

Geopoint
Surveying, Inc.

213 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com

Phone: (813) 744-8888
Fax: (813) 744-2888
Licensed Business Number 0137766

SHEET 1 OF 9 SHEETS

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK	PAGE
-----------	------



Line Data Table		
No.	Bearing	Length
L1	N15°00'00"W	333.05'
L2	S89°41'08"E	186.31'
L3	N00°18'52"E	283.20'
L4	S15°00'00"E	53.38'
L5	S75°00'00"W	96.00'
L6	S87°15'43"E	84.52'

KEY SHEET

NOTE: REFER TO THE FOLLOWING SHEETS OF THIS PLAY FOR DETAILED LABELING AND DIMENSIONING.

9. THE PRIVATE SUBDIVISION CONTAINS RIGHT-OF-WAY, EASEMENT, AND OTHER COMMON AREAS WHICH AREBOTH OWNED AND MAINTAINED BY HILLSBOROUGH COUNTY.
10. THIS PROPERTY IS SUBJECT TO AROUND BENEFITS FROM THE FOLLOWING:
NOTICE OF ESTABLISHMENT OF THE BELMONT COMMUNITY DEVELOPMENT DISTRICT RECORDED IN INSTRUMENT NO. 202102284, AS AMENDED BY INSTRUMENT NO. 202110246 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA
NOTICE OF ESTABLISHMENT OF THE BELMONT COMMUNITY DEVELOPMENT DISTRICT RECORDED IN INSTRUMENT NO.200810942Z OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

INDICATES (P.R.A.), PERMANENT REFERENCE
MONUMENT - 4"x4" CONCRETE MONUMENT WITH
DISK LB7768, UNLESS OTHERWISE NOTED
INDICATES (P.C.P.), PERMANENT CONTROL POINT
MAG NAIL & DISK LB7768

(NR) -----	NON-RADIAL LINE
O.R.B. -----	OFFICIAL RECORDS BOOK
P.U.E. -----	PUBLIC UTILITY EASEMENT
P.D.E. -----	PUBLIC DRAINAGE EASEMENT


Geopoint
Surveying, Inc.

2113 Hobbs Street
Tampa, Florida 33619
www.geopointsurvey.com

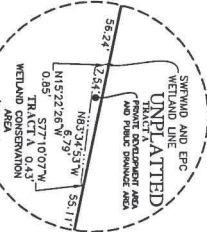
Phone: (813) 248-8888
Fax: (813) 248-8889
Licensed Business Number 18 77676

SHEET 2 OF 9 SHEETS

SOUTH CREEK PHASE 3A

PLAT BOOK PAGE

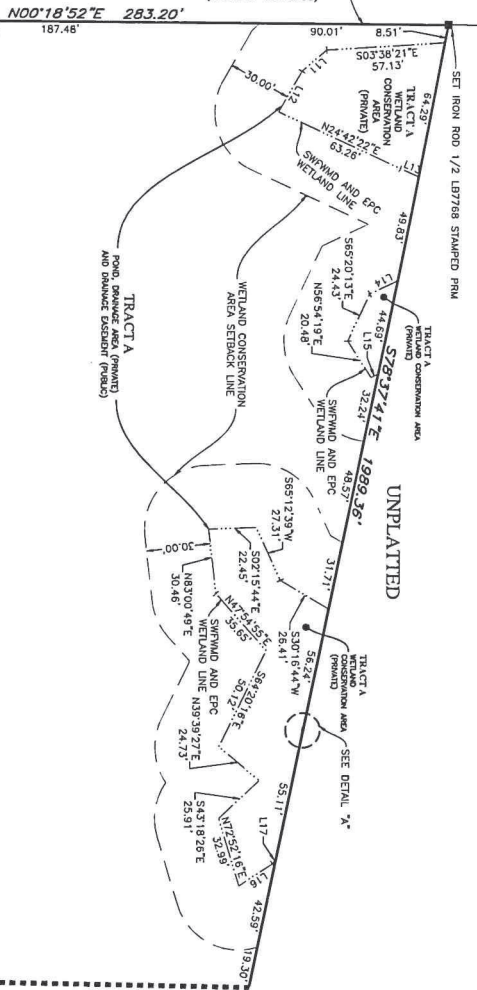
No.	Bearing	Length
L7	S60°00'00"E	25.55'
L8	S00°21'03"W	24.00'
L10	N00°00'00"E	36.02'
L11	S41°11'37"E	15.19'
L12	S60°30'22"E	21.96'
L13	N22°52'22"E	9.89'
L14	S25°27'31"E	14.48'
L15	N28°21'56"W	3.72'
L16	N33°25'59"W	18.82'
L17	N58°01'32"W	3.28'



DETAIL 'A'
NOT TO SCALE

SPENCER GLEN SOUTH
(PLAT BOOK 47, PAGES 231-242)

EASTERLY BOUNDARY OF SPENCER GLEN SOUTH, ALSO BEING THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19 (BASIS OF BEARINGS)

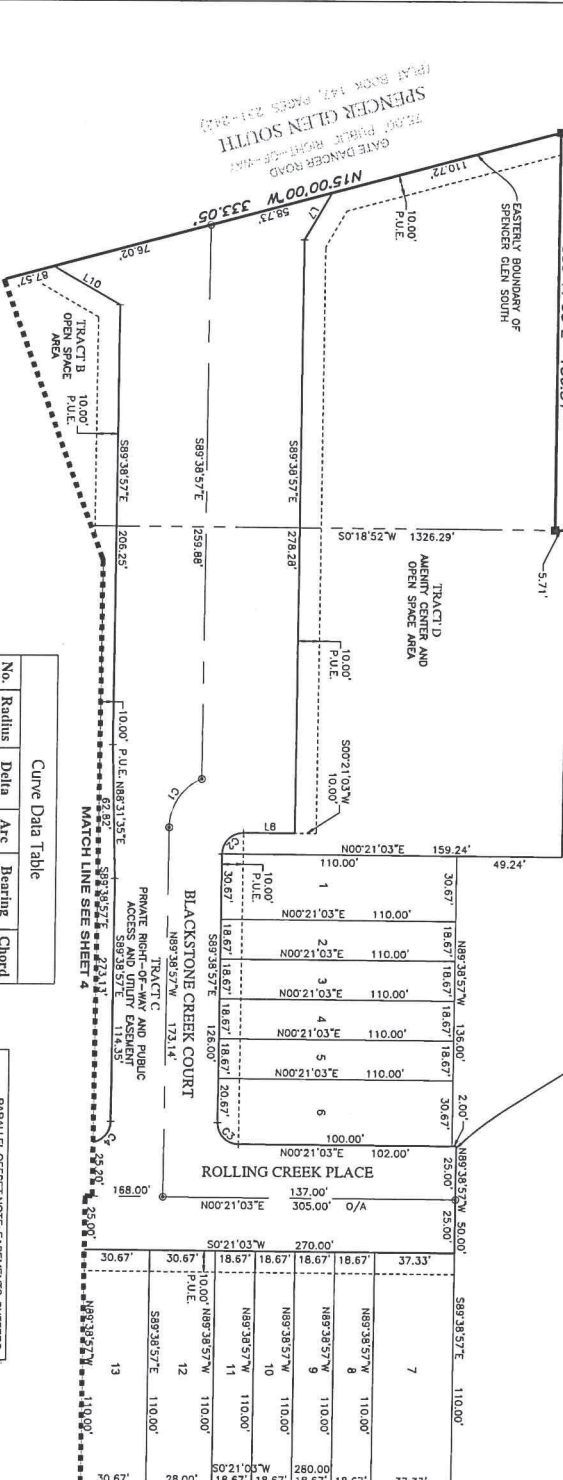


SCALE 1" = 40'



SEE NOTE ON SHEET 2 OF 5 FOR BASIS OF BEARINGS
SEE NOTE 7 ON SHEET 2 OF 8 FOR WETLAND CONSERVATION AREAS

MATCH LINE SEE SHEET 6



Curve Data Table

No.	Radius	Delta	Arc	Bearing	Chord
C1	25.00'	66°25'19"	28.86'	S56°28'18"E	27.29'
C2	10.00'	90°00'00"	15.71'	S44°38'57"E	14.14'
C3	9.92'	90°52'43"	15.24'	N45°21'03"E	14.14'
C4	10.00'	90°00'00"	15.71'	N44°38'57"W	14.14'

MATCH LINE SEE SHEET 4

MATCH LINE SEE SHEET 6

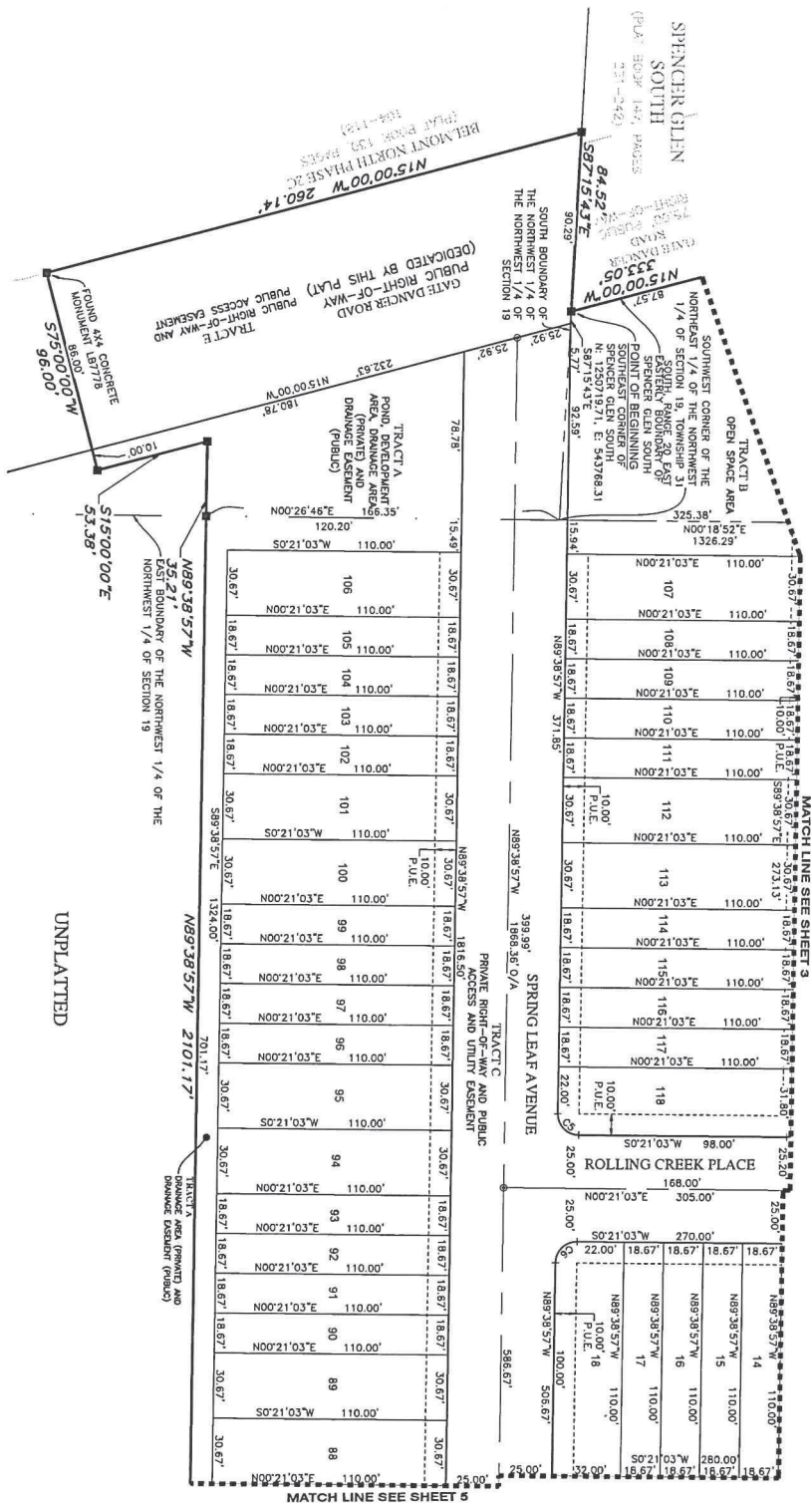


213 Hobbs Street
Tampa, Florida 33619
Phone: (813) 248-8888
Fax: (813) 248-2266
www.geopointsurvey.com
SHEET 3 OF 9 SHEETS

- LEGEND:
- INDICATES (P.R.A.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK (L7768, UNLESS OTHERWISE NOTED)
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAGNAIL & DISK (L7768)
 - OVERALL
 - INDICATES (N.R.A.) NON-RAIL LINE
 - O.R.B. - OFFICIAL RECORDS BOOK
 - O.R.I. - OFFICIAL RECORDS INSTRUMENT
 - P.U.E. - PUBLIC UTILITY EASEMENT
 - P.D.E. - PUBLIC DRAINAGE EASEMENT

SOUTH CREEK PHASE 3A A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBROUGH COUNTY, FLORIDA.

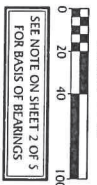
PLAT BOOK PAGE



Curve Data Table				
No.	Radius	Delta	Bearing	Chord
C5	10.00'	90°00'00"	N45°21'03"E	14.14'
C6	10.00'	90°00'00"	S44°38'57"E	14.14'



SCALE 1" = 40'



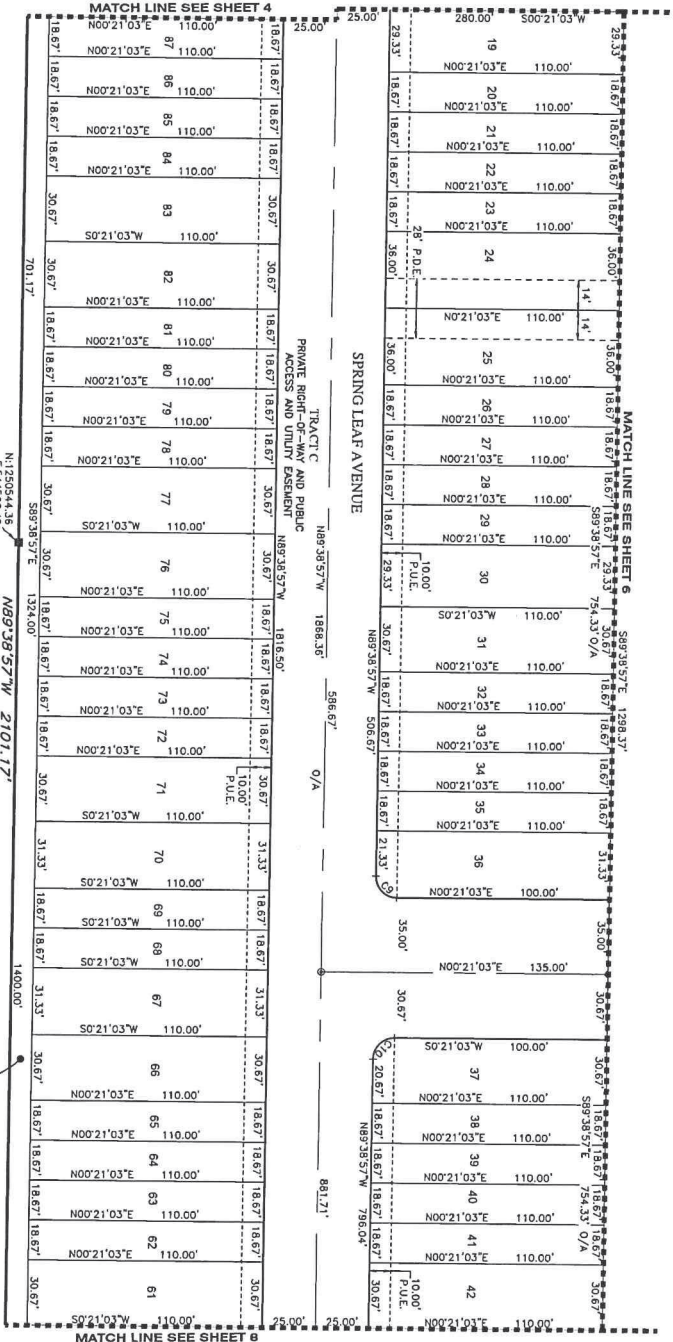
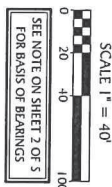
PARALLEL OFFSET NOTE EASEMENTS' BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT ARE 5' UTILITY DIMENSIONS EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00' (IE: 7.5' = 7.50'))

- LEGEND:**
- INDICATES (P.R.A.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LETTERS, UNLESS OTHERWISE NOTED
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LETTERS
 - (N.R.) NON-RADIAL LINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.E. PUBLIC DRAINAGE EASEMENT

SOUTH CREEK PHASE 3A

PLAT BOOK PAGE

Curve Data Table				
No.	Radius	Delta	Arc Bearing	Chord
C9	10.00'	90°00'00"	N45°21'03"E	14.14'
C10	10.00'	90°00'00"	S44°38'57"E	14.14'



- LEGEND:**
- INDICATES (P.A.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LETTERS, UNLESS OTHERWISE NOTED
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, (O.A.) OVERALL
 - (N.R.) NON-RADIAL LINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.E. PUBLIC DRAINAGE EASEMENT

PARALLEL OFFSET NOTE: EASEMENT'S BURETS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INCORPORATED TO THE NEAREST FOOT (IE 5' UTILITY DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE 5' = 5.00' (IE 7.5' = 7.50'))

SOUTH CREEK PHASE 3A

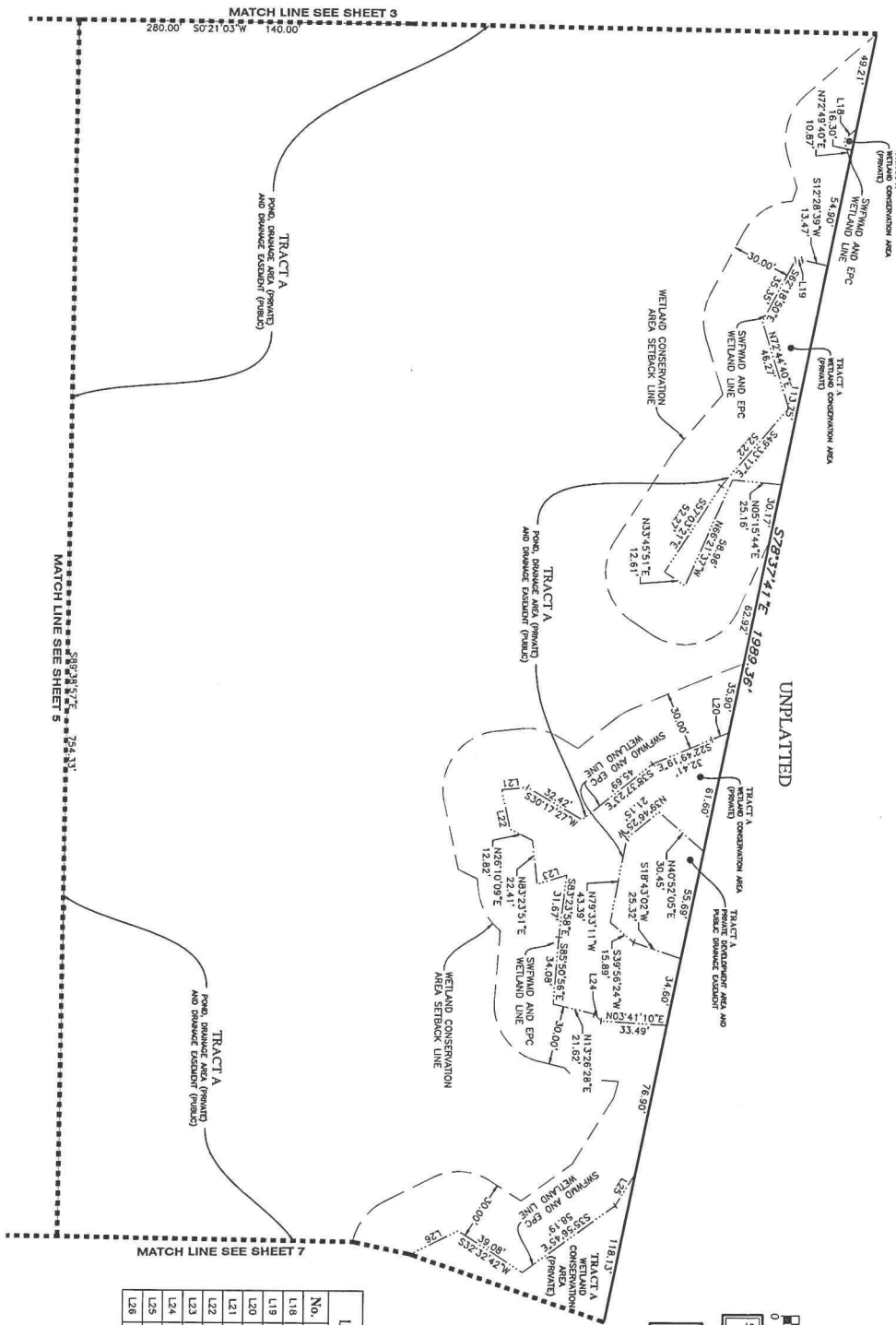
A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PLAT BOOK PAGE



SEE NOTE ON SHEET 2 OF 5
FOR BASIS OF BEARINGS

SEE NOTE 7 ON SHEET 2
OF 8 FOR WETLAND
CONSERVATION AREAS



Line Data Table		
No.	Bearing	Length
L18	S41°03'52"E	8.52'
L19	S00°37'32"E	3.47'
L20	S21°58'14"E	9.41'
L21	S05°31'01"E	13.17'
L22	N77°31'04"E	20.49'
L23	N17°10'27"W	15.75'
L24	N4°29'44"E	4.88'
L25	S58°09'40"E	18.83'
L26	S26°36'28"E	27.07'

LEGEND:

- INDICATES (P.A.M.) PERMANENT REFERENCE MONUMENT - *P.A.M. CONCRETE MONUMENT WITH DIMENSIONS (P.A.M.) OTHERWISE NOTED
- INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK (L.B.T.76)
- OVERALL
- (NR) NON-RADIAL LINE
- O.R.B. OFFICIAL RECORDS BOOK
- O.U.E. OFFICIAL UTILITY EASEMENT
- P.D.E. PUBLIC DRAINAGE EASEMENT

PARALLEL OFFSET NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND DIMENSIONS EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00' (IE: 7.5' = 7.50'))

SOUTH CREEK PHASE 3A

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PLAT BOOK PAGE

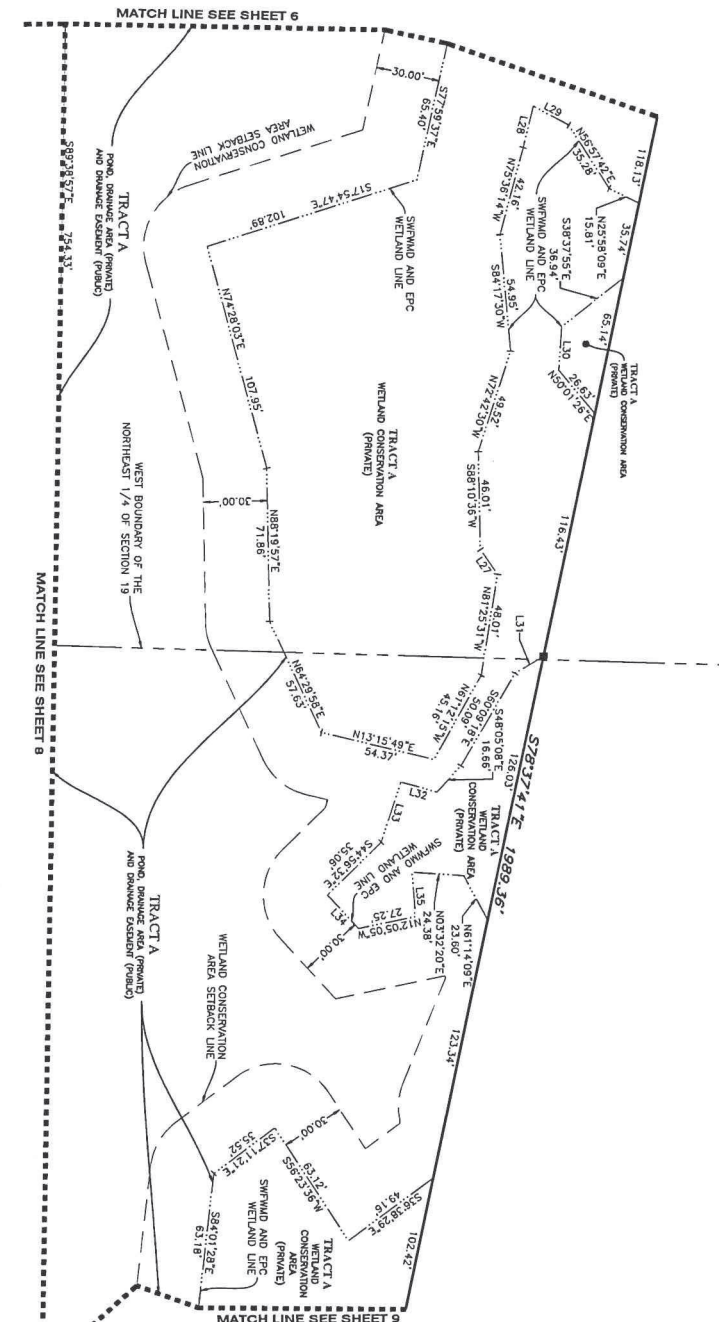


SCALE 1" = 40'



SEE NOTE 2 ON SHEET 2 OF 5 FOR BASIS OF BEARINGS

SEE NOTE 7 ON SHEET 2 OF 8 FOR WETLAND CONSERVATION AREAS



Line Data Table

No.	Bearing	Length
L27	S54°46'31"W	14.11'
L28	N76°46'08"W	19.98'
L29	N27°50'12"E	18.87'
L30	S86°54'52"E	20.42'
L31	S10°54'07"E	15.42'
L32	S15°15'23"W	17.70'
L33	S72°31'00"E	29.62'
L34	N47°03'14"E	21.45'
L35	S85°15'35"W	20.83'

- LEGEND:
- INDICATES (P.A.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LET768, UNLESS OTHERWISE NOTED
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LET768
 - OVERALL
 - (NR) NON-RADIAL LINE
 - (OR) OFFICIAL RECORDS BOOK
 - (O.R.) OFFICIAL RECORDS INSTRUMENT
 - (P.D.E.) PUBLIC UTILITY EASEMENT
 - (P.D.E.) PUBLIC DRAINAGE EASEMENT

PARALLEL OFFSET NOTE: EASEMENTS SURFACES AND OTHER SURFACES AND DIRECTIONS SHOWN HEREON ARE ASSUMED TO BE THE SAME HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE 5' = 5.000) (IE 7.5' = 7.500)

SOUTH CREEK PHASE 3A A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

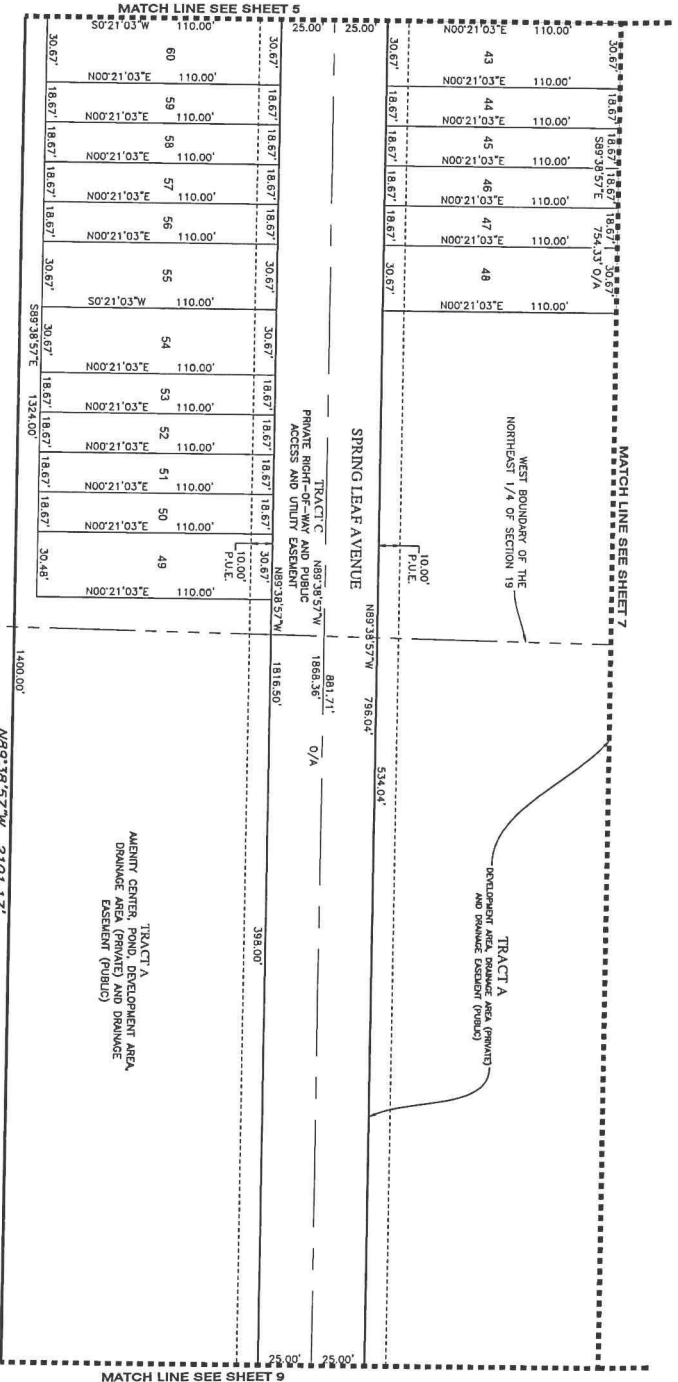
PLAT BOOK PAGE



SCALE 1" = 40'



SEE NOTE ON SHEET 2 OF 5
FOR BASIS OF BEARINGS



- LEGEND:**
- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LETTERS, UNLESS OTHERWISE NOTED
 - INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAGNETAL & DISK LETTERS
 - (O.A.) OVERALL
 - (N.R.) NON-RADIAL LINE
 - O.R.B. OFFICIAL RECORDS BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.D.E. PUBLIC DRAINAGE EASEMENT

PARALLEL OFFSET NOTE: EASEMENTS, BURENS AND OTHER SUCH LINES AND DISK LETTERS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT ARE ASSUMED TO BE THE SAME HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.000' (IE: 7.5' = 7.500'))

SOUTH CREEK PHASE 3A

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

PLAT BOOK PAGE

Line Data Table

No.	Bearing	Length
L36	S36°31'19"W	22.80'
L37	N34°53'23"E	15.56'
L38	N70°14'57"W	13.54'
L39	S00°27'27"W	15.26'
L40	S34°13'48"W	13.29'
L41	N73°03'57"W	9.58'
L42	N88°36'47"W	10.80'
L43	N89°38'57"W	9.00'
L44	N00°21'03"E	12.00'
L45	S89°38'57"E	12.00'
L46	S00°21'03"W	12.00'
L47	N89°38'57"W	12.00'

Curve Data Table

No.	Radius	Delta	Arc	Bearing	Chord
C7	10.00'	90°00'00"	15.71'	N45°21'03"E	14.14'
C8	10.00'	90°00'00"	15.71'	N44°38'57"W	14.14'

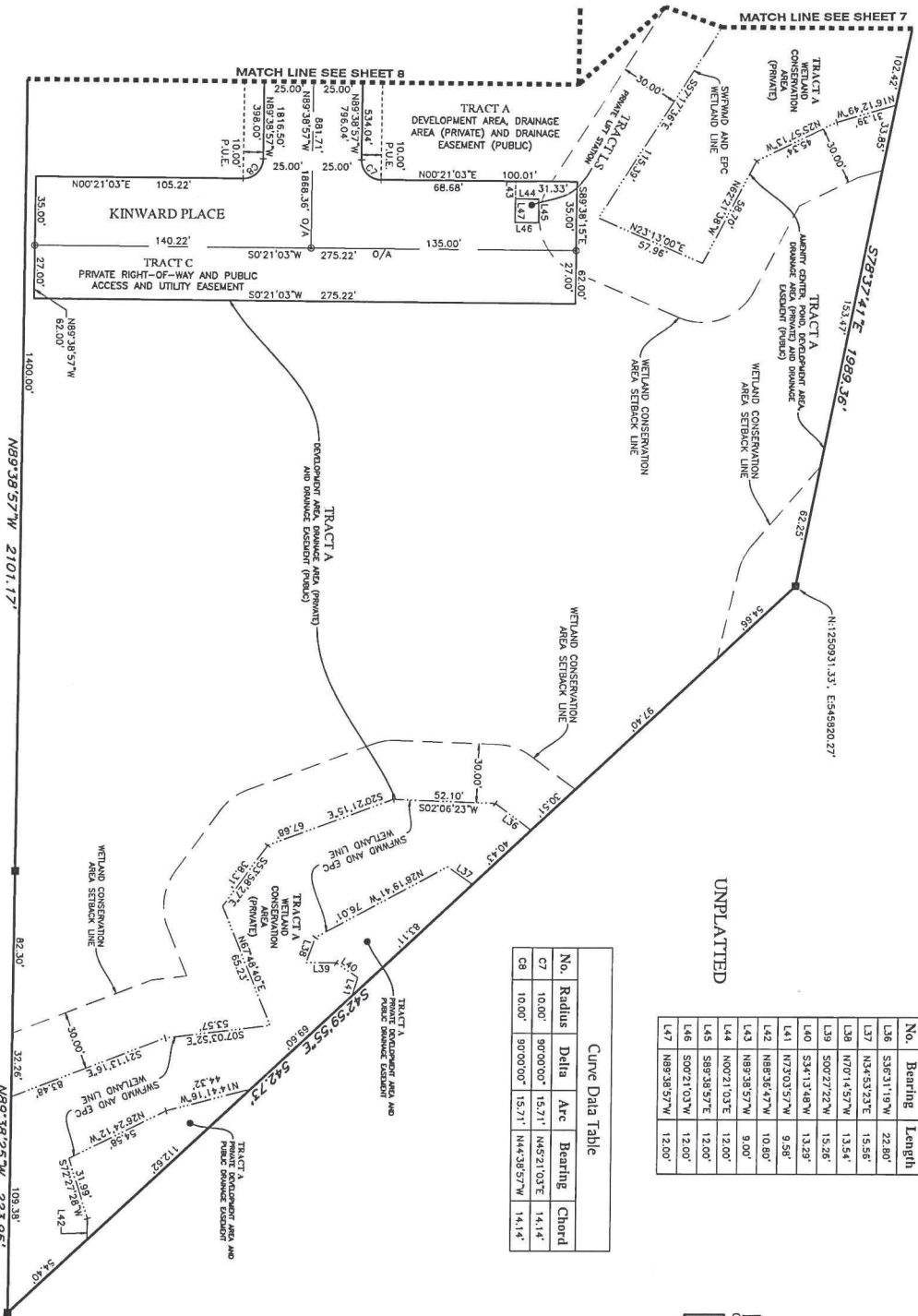


SCALE 1" = 40'



SEE NOTE 7 ON SHEET 2 OF 5 FOR BASIS OF BEARINGS

SEE NOTE 7 ON SHEET 2 OF 9 FOR WETLAND CONSERVATION AREAS



UNPLATTED

LEGEND:

- INDICATES (P.R.M.) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK LB778, UNLESS OTHERWISE NOTED
- INDICATES (P.C.P.) PERMANENT CONTROL POINT, MAG NAIL & DISK LB778
- OVERALL
- INDICATES (N.B.) NON-RAIL LINE
- O.R.A. - OFFICIAL RECORDS BOOK
- P.U.E. - PUBLIC UTILITY EASEMENT
- P.D.E. - PUBLIC DRAINAGE EASEMENT

PARALLEL OFFSET/NOTE EASEMENTS, BUFFERS AND SETBACKS ARE SHOWN HEREIN AND INDICATED TO THE NEAREST FOOT (IE 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME HUNDRETH OF A FOOT UNLESS OTHERWISE NOTED OR LESSER VALUE (IE 5' = 5.00') (IE 7.5' = 7.50')