

SUBJECT: Brookside Phase 4B & 4C **PI#5571**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: January 9, 2024
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

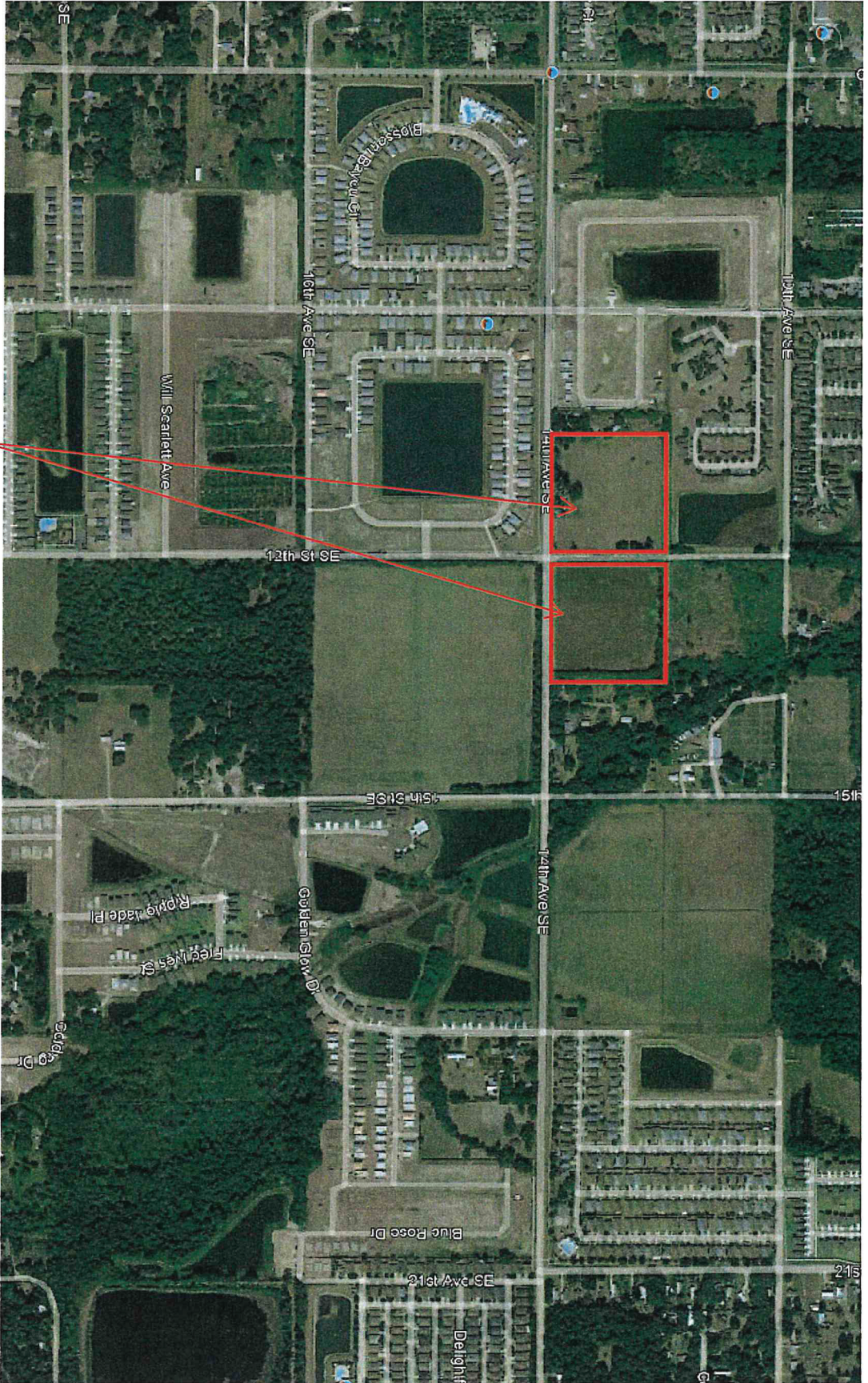
Accept the plat for recording for Brookside Phase 4B & 4C, located in Section 08, Township 32, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the On-site and Off-site Improvement Facilities (roads, drainage, sidewalks, 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 \$4,068,884.20, a Warranty Bond in the amount of \$325,510.74 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 \$7,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for Phase 4B based on a Developer Agreement and a payment of \$281,293.00 was made on April 28, 2023.

School Concurrency was approved for Phase 4C based on a Developer Agreement and a payment of \$281,293.00 was made on April 28, 2023.

BACKGROUND:

On September 13, 2023 & August 28, 2023, Permission to Construct Prior to Platting was issued for Brookside Phase 4B & 4C, after construction plan review was completed on January 6, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is D.R. Horton. Inc and the engineer is Ardurra.



Brookside 4B and 4C
Project Location

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 D.R. Horton, Inc., 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 Brookside Phase 4B and 4C _____ (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:

roads/streets, water main/services, stormwater drainage systems, sanitary gravity sewer system, sidewalks

within 12th St SE and 14th Ave SE right-of-ways.

(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 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 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 1199473 dated, _____ December 6, 2023 with D.R. Horton, Inc. as Principal, and _____ Arch Insurance Company as Surety, or
A Warranty Bond, number 1199472 dated, _____ December 6, 2023 with D.R. Horton, Inc. as Principal, and _____ Arch 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:

Subdivider:

[Handwritten Signature]
Witness Signature

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

JOSH A. CIELAND
Printed Name of Witness

Frank Messina
Name (typed, printed or stamped)

[Handwritten Signature]
Witness Signature

Division President
Title

Brian J. Panico
Printed Name of Witness

3501 Riga Blvd., Suite 100, Tampa, Florida 33619
Address of Signer

813-467-2031
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
[Handwritten Signature]
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
11 day of December, 2023, by Frank Messina as
(day) (month) (year) (name of person acknowledging)
Division President for D.R. Horton, Inc.
(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

Michelle M Guerrier
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



GG 985525 05/06/2024
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

SUBDIVISION PERFORMANCE BOND On-site and Off-site

KNOW ALL MEN BY THESE PRESENTS, That we D.R. Horton, Inc.
called the Principal, and Arch Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Four Million Sixty Eight Thousand Eight Hundred Eighty Four and 20/100 (\$ 4,068,884.20) 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, these subdivision regulations require the construction of on-site and off-site improvements in connection with the platting of the Brookside Phase 4B and 4C subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, in accordance with the specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida, and the County Engineer; and

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area and associated off-site area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement, hereafter the "Agreement", the terms of which require the Principal to submit an instrument ensuring completion of construction of required improvements; and

WHEREAS, the terms of said 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 Brookside Phase 4B and 4C 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 and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the 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 March 13, 2025 _____.

SIGNED, SEALED AND DATED this 6th day of December, 2023.

ATTEST:

D.R. Horton, Inc.

Michelle Guerrier
Michelle Guerrier

By [Signature]
Principal Seal
Frank Messina, Division President

Arch Insurance Company
Surety

ATTEST:

[Signature]
Bryan Caneschi

By [Signature]
Attorney-In-Fact Seal
Noah William Pierce



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

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Amy R. Waugh, Bryan M. Caneschi, Catherine Thompson, Jynell Whitehead, Noah William Pierce and Rebecca E. Cano of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of December, 2022.

Attested and Certified

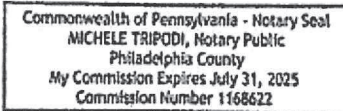
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

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



Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 21, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 6th day of December, 20 23 .

Regan A. Shulman, Secretary

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

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

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



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

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 March 13, 2027 _____.

SIGNED, SEALED AND DATED this 6th day of December, 2023.

Michelle Guerner
ATTEST: *Michelle Guerner*
D.R. Horton, Inc.

[Signature]

Frank Messina Principal Signature
Arch Insurance Company

[Signature]

Surety Signature

(Seal)

Noah William Pierce, Attorney-In-Fact

(Seal)



ATTEST:

[Signature]

Attorney in Fact Signature

Bryan Caneschi

(Seal)

APPROVED BY THE COUNTY ATTORNEY

[Signature]
BY _____

Approved As To Form And Legal Sufficiency.

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

POWER OF ATTORNEY

Know All Persons By These Presents:

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

Amy R. Waugh, Bryan M. Caneschi, Catherine Thompson, Jynell Whitehead, Noah William Pierce and Rebecca E. Cano of Charlotte, NC (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

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

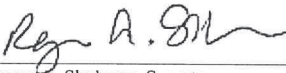
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

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

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **21st day of December, 2022**.

Attested and Certified



Regan A. Shulman, Secretary

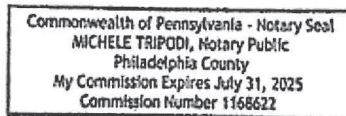


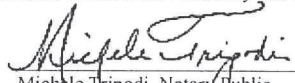
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS**

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





Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated December 21, 2022** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **6th day of December, 20 23**.



Regan A. Shulman, Secretary

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

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

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**



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

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

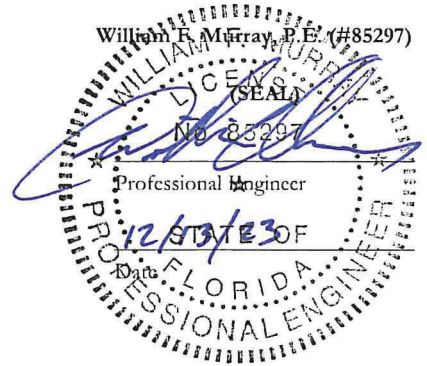
EXHIBIT C
 PERFORMANCE BOND
 SEPTEMBER 27, 2023

SUMMARY OF SCHEDULES

STATE OF FLORIDA }
 }
 COUNTY OF HILLSBOROUGH }

I, William F. Murray, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85297, hereby certify that I have examined the Plat of Brookside Phase 4B and 4C as filed by Ardurra Group, Inc., located in **Sections 8 & 9, Township 32 South, Range 19 East Hillsborough County, Florida**; and that the costs of the improvements lying within the said Plat and applicable offsite improvements, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Performance Bond required by the Hillsborough County Land Development Code.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$1,404,860.89
STORM DRAINAGE	\$1,033,024.53
WATER & FIRE DISTRIBUTION	\$409,623.71
SANITARY SEWER	\$407,598.23
GRAND TOTAL	<u>\$3,255,107.36</u>
PERFORMANCE BOND (125% OF GRAND TOTAL AMOUNT)	\$4,068,884.20
	<small>\$3,255,107.36 x 1.25 = \$4,068,884.20</small>



ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 PERFORMANCE BOND
 SEPTEMBER 27, 2023

ROAD CONSTRUCTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	1.5" SP 12.5	4,507	SY	\$17.76	\$80,044.32
2.	6" Crushed Concrete (LBR 150)	4,507	SY	\$16.34	\$73,644.38
3.	8" Stabilized Subgrade (LBR 40)	5,408	SY	\$8.89	\$48,077.12
4.	1.5" SP 12.5	4,507	SY	\$17.76	\$80,044.32
5.	8" Soil Cement*	4,507	SY	\$16.34	\$73,644.38
6.	12" Compacted Subgrade (LBR 20)	4,507	SY	\$13.34	\$60,123.38
7.	*8" Stabilized Subgrade (Curb)(LBR 40)	937	SY	\$8.89	\$8,329.93
8.	Open-cut and Overlay 14th Ave SE	1	LS	\$7,451.38	\$7,451.38
9.	Curb Ramp (HC TTM TD-8)	19	EA	\$951.27	\$18,074.13
10.	Miami Curb	4,056	LF	\$16.90	\$68,546.40
11.	6" Concrete Sidewalk	18,790	SF	\$9.20	\$172,868.00
12.	Signing & Marking	1	LS	\$18,137.44	\$18,137.44
Brookside 4C					
1.	1.5" SP 12.5	3,954	SY	\$17.76	\$70,223.04
2.	6" Crushed Concrete (LBR 150)	3,954	SY	\$16.34	\$64,608.36
3.	8" Stabilized Subgrade (LBR 40)	4,745	SY	\$8.89	\$42,183.05
4.	1.5" SP 12.5	3,954	SY	\$17.76	\$70,223.04
5.	8" Soil Cement*	3,954	SY	\$16.34	\$64,608.36
6.	12" Compacted Subgrade (LBR 20)	3,954	SY	\$13.34	\$52,746.36
7.	*8" Stabilized Subgrade (Curb)(LBR 40)	791	SY	\$8.89	\$7,031.99
8.	Curb Ramp (HC TTM TD-8)	27	EA	\$951.27	\$25,684.29
9.	Miami Curb	3,558	LF	\$16.90	\$60,130.20
10.	6" Concrete Sidewalk	24,055	SF	\$9.20	\$221,306.00
11.	Signing & Marking	1	LS	\$17,131.02	\$17,131.02
TOTAL					\$1,404,860.89

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 PERFORMANCE BOND
 SEPTEMBER 27, 2023

STORM DRAINAGE					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	Type "1" Inlet	11	EA	\$8,388.05	\$92,268.55
2.	Type "2" Inlet	1	EA	\$8,238.07	\$8,238.07
3.	Type "5L" Inlet	1	EA	\$13,057.96	\$13,057.96
4.	Type "5R" Inlet	1	EA	\$13,057.96	\$13,057.96
5.	Type "D" Inlet Outlet Control Structure w/ Slots	2	EA	\$7,621.72	\$15,243.44
6.	Type "D" Inlet Outlet Control Structure w/ J Bottom & Weir Wall	1	EA	\$17,026.16	\$17,026.16
7.	Manhole	2	EA	\$8,030.76	\$16,061.52
8.	60" Manhole	4	EA	\$9,030.76	\$36,123.04
9.	Underdrain, 6"	1,370	LF	\$25.90	\$35,483.00
10.	Underdrain, Cleanout	9	LF	\$586.30	\$5,276.70
11.	Reinforced Concrete Pipe, 18 in. Diameter	446	LF	\$67.18	\$29,962.28
12.	Reinforced Concrete Pipe, 24 in. Diameter	357	LF	\$90.67	\$32,369.19
13.	Reinforced Concrete Pipe, 30 in. Diameter	357	LF	\$126.65	\$45,214.05
14.	Reinforced Concrete Pipe, 36 in. Diameter	1,183	LF	\$142.56	\$168,648.48
15.	Reinforced Concrete Pipe, 42 in. Diameter	613	LF	\$194.53	\$119,246.89
16.	Connect to Exist Storm Manhole	1	EA	\$8,099.18	\$8,099.18
17.	Flared End Section, 30 in.	1	EA	\$6,962.87	\$6,962.87
18.	Flared End Section, 36 in.	1	EA	\$9,224.96	\$9,224.96
19.	Flared End Section, 42 in.	1	EA	\$11,550.03	\$11,550.03
20.	Mitered End Section, 18 in.	1	EA	\$3,048.53	\$3,048.53
21.	Sand Cement Rip-Rap	30	SY	\$199.83	\$5,994.90
Brookside 4C					
1.	Type "1" Inlet	15	EA	\$8,388.05	\$125,820.75
2.	Type "2" Inlet	1	EA	\$8,238.07	\$8,238.07
3.	Type "D" Inlet Outlet Control Structure w/ Slots	1	EA	\$7,621.72	\$7,621.72
4.	Manhole	3	EA	\$8,030.76	\$24,092.28
5.	Underdrain, 6"	940	LF	\$25.90	\$24,346.00
6.	Underdrain, Cleanout	9	LF	\$586.30	\$5,276.70
7.	Reinforced Concrete Pipe, 18 in. Diameter	1,114	LF	\$67.18	\$74,838.52
8.	Reinforced Concrete Pipe, 30 in. Diameter	325	LF	\$126.65	\$41,161.25
9.	Flared End Section, 18 in.	5	EA	\$3,822.30	\$19,111.50
10.	Flared End Section, 30 in.	1	EA	\$6,962.87	\$6,962.87
11.	Sand Cement Rip-Rap	17	SY	\$199.83	\$3,397.11
TOTAL					\$1,033,024.53

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 PERFORMANCE BOND
 SEPTEMBER 27, 2023

WATER DISTRIBUTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	6" PVC Water Main	695	LF	\$34.87	\$24,234.65
2.	8" PVC Water Main	1,183	LF	\$48.47	\$57,340.01
3.	6" Gate Valve	7	EA	\$2,319.12	\$16,233.84
4.	8" Gate Valve	11	EA	\$3,113.52	\$34,248.72
5.	8 x 6" Tee	1	EA	\$702.97	\$702.97
6.	8" Tee	3	EA	\$769.78	\$2,309.34
7.	8" x 6" Reducer	3	EA	\$428.91	\$1,286.73
8.	6" Fittings & Restraints	1	LS	\$8,293.49	\$8,293.49
9.	8" Fittings & Restraints	1	LS	\$12,512.66	\$12,512.66
10.	Double Water Connection Assembly (Long)	3	EA	\$1,547.66	\$4,642.98
11.	Double Water Connection Assembly (Short)	2	EA	\$1,407.98	\$2,815.96
12.	Single Water Connection Assembly (Long)	10	EA	\$773.83	\$7,738.30
13.	Single Water Connection Assembly (Short)	17	EA	\$703.99	\$11,967.83
14.	Chlorine Injection Point	1	EA	\$750.00	\$750.00
15.	Blowoff Sample Point	5	EA	\$3,040.24	\$15,201.20
16.	Fire Hydrant Assembly	3	EA	\$7,956.88	\$23,870.64
17.	Testing	1	LS	\$1,200.00	\$1,200.00
18.	Temporary Construction Meter	1	LS	\$8,711.68	\$8,711.68
Brookside 4C					
1.	6" PVC Water Main	1,553	LF	\$34.87	\$54,153.11
2.	8" PVC Water Main	289	LF	\$48.47	\$14,007.83
3.	6" Gate Valve	13	EA	\$2,319.12	\$30,148.56
4.	8" Gate Valve	2	EA	\$3,113.52	\$6,227.04
5.	6" Tee	3	EA	\$573.44	\$1,720.32
6.	8"x6" Tee	1	EA	\$702.97	\$702.97
7.	8" x 6" Reducer	1	EA	\$428.91	\$428.91
8.	6" Fittings & Restraints	1	LS	\$6,946.80	\$6,946.80
9.	8" Fittings & Restraints	1	LS	\$3,003.33	\$3,003.33
10.	Double Water Connection Assembly (Short)	6	EA	\$1,407.98	\$8,447.88
11.	Single Water Connection Assembly (Short)	20	EA	\$703.99	\$14,079.80
12.	Chlorine Injection Point	1	EA	\$750.00	\$750.00
13.	Blowoff Sample Point	3	EA	\$3,040.24	\$9,120.72
14.	Fire Hydrant Assembly	2	EA	\$7,956.88	\$15,913.76
15.	Testing	1	LS	\$1,200.00	\$1,200.00
16.	Temporary Construction Meter	1	LS	\$8,711.68	\$8,711.68
TOTAL					\$409,623.71

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 PERFORMANCE BOND
 SEPTEMBER 27, 2023

SANITARY SEWER					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	8" Sanitary Sewer, (SDR 26) PVC; 0'-6'	65	LF	\$45.05	\$2,928.25
2.	8" Sanitary Sewer, (SDR 26) PVC; 6'-8'	347	LF	\$57.96	\$20,112.12
3.	8" Sanitary Sewer, (SDR 26) PVC; 8'-10'	950	LF	\$63.72	\$60,534.00
4.	8" Sanitary Sewer, (SDR 26) PVC; 12'-14'	307	LF	\$103.63	\$31,814.41
5.	8" Sanitary Sewer, (SDR 26) PVC; 14'-16'	125	LF	\$130.49	\$16,311.25
6.	8" Sanitary Sewer, (SDR 26) PVC; 16'-18'	7	LF	\$196.97	\$1,378.79
7.	Manhole; 0-6'	1	EA	\$5,888.92	\$5,888.92
8.	Manhole; 6'-8'	1	EA	\$6,402.40	\$6,402.40
9.	Manhole; 8'-10'	4	EA	\$7,300.53	\$29,202.12
10.	Manhole; 8'-10' (Drop)	1	EA	\$9,939.49	\$9,939.49
11.	Manhole; 12'-14'	1	EA	\$11,096.79	\$11,096.79
12.	Manhole; 12'-14' (Drop)	1	EA	\$15,055.23	\$15,055.23
13.	Double Service Connection	11	EA	\$1,182.93	\$13,012.23
14.	Single Service Connection	15	EA	\$751.66	\$11,274.90
15.	Dewatering	1	LS	\$13,000.00	\$13,000.00
Brookside 4C					
1.	8" Sanitary Sewer, (SDR 26) PVC; 0'-6'	397	LF	\$45.05	\$17,884.85
2.	8" Sanitary Sewer, (SDR 26) PVC; 6'-8'	733	LF	\$57.96	\$42,484.68
3.	8" Sanitary Sewer, (SDR 26) PVC; 8'-10'	413	LF	\$63.72	\$26,316.36
4.	Manhole; 0-6'	4	EA	\$5,888.92	\$23,555.68
5.	Manhole; 6'-8'	2	EA	\$6,402.40	\$12,804.80
6.	Manhole; 8'-10'	1	EA	\$7,300.53	\$7,300.53
7.	Double Service Connection	7	EA	\$1,182.93	\$8,280.51
8.	Single Service Connection	12	EA	\$751.66	\$9,019.92
9.	Dewatering	1	LS	\$12,000.00	\$12,000.00
TOTAL					\$407,598.23

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: BROOKSIDE PHASE 4B & 4C

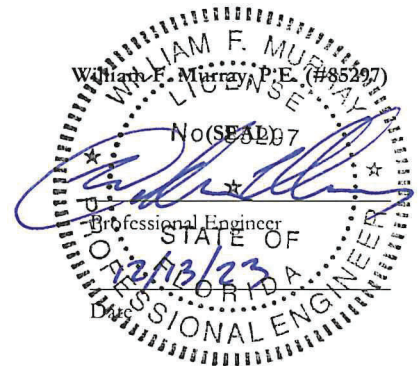
EXHIBIT C
WARRANTY BOND
SEPTEMBER 27, 2023

SUMMARY OF SCHEDULES

STATE OF FLORIDA }
 }
COUNTY OF HILLSBOROUGH }

I, William F. Murray, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 85297, hereby certify that I have examined the Plat of Brookside Phase 4B and 4C as filed by Ardurra Group, Inc., located in Sections 8 & 9, Township 32 South, Range 19 East Hillsborough County, Florida; and that the costs of the improvements lying within the said Plat and applicable offsite improvements, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Warranty Bond required by the Hillsborough County Land Development Code.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$1,404,860.89
STORM DRAINAGE	\$1,033,024.53
WATER & FIRE DISTRIBUTION	\$409,623.71
SANITARY SEWER	\$407,598.23
	GRAND TOTAL
	<u>\$3,255,107.36</u>
WARRANTY BOND (10% OF GRAND TOTAL AMOUNT)	\$325,510.74
	$\$3,255,107.36 \times 0.10 = \$325,510.74$



ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 WARRANTY BOND
 SEPTEMBER 27, 2023

ROAD CONSTRUCTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	1.5" SP 12.5	4,507	SY	\$17.76	\$80,044.32
2.	6" Crushed Concrete (LBR 150)	4,507	SY	\$16.34	\$73,644.38
3.	8" Stabilized Subgrade (LBR 40)	5,408	SY	\$8.89	\$48,077.12
4.	1.5" SP 12.5	4,507	SY	\$17.76	\$80,044.32
5.	8" Soil Cement*	4,507	SY	\$16.34	\$73,644.38
6.	12" Compacted Subgrade (LBR 20)	4,507	SY	\$13.34	\$60,123.38
7.	*8" Stabilized Subgrade (Curb)(LBR 40)	937	SY	\$8.89	\$8,329.93
8.	Open-cut and Overlay 14th Ave SE	1	LS	\$7,451.38	\$7,451.38
9.	Curb Ramp (HC TTM TD-8)	19	EA	\$951.27	\$18,074.13
10.	Miami Curb	4,056	LF	\$16.90	\$68,546.40
11.	6" Concrete Sidewalk	18,790	SF	\$9.20	\$172,868.00
12.	Signing & Marking	1	LS	\$18,137.44	\$18,137.44
Brookside 4C					
1.	1.5" SP 12.5	3,954	SY	\$17.76	\$70,223.04
2.	6" Crushed Concrete (LBR 150)	3,954	SY	\$16.34	\$64,608.36
3.	8" Stabilized Subgrade (LBR 40)	4,745	SY	\$8.89	\$42,183.05
4.	1.5" SP 12.5	3,954	SY	\$17.76	\$70,223.04
5.	8" Soil Cement*	3,954	SY	\$16.34	\$64,608.36
6.	12" Compacted Subgrade (LBR 20)	3,954	SY	\$13.34	\$52,746.36
7.	*8" Stabilized Subgrade (Curb)(LBR 40)	791	SY	\$8.89	\$7,031.99
8.	Curb Ramp (HC TTM TD-8)	27	EA	\$951.27	\$25,684.29
9.	Miami Curb	3,558	LF	\$16.90	\$60,130.20
10.	6" Concrete Sidewalk	24,055	SF	\$9.20	\$221,306.00
11.	Signing & Marking	1	LS	\$17,131.02	\$17,131.02
TOTAL					\$1,404,860.89

STORM DRAINAGE					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	Type "1" Inlet	11	EA	\$8,388.05	\$92,268.55
2.	Type "2" Inlet	1	EA	\$8,238.07	\$8,238.07
3.	Type "5L" Inlet	1	EA	\$13,057.96	\$13,057.96
4.	Type "5R" Inlet	1	EA	\$13,057.96	\$13,057.96
5.	Type "D" Inlet Outlet Control Structure w/ Slots	2	EA	\$7,621.72	\$15,243.44
6.	Type "D" Inlet Outlet Control Structure w/ J Bottom & Weir Wall	1	EA	\$17,026.16	\$17,026.16
7.	Manhole	2	EA	\$8,030.76	\$16,061.52
8.	60" Manhole	4	EA	\$9,030.76	\$36,123.04
9.	Underdrain, 6"	1,370	LF	\$25.90	\$35,483.00
10.	Underdrain, Cleanout	9	LF	\$586.30	\$5,276.70
11.	Reinforced Concrete Pipe, 18 in. Diameter	446	LF	\$67.18	\$29,962.28
12.	Reinforced Concrete Pipe, 24 in. Diameter	357	LF	\$90.67	\$32,369.19
13.	Reinforced Concrete Pipe, 30 in. Diameter	357	LF	\$126.65	\$45,214.05
14.	Reinforced Concrete Pipe, 36 in. Diameter	1,183	LF	\$142.56	\$168,648.48
15.	Reinforced Concrete Pipe, 42 in. Diameter	613	LF	\$194.53	\$119,246.89
16.	Connect to Exist Storm Manhole	1	EA	\$8,099.18	\$8,099.18
17.	Flared End Section, 30 in.	1	EA	\$6,962.87	\$6,962.87
18.	Flared End Section, 36 in.	1	EA	\$9,224.96	\$9,224.96
19.	Flared End Section, 42 in.	1	EA	\$11,550.03	\$11,550.03
20.	Mitered End Section, 18 in.	1	EA	\$3,048.53	\$3,048.53
21.	Sand Cement Rip-Rap	30	SY	\$199.83	\$5,994.90
Brookside 4C					
1.	Type "1" Inlet	15	EA	\$8,388.05	\$125,820.75
2.	Type "2" Inlet	1	EA	\$8,238.07	\$8,238.07
3.	Type "D" Inlet Outlet Control Structure w/ Slots	1	EA	\$7,621.72	\$7,621.72
4.	Manhole	3	EA	\$8,030.76	\$24,092.28
5.	Underdrain, 6"	940	LF	\$25.90	\$24,346.00
6.	Underdrain, Cleanout	9	LF	\$586.30	\$5,276.70
7.	Reinforced Concrete Pipe, 18 in. Diameter	1,114	LF	\$67.18	\$74,838.52
8.	Reinforced Concrete Pipe, 30 in. Diameter	325	LF	\$126.65	\$41,161.25
9.	Flared End Section, 18 in.	5	EA	\$3,822.30	\$19,111.50
10.	Flared End Section, 30 in.	1	EA	\$6,962.87	\$6,962.87
11.	Sand Cement Rip-Rap	17	SY	\$199.83	\$3,397.11
TOTAL					\$1,033,024.53

WATER DISTRIBUTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	6" PVC Water Main	695	LF	\$34.87	\$24,234.65
2.	8" PVC Water Main	1,183	LF	\$48.47	\$57,340.01
3.	6" Gate Valve	7	EA	\$2,319.12	\$16,233.84
4.	8" Gate Valve	11	EA	\$3,113.52	\$34,248.72
5.	8 x 6" Tee	1	EA	\$702.97	\$702.97
6.	8" Tee	3	EA	\$769.78	\$2,309.34
7.	8" x 6" Reducer	3	EA	\$428.91	\$1,286.73
8.	6" Fittings & Restraints	1	LS	\$8,293.49	\$8,293.49
9.	8" Fittings & Restraints	1	LS	\$12,512.66	\$12,512.66
10.	Double Water Connection Assembly (Long)	3	EA	\$1,547.66	\$4,642.98
11.	Double Water Connection Assembly (Short)	2	EA	\$1,407.98	\$2,815.96
12.	Single Water Connection Assembly (Long)	10	EA	\$773.83	\$7,738.30
13.	Single Water Connection Assembly (Short)	17	EA	\$703.99	\$11,967.83
14.	Chlorine Injection Point	1	EA	\$750.00	\$750.00
15.	Blowoff Sample Point	5	EA	\$3,040.24	\$15,201.20
16.	Fire Hydrant Assembly	3	EA	\$7,956.88	\$23,870.64
17.	Testing	1	LS	\$1,200.00	\$1,200.00
18.	Temporary Construction Meter	1	LS	\$8,711.68	\$8,711.68
Brookside 4C					
1.	6" PVC Water Main	1,553	LF	\$34.87	\$54,153.11
2.	8" PVC Water Main	289	LF	\$48.47	\$14,007.83
3.	6" Gate Valve	13	EA	\$2,319.12	\$30,148.56
4.	8" Gate Valve	2	EA	\$3,113.52	\$6,227.04
5.	6" Tee	3	EA	\$573.44	\$1,720.32
6.	8"x6" Tee	1	EA	\$702.97	\$702.97
7.	8" x 6" Reducer	1	EA	\$428.91	\$428.91
8.	6" Fittings & Restraints	1	LS	\$6,946.80	\$6,946.80
9.	8" Fittings & Restraints	1	LS	\$3,003.33	\$3,003.33
10.	Double Water Connection Assembly (Short)	6	EA	\$1,407.98	\$8,447.88
11.	Single Water Connection Assembly (Short)	20	EA	\$703.99	\$14,079.80
12.	Chlorine Injection Point	1	EA	\$750.00	\$750.00
13.	Blowoff Sample Point	3	EA	\$3,040.24	\$9,120.72
14.	Fire Hydrant Assembly	2	EA	\$7,956.88	\$15,913.76
15.	Testing	1	LS	\$1,200.00	\$1,200.00
16.	Temporary Construction Meter	1	LS	\$8,711.68	\$8,711.68
TOTAL					\$409,623.71

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT C
 WARRANTY BOND
 SEPTEMBER 27, 2023

SANITARY SEWER					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
Brookside 4B					
1.	8" Sanitary Sewer, (SDR 26) PVC; 0'-6'	65	LF	\$45.05	\$2,928.25
2.	8" Sanitary Sewer, (SDR 26) PVC; 6'-8'	347	LF	\$57.96	\$20,112.12
3.	8" Sanitary Sewer, (SDR 26) PVC; 8'-10'	950	LF	\$63.72	\$60,534.00
4.	8" Sanitary Sewer, (SDR 26) PVC; 12'-14'	307	LF	\$103.63	\$31,814.41
5.	8" Sanitary Sewer, (SDR 26) PVC; 14'-16'	125	LF	\$130.49	\$16,311.25
6.	8" Sanitary Sewer, (SDR 26) PVC; 16'-18'	7	LF	\$196.97	\$1,378.79
7.	Manhole; 0-6'	1	EA	\$5,888.92	\$5,888.92
8.	Manhole; 6'-8'	1	EA	\$6,402.40	\$6,402.40
9.	Manhole; 8'-10'	4	EA	\$7,300.53	\$29,202.12
10.	Manhole; 8'-10' (Drop)	1	EA	\$9,939.49	\$9,939.49
11.	Manhole; 12'-14'	1	EA	\$11,096.79	\$11,096.79
12.	Manhole; 12'-14' (Drop)	1	EA	\$15,055.23	\$15,055.23
13.	Double Service Connection	11	EA	\$1,182.93	\$13,012.23
14.	Single Service Connection	15	EA	\$751.66	\$11,274.90
15.	Dewatering	1	LS	\$13,000.00	\$13,000.00
Brookside 4C					
1.	8" Sanitary Sewer, (SDR 26) PVC; 0'-6'	397	LF	\$45.05	\$17,884.85
2.	8" Sanitary Sewer, (SDR 26) PVC; 6'-8'	733	LF	\$57.96	\$42,484.68
3.	8" Sanitary Sewer, (SDR 26) PVC; 8'-10'	413	LF	\$63.72	\$26,316.36
4.	Manhole; 0-6'	4	EA	\$5,888.92	\$23,555.68
5.	Manhole; 6'-8'	2	EA	\$6,402.40	\$12,804.80
6.	Manhole; 8'-10'	1	EA	\$7,300.53	\$7,300.53
7.	Double Service Connection	7	EA	\$1,182.93	\$8,280.51
8.	Single Service Connection	12	EA	\$751.66	\$9,019.92
9.	Dewatering	1	LS	\$12,000.00	\$12,000.00
TOTAL					\$407,598.23

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

This Agreement made and entered into this _____ day of _____, 20_____, by and between
D.R. Horton, Inc. _____, 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
Brookside Phase 4B and 4C _____ (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 twenty-four (²⁴) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____
 - b. A Performance Bond, number 9445664 dated, _____ December 6, 2023 with _____ D.R. Horton, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

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

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

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

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

ATTEST:

Subdivider:



Witness Signature

By 

Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

JOSK A. CIELAND

Printed Name of Witness

Frank Messina

Name (typed, printed or stamped)



Witness Signature

Division President

Title

Brian J. Panico

Printed Name of Witness

3501 Riga Blvd., Suite 100, Tampa, Florida 33619

Address of Signer

813-467-2031

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

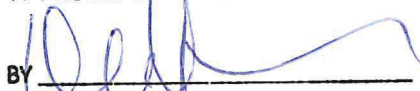
CINDY STUART
Clerk of the Circuit Court

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
11 day of December, 2023, by Frank Messina as
(day) (month) (year) (name of person acknowledging)
Division President for D.R. Horton, Inc.
(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

Michelle M Guerrier
(Signature of Notary Public - State of Florida)

Type of Identification Produced

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



GG 985525 05/06/2024
(Commission Number) (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number) (Expiration Date)

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 Brookside Phase 4B and 4C 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 twenty-four (24) 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 March 13, 2026.

SIGNED, SEALED AND DATED this 6th day of December, 2023.

ATTEST:
Michelle Guerrier
Michelle Guerrier

D.R. Horton, Inc.
BY: [Signature]
PRINCIPAL (SEAL)
Frank Messina, Division President

Fidelity and Deposit Company of Maryland
SURETY



ATTEST:
[Signature]
Bryan Ganeschi

[Signature]
ATTORNEY-IN-FACT (SEAL)
Noah William Pierce

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John F. THOMAS, Jynell Marie WHITEHEAD, Jennifer B. GULLETT, Catherine THOMPSON, Amy R. WAUGH, Noah William PIERCE and Andrew M. BENNETT, all of Charlotte, North Carolina, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of August, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Robert D. Murray
Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 16th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 6th day of December, 2023.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

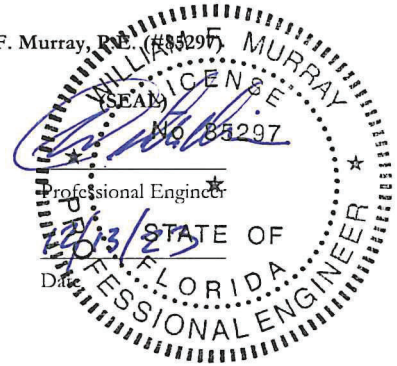
ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: BROOKSIDE PHASE 4B & 4C

EXHIBIT A - ENGINEER'S COST ESTIMATE
 LOT CORNER MONUMENTATION
 DATE: September 27, 2023

LOT CORNER MONUMENTATION

			Unit Price		Total
4B Lot Count	30 lots	X	\$100.00 equals		\$3,000.00
4C Lot Count	33 lots	X	\$100.00 equals		\$3,300.00
LOT CORNER PERFORMANCE BOND AMOUNT (125% OF TOTAL)	125%	X	\$6,300.00 equals		\$7,875.00

William F. Murray, P.E. (#85297)



br



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Sherwood Phase 4B
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5571
HCPS Project ID Number	SC-755
Parcel / Folio Number(s)	055588.0000; 055589.0000
Project Location	14 Ave. SE and 12 St. SE, Ruskin
Dwelling Units & Type	33 Single-Family, Detached
Applicant	Spencer Farms, Inc.

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	7	3	5		15

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle and high school Concurrency Service Areas (CSA's) serving this site and the adjacent middle and high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (DA 22-0803), the terms of which were approved by the School Board on March 22, 2022, and the Hillsborough County BOCC on August 17, 2022. The Applicant contributed funds on April 28, 2023 in the amount of \$281,293 thereby satisfying the requirement to construct 3 middle and 5 high school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia, M.S
 Manager, Planning & Siting
 Growth Management Department
 E: glorimar.belangia@hcps.net
 P: 813.272.4228

May 1, 2023
 Date Issued



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Sherwood Phase 4C
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5572
HCPS Project ID Number	SC-772
Parcel / Folio Number(s)	055317.0000; 055318.0000
Project Location	1102 & 1096 SE 14 Ave., Ruskin
Dwelling Units & Type	33 Single-Family Detached
Applicant	Spencer Farms, Inc

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	7	3	5		15

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle and high school Concurrency Service Areas (CSA's) serving this site and the adjacent middle and high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (DA-0805), the terms of which were approved by the School Board on April 5, 2022, and the Hillsborough County BOCC on August 17, 2022. The Applicant contributed funds on April 28, 2023, in the amount of \$281,293.00 thereby satisfying the requirement to construct 3 middle and 5 high school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia, M.S.
 Manager, Planning & Siting
 Growth Management Department
 E: glorimar.belangia@hcps.net
 P: 813.272.4228

May 1, 2023
 Date Issued

BROOKSIDE PHASE 4B AND 4C

BEING A REPLAT OF LOTS 329, 330, AND A PORTION OF LOT 99, RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SECTIONS 8 AND 9, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

DESCRIPTION:

LOTS 329, 330, AND LOT 99, LESS A TRIANGULAR PORTION OF SAID LOT 99, BEGINNING AT THE SOUTH-NORTHWEST CORNER AND EXTENDING 52 1/2 FEET EAST ON THE NORTH BORDER OF SAID LOT 99, THEN EXTENDING SOUTHWESTERLY TO THE WESTERN BORDER OF SAID LOT 99, THEN SOUTHWESTERLY TO THE POINT OF BEGINNING, RUSKIN COLONY FARMS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

CONTAINING 18.260 ACRES, MORE OR LESS

DEDICATION:

THE OWNERS OF THE LANDS PLATTERED HEREIN DO HEREBY DEDICATE THIS PLAT OF BROOKSIDE PHASE 4B AND 4C FOR RECORD, FURTHER, THE OWNERS DOES HEREBY STATE, DECLARE AND MAKE THE FOLLOWING DEDICATION TO THE PUBLIC IN GENERAL FOR PUBLIC USE ALL STREETS, ROADS, RIGHTS OF WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC".

OWNERS HEREBY DEDICATE TO HILLSBOROUGH COUNTY, FLORIDA ("THE COUNTY") AND THE PUBLIC IN GENERAL FOR PUBLIC USE ADDITIONAL VARIABLE WIDTH PUBLIC RIGHT-OF-WAY FOR 14TH AVENUE SE AS DEPICTED HEREON.

OWNERS HEREBY DEDICATE TO THE PUBLIC USE ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THEREON.

OWNERS HEREBY RESERVE FEE TITLE IN AND TO TRACTS A, B, C, D, E, F, G, AND H FOR CONVEYANCE TO THE CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SUCH TRACTS ARE HEREBY MADE SUBJECT TO ANY AND ALL EASEMENTS EXPRESSLY DEDICATED TO THE PUBLIC USE AS SHOWN ON THE PLAT.

OWNERS HEREBY RESERVE A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, RETENTION AND DETENTION, AND OTHER DRAINAGE FACILITIES. ALL SUCH EASEMENTS SHALL BE SUBJECT TO ALL PUBLIC EASEMENTS SHOWN HEREON.

OWNER:

D.R. HORTON, INC., A DELAWARE CORPORATION

ANNIE NIZE, VICE PRESIDENT

WITNESS _____
(PRINT NAME)

WITNESS _____
(PRINT NAME)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY ANNIE NIZE AS VICE PRESIDENT, ON BEHALF OF D.R. HORTON, INC., A DELAWARE CORPORATION, WHO PERSONALLY APPEARED BEFORE ME BY PHYSICAL PRESENCE, OR ONLINE NOTARIZATION, AND WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

OWNER:

SHERWOOD MANOR COMMUNITY DEVELOPMENT DISTRICT

(CARLOS DE LA OSSA, VICE-CHAIRMAN) _____
WITNESS _____
(PRINT NAME)

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY _____ AS VICE-CHAIRMAN, ON BEHALF OF THE DISTRICT, WHO PERSONALLY APPEARED BEFORE ME BY PHYSICAL PRESENCE, OR ONLINE NOTARIZATION, AND WHO IS PERSONALLY KNOWN TO ME, OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE _____
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA:

THIS INSTRUMENT MEETS THE REQUIREMENTS, IN FORM, OF CHAPTER 177 PART 1 OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ CLERK OF CIRCUIT COURT THIS _____ DAY OF _____, 2023. TIME: _____

BY _____ DEPUTY CLERK CLERK FILE NUMBER _____

BOARD OF COUNTY COMMISSIONERS:

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____

PLAT APPROVAL:

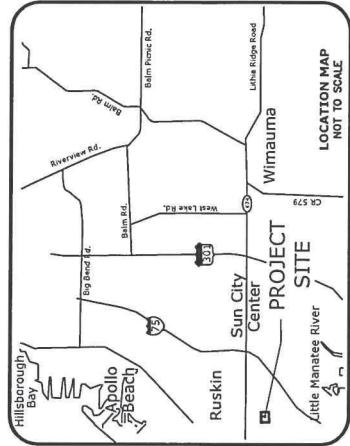
THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY, FLORIDA

SURVEY CERTIFICATE:

I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND BEING SURVEYED AND SUBDIVIDED; THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLES ALL REQUIREMENTS OF CHAPTER 177 PART 1 OF THE FLORIDA STATUTES AND HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE; THAT PERMANENT REFERENCE MONUMENTS (P-RMS) WERE SET ON THE BOUNDARIES OF THE LANDS HEREON; AND THAT PERMANENT CONTROL POINTS (P-CP(S)) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER THE REQUIREMENTS OF FLORIDA STATUTES OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA, #6651
4921 MEMORIAL HIGHWAY
TAMPA, FLORIDA 33634
LB2610



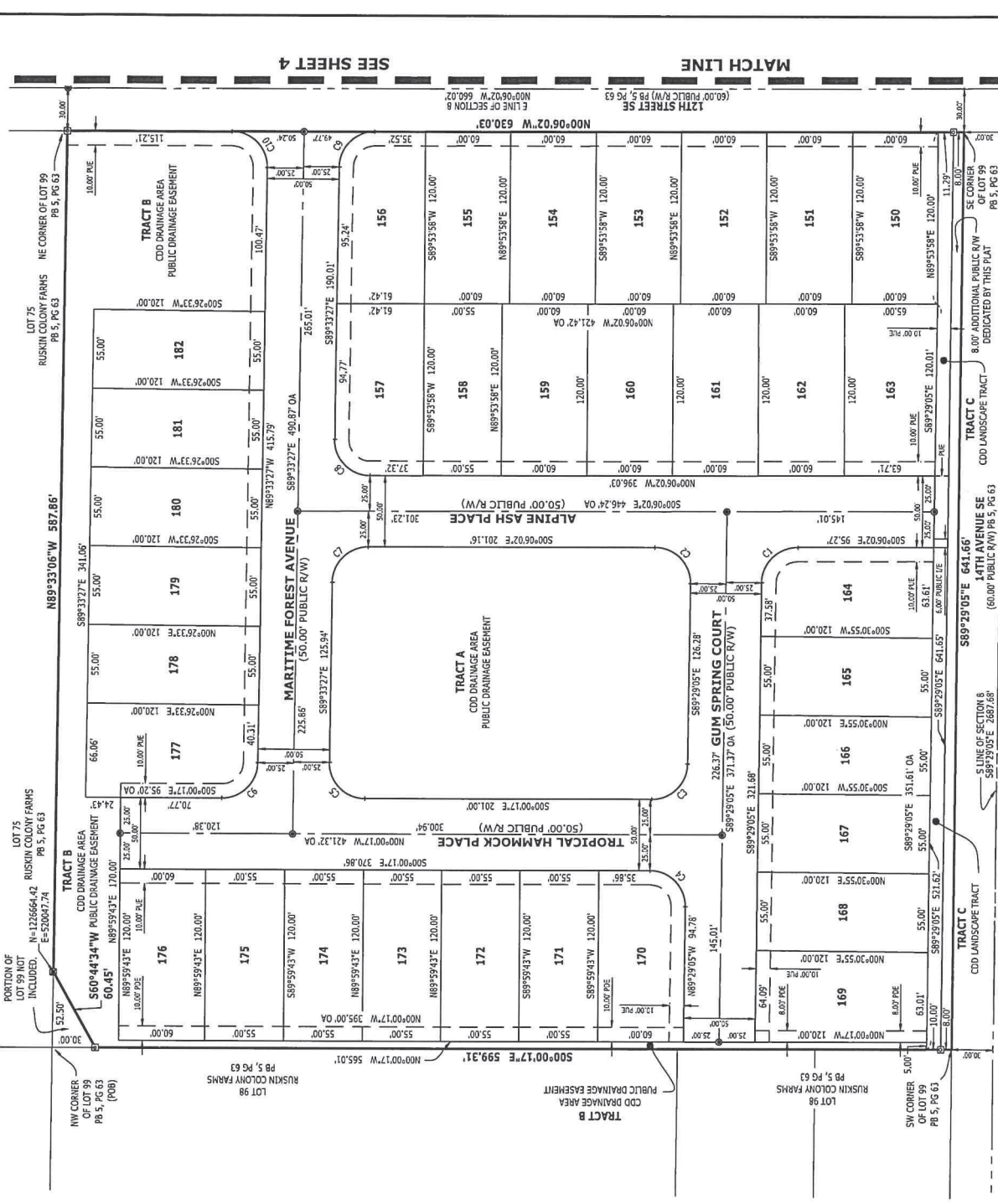
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 860-8861
www.ardurra.com
License #2010



BROOKSIDE PHASE 4B AND 4C

BEING A REPLAT OF LOTS 329, 330, AND A PORTION OF LOT 99,
RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,
SECTIONS 8 AND 9, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE	LENGTH	RADIUS	DELTA	BEARING	COORD
C1	39.00'	25.00'	89°13'31"	M44°27'31"W	35.16'
C2	39.54'	25.00'	89°36'57"	M45°12'27"E	35.54'
C3	39.44'	25.00'	89°38'48"	S44°44'41"E	35.19'
C4	39.50'	25.00'	90°11'12"	M45°15'19"E	35.52'
C5	39.07'	25.00'	90°36'30"	S45°13'08"W	35.69'
C6	39.07'	25.00'	89°31'10"	S44°46'32"E	35.22'
C7	39.03'	25.00'	89°27'23"	M44°49'58"W	35.19'
C8	39.01'	25.00'	89°23'27"	S45°10'15"W	35.52'
C9	39.03'	25.00'	89°27'23"	M44°49'58"W	35.19'
C10	39.41'	25.00'	90°23'29"	M45°10'15"E	35.52'



SCALE: 1" = 50'



ARDURRA
COLLABORATE. INNOVATE. CREATE.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33614
Phone: (813) 880-8881
www.Ardurra.com
License #2610

SEE SHEET 2 OF 4 FOR KEY MAP
FIR 318 131-4521
CCR 7 113109

SHEET 3 OF 4

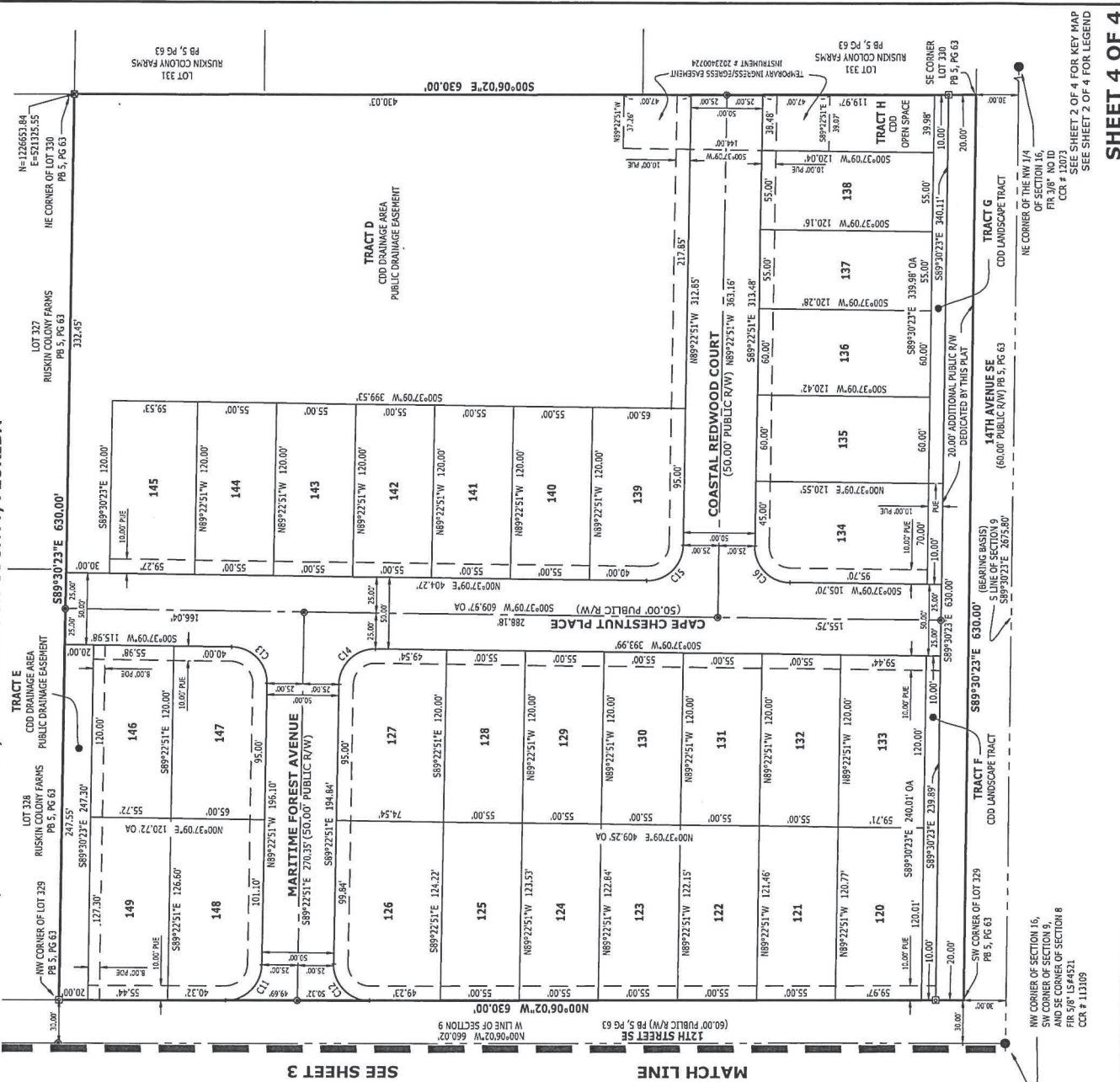
SEE SHEET 4

MATCH LINE

BROOKSIDE PHASE 4B AND 4C

BEING A REPLAT OF LOTS 329, 330, AND A PORTION OF LOT 99,
RUSKIN COLONY FARMS, PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA,
SECTIONS 8 AND 9, TOWNSHIP 32 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C11	38.96'	25.00'	89°14'46"	S44°44'28"E	35.17'
C12	39.58'	25.00'	90°43'09"	S49°15'14"W	35.58'
C13	39.27'	25.00'	90°00'00"	N45°27'09"E	35.56'
C14	39.27'	25.00'	90°00'00"	N47°25'11"W	35.56'
C15	39.27'	25.00'	90°00'00"	S44°25'11"E	35.56'
C16	39.27'	25.00'	90°00'00"	S45°37'09"W	35.56'

SEE SHEET 3

MATCH LINE



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OF SECTION 16
FIR 3/8" NO 10
CCR # 12073
SEE SHEET 2 OF 4 FOR KEY MAP
SEE SHEET 2 OF 4 FOR LEGEND

SHEET 4 OF 4