

SUBJECT: Leisey Subdivision Phase 3B
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: February 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Leisey Subdivision Phase 3B, located in Section 33, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and reclaimed water) 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 \$1,389,798.75, a Warranty Bond in the amount of \$111,183.90, 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 \$6,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

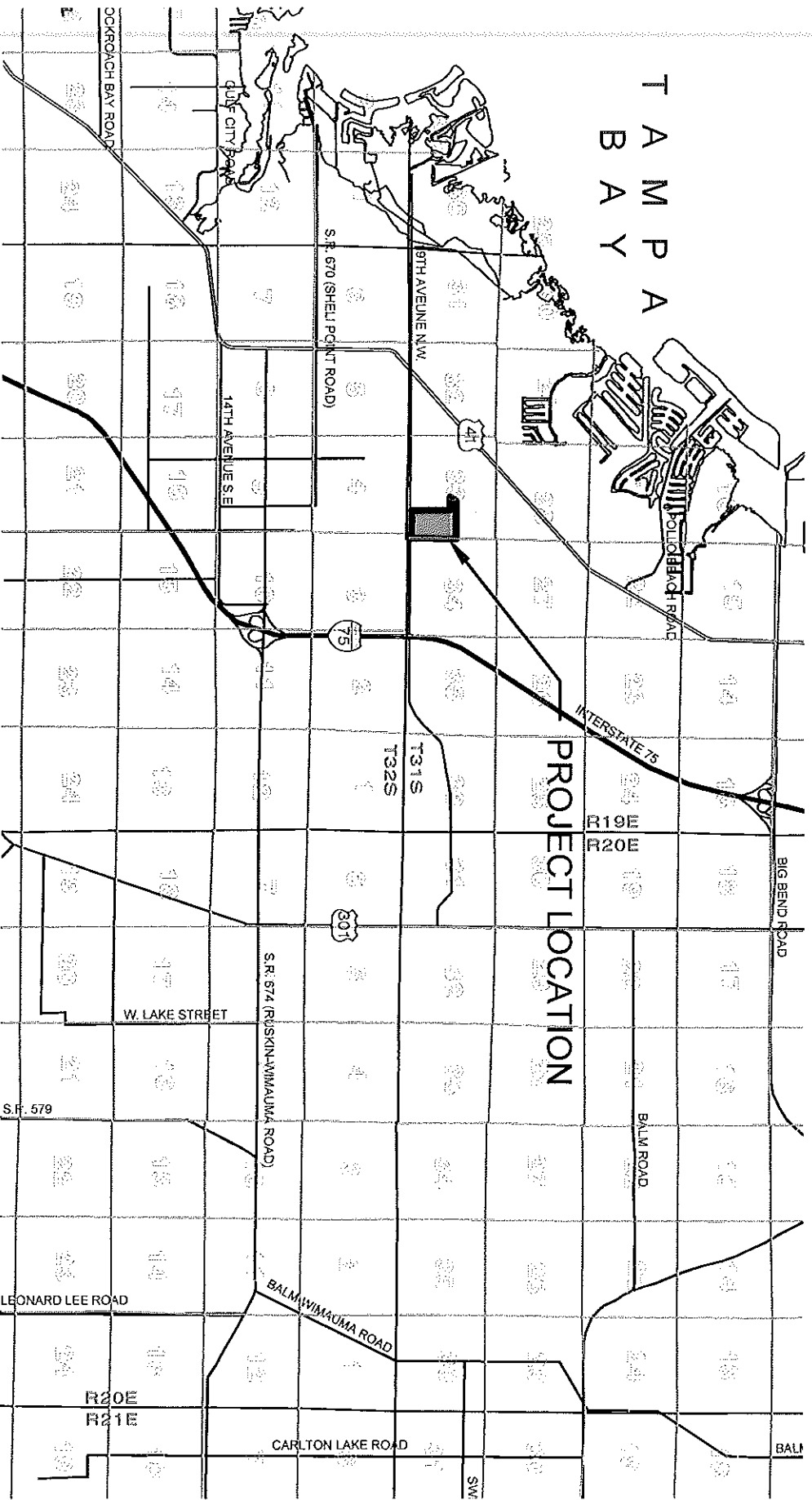
BACKGROUND:

On March 5, 2020, Permission to Construct Prior to Platting was issued for Leisey Subdivision Phase 3B. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is CalAtlantic Group, Inc and the engineer is Hamilton Engineering & Surveying, Inc.

Leisey Phase 3B

VICINITY MAP

NTS



**SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND WARRANTY OF REQUIRED IMPROVEMENTS**

This Agreement is made and entered into this _____ day of _____, 20____, by and between CalAtlantic Group, Inc., hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Leisey Subdivision Phase 3B; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as Leisey Subdivision Phase 3B are to be installed after recordation of said plat under guarantees posted with the County; and

WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, 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 improvements in the platted area; and

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

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

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

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

NOW, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned 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 platted area known as

Lesiey Subdivision Phase 3B 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, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located in Lesiey Subdivision Phase 3B subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond (No. 9328375), dated Nov 24, 2020 with CalAtlantic Group, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, and

A Warranty Bond (No. 9328975-M), dated Nov 24, 2020 with CalAtlantic Group, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Leisey Subdivision Phase 3B at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the Six (6) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty, instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 24th day of Nov, 2010.

ATTEST:

[Signature]
Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

ABI James
Printed Name of Witness

[Signature]
Witness' Signature

Kristine Canario
Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

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

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Parker Hironis
Name (typed, printed or stamped)

AUTHORIZED AGENT
Title

4600 W. CYPRESS ST., STE 300, TAMPA, FL 33607
Address of Signer

813-574-5722

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED BY COUNTY ATTORNEY
[Signature]
As to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 13th day of November, 2020, by Parker Hiron and

respectively President and authorized agent of Lennar Homes LLC Inc., a corporation under the laws of the state of Florida on behalf of the

corporation. (C) He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

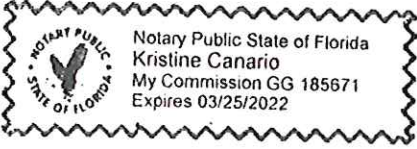
Sign: [Signature] (Seal)

Print: Kristine Canario

Title or Rank: Notary Public

Serial Number, if any: 185671

My Commission Expires: 03/25/22



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

Bond No. 9328375

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we CalAtlantic Group, Inc. called the Principal, and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Million Three Hundred Eighty Nine Thousand Seven Hundred Ninety Eight Dollars and Seventy Five Cents (\$1,389,798.75) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction of water, wastewater, reclaimed water, street, drainage and other necessary 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

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

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

Bond No. 9328375

Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Leisey Subdivision Phase 3B subdivision all, roads, drainage, water and wastewater & reclaimed water and other necessary facilities, to be built and constructed in conjunction with 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 September 9, 2021.

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

[Signature]
Twek Bauers

CalAtlantic Group, Inc.,
A Delaware corporation

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

[Signature]
Chloe Larkin, Witness

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]
ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 4th day of December, 2020, by Marrin L Matheny Jr as Vice President of CalAtlantic Group, Inc. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 21, 2021
My Commission Number: GG077910

[Signature]
Kristen Joseph



APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11/24/2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer is Representing: _____

**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 **Mechelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, 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 1st day of May, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of May, 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, 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, deposeth 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, Notary Public
My Commission Expires: July 9, 2019

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we CalAtlantic Group, Inc. called the Principal and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of One Hundred Eleven Thousand One Hundred Eighty Three Dollars and Ninety Cents (\$111,183.90) for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater & reclaimed water) for maintenance in connection with the approved platted subdivision known as Leisey Subdivision Phase 3B; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater & reclaimed water) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting such improvements for a definite period of time in an amount as agreed to by the Board of County Commissioners of Hillsborough County and the Principal; and

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

of which Agreement require the Principal to submit an instrument warranting the above-described improvements; and

WHEREAS, the terms of said Subdivider's Agreement, which are by reference, incorporated into and made a part of this Warranty Bond, provide that the Principal shall warrant the above-described improvements for a period of two (2) years.

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

- A.** If the Principal shall warrant for a period of two (2) years following the date of acceptance of the roads, drainage, water and wastewater, reclaimed water facilities for maintenance by the Board of County Commissioners of Hillsborough County, in conjunction with the approved platted subdivision known as Leisey Subdivision Phase 3B, 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 September 9, 2023.

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

CalAtlantic Group, Inc.,
a Delaware corporation

[Signature]

Frank Dauers

BY: [Signature]

PRINCIPAL (SEAL)

ATTEST:

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]

Chloe Larkin, Witness

[Signature]

ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 24th day of December,
2020, by Marrm L Metheny Jr as Vice President of CalAtlantic Group, Inc.
He/she is personally known to me or has produced _____ as identification.

[Signature]

NOTARY PUBLIC

My Commission Expires: April 21, 2021
My Commission Number: GG077910

Kristen Joseph

Print Name



APPROVED BY COUNTY ATTORNEY
[Signature]

Approved as to Form and Legal Sufficiency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

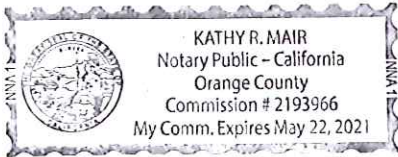
On 11/24/2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Kathy R. Mair
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

**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 **Mechelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, 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 1st day of May, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 1st day of May, 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, 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, depose 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.

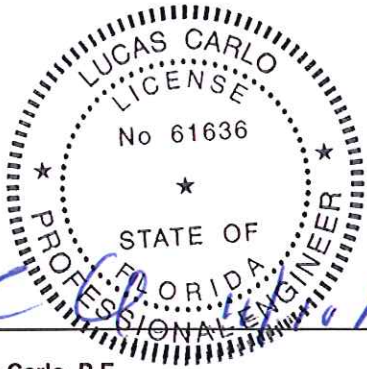
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

**LEISEY SUBDIVISION
Phase 3B Construction
PERFORMANCE BOND ESTIMATE**

PAVING.....	\$	<u>192,285.00</u>
STORM DRAINAGE.....	\$	<u>744,677.40</u>
SANITARY SEWER COLLECTION SYSTEM:	\$	<u>60,159.85</u>
WATER DISTRIBUTION SYSTEM:	\$	<u>64,136.10</u>
RECLAIM DISTRIBUTION SYSTEM:	\$	<u>50,580.65</u>
TOTAL:	\$	<u>1,111,839.00</u>
125% PERFORMANCE BOND AMOUNT:	\$	<u>1,389,798.75</u>



Lucas Carlo, P.E.
 Florida Registered Professional Engineer #61636
 Hamilton Engineering and Surveying, Inc. LB# 8474

**LEISEY SUBDIVISION
Phase 3B Construction**

PAVING

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	1 1/2" TYPE SP ASPHALT	SY	4,418	\$9.65	\$ 42,633.70
	6" CRUSHED CONCRETE BASE	SY	4,418	\$11.30	\$ 49,923.40
	12" STABILIZED SUBGRADE (LBR-40)	SY	4,418	\$4.65	\$ 20,543.70
	MIAMI CURB	LF	3,854	\$10.30	\$ 39,696.20
	TYPE "F" CURB	LF	510	\$19.70	\$ 10,047.00
	4" CONCRETE SIDEWALK	SF	5,365	\$4.40	\$ 23,606.00
	5' ADA HANDICAPPED RAMP	EA	3	\$945.00	\$ 2,835.00
	SIGNAGE & STRIPING	LS	1	\$3,000.00	\$ 3,000.00
<u>TOTAL</u>					<u>\$ 192,285.00</u>

**LEISEY SUBDIVISION
Phase 3B Construction**

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	18" CLASS III RCP STORM	LF	449	\$36.00	\$ 16,164.00
	24" CLASS III RCP STORM	LF	263	\$48.15	\$ 12,663.45
	30" CLASS III RCP STORM	LF	83	\$65.55	\$ 5,440.65
	12" x 18" CLASS III ERCP STORM	LF	32	\$42.65	\$ 1,364.80
	HILLS. CO. TYPE 1 CURB INLET	EACH	7	\$3,900.00	\$ 27,300.00
	TYPE P MANHOLE	EACH	2	\$2,450.00	\$ 4,900.00
	CONTROL STRUCTURE TYPE E	EACH	1	\$7,150.00	\$ 7,150.00
	30" RCP MES	EACH	2	\$2,700.00	\$ 5,400.00
	RIP RAP @ END SECTION	EACH	2	\$560.00	\$ 1,120.00
	6" UNDERDRAIN (FINE AGGREGATE)	LF	2470	\$13.35	\$ 32,974.50
	UNDERDRAIN CLEANOUT	EACH	14	\$225.00	\$ 3,150.00
	ASSEM. & INSTALLATION OF BRIDGE & ABUTMEN	EACH	1	\$472,000.00	\$ 472,000.00
	CONTECH BRIDGE STRUCTURE - MATERIAL ONLY	LS	1	\$153,000.00	\$ 153,000.00
	CONCRETE SUMP	EACH	1	\$2,050.00	\$ 2,050.00
				TOTAL	\$ 744,677.40

**LEISEY SUBDIVISION
Phase 3B Construction**

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	8" PVC (0-6' CUT)	LF	549	\$15.55	\$ 8,536.95
	8" PVC (6'-8' CUT)	LF	447	\$16.60	\$ 7,420.20
	8" PVC (8'-10' CUT)	LF	341	\$17.90	\$ 6,103.90
	8" PVC (10'-12' CUT)	LF	68	\$19.55	\$ 1,329.40
	8" PVC C900 DR18 (12'-14' CUT)	LF	28	\$63.55	\$ 1,779.40
	SANITARY MANHOLE (0'-6' CUT)	EACH	3	\$2,950.00	\$ 8,850.00
	SANITARY MANHOLE (6'-8' CUT)	EACH	2	\$2,950.00	\$ 5,900.00
	SINGLE SERVICE	EACH	4	\$635.00	\$ 2,540.00
	DOUBLE SERVICE	EACH	20	\$885.00	\$ 17,700.00
				TOTAL	\$ 60,159.85

**LEISEY SUBDIVISION
Phase 3B Construction**

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	4" PVC WATER MAIN (DR 18)	LF	391	\$9.85	\$ 3,851.35
	6" PVC WATER MAIN (DR 18)	LF	1,209	\$12.75	\$ 15,414.75
	4" GATE VALVE ASSEMBLY	EACH	2	\$810.00	\$ 1,620.00
	6" GATE VALVE ASSEMBLY	EACH	6	\$950.00	\$ 5,700.00
	4" MJ BEND	EACH	16	\$165.00	\$ 2,640.00
	6" MJ BEND	EACH	18	\$195.00	\$ 3,510.00
	6" MJ TEE	EACH	1	\$210.00	\$ 210.00
	6" MJ REDUCER	EACH	2	\$180.00	\$ 360.00
	FIRE HYDRANT ASSEMBLY	EACH	3	\$4,300.00	\$ 12,900.00
	SINGLE SERVICE SHORT	EACH	27	\$330.00	\$ 8,910.00
	SINGLE SERVICE LONG	EACH	19	\$400.00	\$ 7,600.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH	2	\$710.00	\$ 1,420.00
				TOTAL	\$ 64,136.10

**LEISEY SUBDIVISION
Phase 3B Construction**

RECLAIM DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	4" PVC RECLAIMED MAIN (DR 18)	LF	1687	\$9.95	\$ 16,785.65
	4" GATE VALVE ASSEMBLY	EACH	9	\$780.00	\$ 7,020.00
	4" MJ BEND	EACH	30	\$160.00	\$ 4,800.00
	4" MJ TEE	EACH	1	\$235.00	\$ 235.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH	2	\$710.00	\$ 1,420.00
	SINGLE SERVICE SHORT	EACH	23	\$340.00	\$ 7,820.00
	SINGLE SERVICE LONG	EACH	23	\$410.00	\$ 9,430.00
	2" WATER SERVICE	EACH	2	\$825.00	\$ 1,650.00
	TEMPORARY BLOW OFF ASSEMBLY	EACH	2	\$710.00	\$ 1,420.00
				TOTAL	\$ 50,580.65

**LEISEY SUBDIVISION
Phase 3B Construction
WARRANTY BOND ESTIMATE**

PAVING.....	\$	<u>192,285.00</u>
STORM DRAINAGE.....	\$	<u>744,677.40</u>
SANITARY SEWER COLLECTION SYSTEM:	\$	<u>60,159.85</u>
WATER DISTRIBUTION SYSTEM:	\$	<u>64,136.10</u>
RECLAIM DISTRIBUTION SYSTEM:	\$	<u>50,580.65</u>
TOTAL:	\$	<u>1,111,839.00</u>
10% WARRANTY BOND AMOUNT:	\$	<u>111,183.90</u>



Lucas Carlo, P.E.
 Florida Registered Professional Engineer #61636
 Hamilton Engineering and Surveying, Inc. LB# 8474

LEISEY SUBDIVISION
Phase 3B Construction

PAVING

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<u>TOTAL</u>					<u>\$ 192,285.00</u>

LEISEY SUBDIVISION
Phase 3B Construction

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TOTAL					\$ 744,677.40

**LEISEY SUBDIVISION
Phase 3B Construction**

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				TOTAL	\$ 60,159.85

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Phase 3B Construction**

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**LEISEY SUBDIVISION
Phase 3B Construction**

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	SINGLE SERVICE LONG	EACH	23	\$410.00	\$ 9,430.00
	2" WATER SERVICE	EACH	2	\$825.00	\$ 1,650.00
	TEMPORARY BLOW OFF ASSEMBLY	EACH	2	\$710.00	\$ 1,420.00
				TOTAL	\$ 50,580.65

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

This Agreement is made and entered into this ____ day of _____, 20____, by and between CalAtlantic Group, Inc. hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Leisey Subdivision Phase 3B; and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Leisey Subdivision Phase 3B 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 _____, or
 - b. A Performance Bond (No. 9328376), dated Nov 24, 2020, with CalAtlantic Group, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety,
or
 - c. Escrow Agreement, dated _____,
_____, between
and the County, or
 - d. Cashier/Certified Check, number _____,
_____, dated _____, which shall be deposited by the County into a non-interest-bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as Leisey Subdivision Phase 3B at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held

invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 13th day of Nov, 2020.

ATTEST:

[Signature]

Witness' Signature
(Signed before a Notary Public and 2 Witnesses)

ABI JAMES

Printed Name of Witness

[Signature]

Witness' Signature

Kristine Canario

Printed Name of Witness

SUBDIVIDER: CalAtlantic Group, Inc.

By: _____
Authorized Corporate Officer or Individual

PARKER HIRONS
Name (typed, printed or stamped)

AUTHORIZED AGENT
Title

4600 W. CYPRUSS ST., STE 309 TAMPA, FL 33607
Address of Signer

813-574-5722
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument is hereby acknowledged before me this 13th day of November, 2020, by Parker Hirons as authorized agent of CalAtlantic Group, Inc. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: 03/25/22
My Commission Number: 185071

[Signature]
NOTARY PUBLIC
Kristine Canario
Print Name



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

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
By: _____
Chairman

Subdivider Agreement for Performance - Placement of Lot Corners.doc

APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

Bond No. 9328376

SUBDIVISION PERFORMANCE BOND
FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we CalAtlantic Group, Inc. called the Principal, and Fidelity and Deposit Company of Maryland called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of **Six Thousand Eight Hundred Seventy Five dollars and Zero cents** (\$6,875.00) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, 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 Leisey Subdivision Phase 3B are to be installed after recordation of said plat under guarantees posted with the County; and

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

Bond No. 9328376

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Leisey Subdivision Phase 3B 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 September 9, 2021.

Bond No. 9328376

SIGNED, SEALED AND DATED this 24th day of November, 2020.

ATTEST:

CalAtlantic Group, Inc.,
a Delaware Corporation

[Signature]
Trotter Bauers

BY: [Signature]
PRINCIPAL (SEAL)

ATTEST:

Fidelity and Deposit Company of Maryland
SURETY (SEAL)

[Signature]
Chloe Larkin, Witness

[Signature]
ATTORNEY-IN-FACT Mechelle Larkin



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument is hereby acknowledged before me this 24th day of December, 2020, by Marvin Klothner Jr as Vice President of CalAtlantic Group, Inc.. He/she is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 21, 2021
My Commission Number: GG077910

[Signature]



APPROVED BY COUNTY ATTORNEY
[Signature]
Approved as to Form and Legal Sufficiency

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 11/24/2020 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Mechelle Larkin -----,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mechelle Larkin
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney-in-Fact
 Trustee Guardian or Conservator
 Other: _____

Signer is Representing: _____

**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 **Mechelle LARKIN, Kathy R. MAIR, and My HUA**, all of **Irvine, California**, 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 1st day of May, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of May, 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, 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, depose 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, Notary Public
My Commission Expires: July 9, 2019

LEISEY SUBDIVISION PHASE 3B

**SURVEYOR'S COST ESTIMATE FOR PLACEMENT OF
LOT CORNERS AND PERMANENT CONTROL POINTS**

Listed below is Hamilton Engineering and Surveying, Inc.'s certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of Leisey Subdivision Phase 3B. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

44 Lots @ \$125.00 each = \$5,500.00 x 125% = \$6,875.00



Aaron J. Murphy, P.S.M.
Vice President

11-9-2020

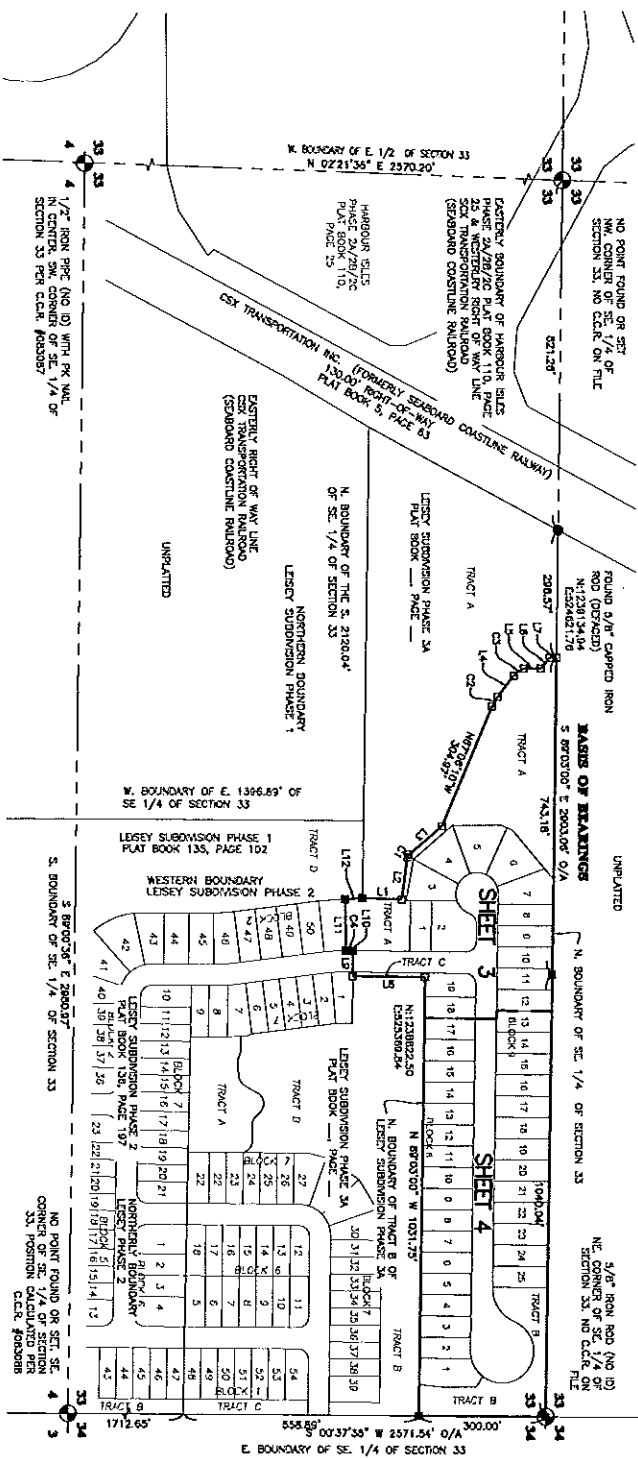
Date



LEISEY SUBDIVISION PHASE 3B BOUNDARY AND KEY SHEET

PLAT BOOK _____ PAGE _____

A SUBDIVISION BEING A REPLAT OF TRACT D OF LEISEY SUBDIVISION PHASE 3A AS RECORDED IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTION 33, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



LINE#	DIRECTION	LENGTH
L1	N 02°04'07" W	64.287
L2	N 82°14'37" W	100.237
L3	N 35°44'33" W	102.777
L4	N 02°11'46" W	62.235
L5	N 02°00'00" E	30.241
L6	N 42°44'30" W	33.004
L7	N 00°57'00" E	15.707
L8	S 00°57'37" W	172.644
L9	N 80°22'47" W	80.007
L10	S 00°07'12" W	8.297
L11	S 82°38'47" W	130.778
L12	N 03°11'10" W	40.327

CURVED	POINTS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	81.71	N 00°19'33" W	7.23	7.45	45.9004°
C2	90.85	N 55°53'35" W	23.82	25.81	18.2020°
C3	30.00	N 33°09'33" W	20.20	20.74	34.0433°
C4	23.00	S 07°08'07" W	0.97	0.97	0°00'00"

PREPARED BY:
HAMILTON
ENGINEERING & SURVEYING, INC.

3400 W. LEMON STREET
TAMPA, FL 33606
LB #701 3
TEL (813) 250-3535
FAX (813) 250-3030

TRACT A - WETLAND CONSERVATION AREA (PRIVATE), OPEN SPACE AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE ESCAPEMENT (PUBLIC), AND UTILITY ESCAPEMENT (PUBLIC)

TRACT B - OPEN SPACE AREA (PRIVATE), WETLAND CONSERVATION AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE ESCAPEMENT (PUBLIC), AND UTILITY ESCAPEMENT (PUBLIC)

TRACT C - OPEN SPACE AREA (PRIVATE), AND UTILITY ESCAPEMENT (PUBLIC)

- LEGEND**
- SET (INA) PERMANENT REFERENCE MONUMENT 4"x4"
 - CONCRETE MONUMENT 4"x4"
 - SET (POB) PERMANENT MONUMENT 1.5"x1.5"
 - SET (POB) PERMANENT CONTROL POINT
 - PAPER-TYPE NAIL AND DISC YAMMILTON LB#7015
 - BROWN LINE (NOTED)
 - (INA) NON-AVAIL. LINE
 - LOCKED BUSINESS CORNER RECORD
 - ENVIRONMENTAL PROTECTION COMMISSION
 - WETLAND CONSERVATION AREA
 - WETLAND CONSERVATION AREA SETBACK
 - WETLAND CONSERVATION AREA SETBACK

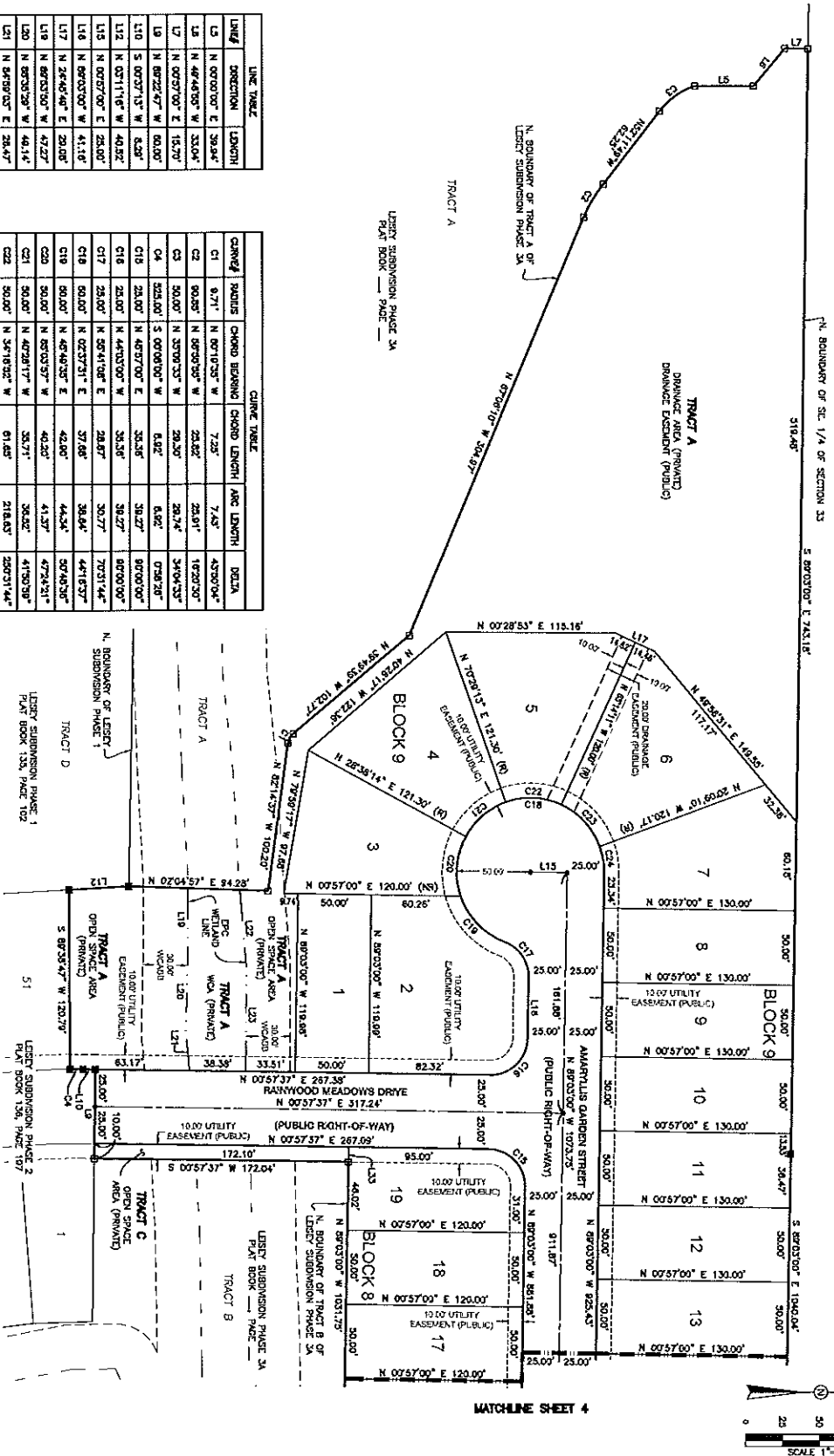
NOTE:
SEE PLAT NOTE 7 ON SHEET 1
CONCERNING WETLAND CONSERVATION AREA.

LEISEY SUBDIVISION PHASE 3B

A SUBDIVISION BEING A REPLAT OF TRACT D OF LEISEY SUBDIVISION PHASE 3A AS RECORDED IN PLAT BOOK _____ PAGE _____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTION 33, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

UNPLATTED



MATCHLINE SHEET 4

LINE#	DIRECTION	LENGTH
L1	N 07°00'00" E	50.00'
L2	N 48°44'50" W	33.04'
L3	N 00°37'15" E	15.70'
L4	N 89°25'47" W	60.00'
L5	S 00°37'15" W	52.98'
L6	N 03°11'10" E	40.82'
L7	N 00°57'00" E	25.00'
L8	N 69°05'00" W	41.16'
L9	N 24°46'40" E	20.00'
L10	N 89°05'00" W	47.27'
L11	N 24°46'40" E	48.14'
L12	N 89°05'00" W	28.47'
L13	N 03°11'10" E	20.00'
L14	N 00°57'00" E	53.00'
L15	N 69°05'00" W	60.20'
L16	N 03°11'10" E	10.00'

CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	8.71'	N 67°10'35" W	7.25'	7.43'	43°00'04"
C2	60.00'	N 69°05'00" W	28.82'	28.81'	162°00'00"
C3	50.00'	N 37°05'33" W	29.32'	29.34'	34°04'53"
C4	252.00'	S 07°00'00" W	6.82'	6.82'	0°00'00"
C5	25.00'	N 48°37'00" E	28.87'	30.27'	80°00'00"
C6	25.00'	N 48°37'00" E	38.58'	38.27'	80°00'00"
C7	25.00'	N 50°41'00" E	37.68'	30.77'	70°51'44"
C8	25.00'	N 48°37'00" E	42.80'	44.84'	50°40'30"
C9	50.00'	N 67°03'37" W	49.20'	41.37'	67°43'21"
C10	50.00'	N 67°03'37" W	35.31'	35.82'	41°50'30"
C11	50.00'	N 54°18'32" W	61.48'	218.03'	289°31'44"
C12	50.00'	N 47°18'20" E	38.34'	39.34'	45°00'00"
C13	50.00'	N 69°23'00" E	18.31'	18.42'	47°00'10"
C14	50.00'	N 69°23'00" E	18.31'	18.42'	21°06'10"



PREPARED BY:
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FAX (813) 250-3255

NOTE:
SEE PLAT NOTE 7 ON SHEET 1
CONVEYING WETLAND CONSERVATION RECORD

TRACT A - WETLAND CONSERVATION AREA (PRIVATE), OPEN SPACE AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)

TRACT B - OPEN SPACE AREA (PRIVATE), WETLAND CONSERVATION AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)

TRACT C - OPEN SPACE AREA (PRIVATE), AND UTILITY EASEMENT (PUBLIC)

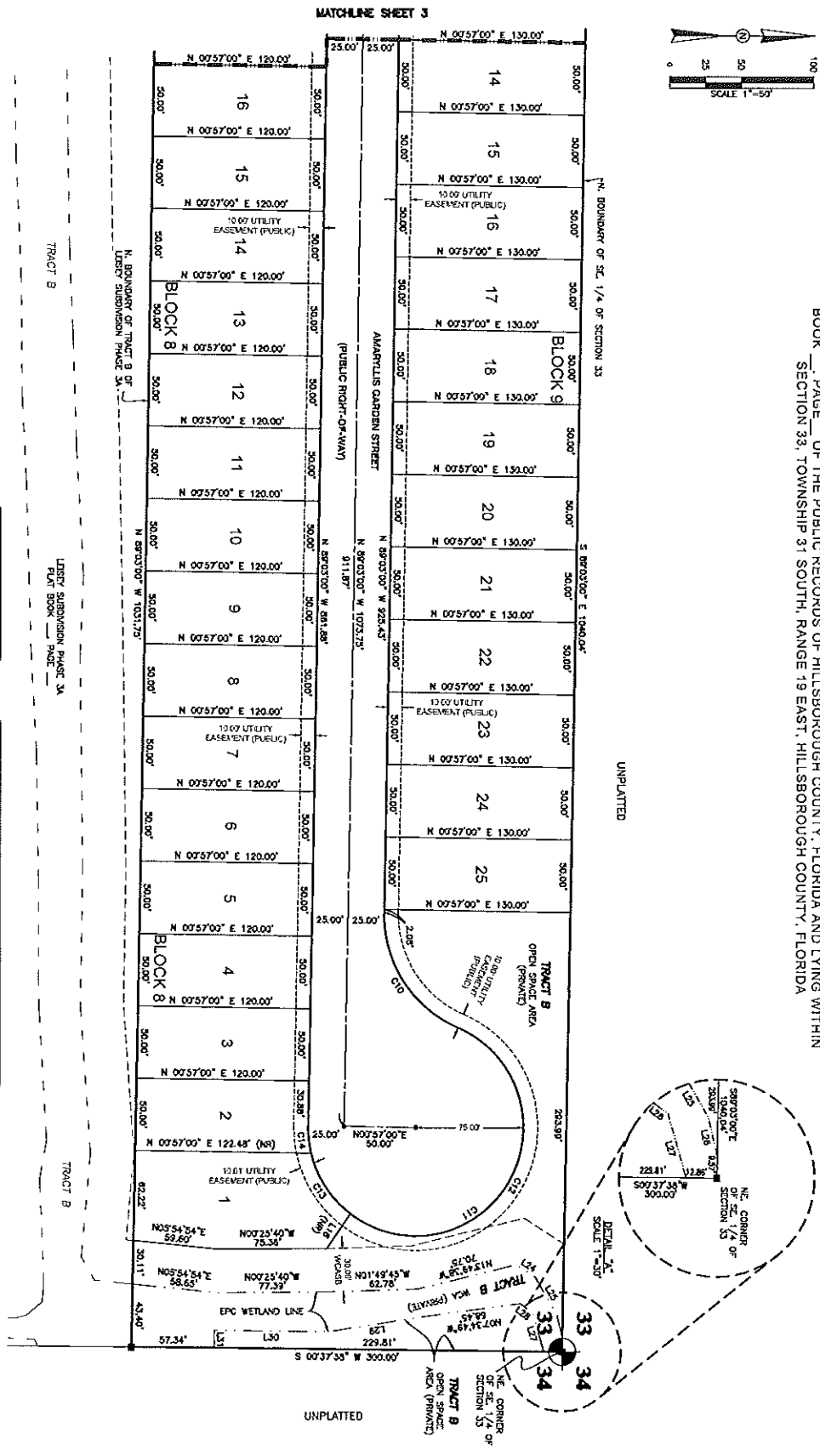
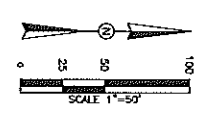
TRACT D - WETLAND CONSERVATION AREA (PRIVATE), OPEN SPACE AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)

LEGEND

- SET (P.M.) PERMANENT REFERENCE MONUMENT 4"x4"
- CONCRETE MONUMENT REFERENCE POINT
- SET (P.M.) PERMANENT REFERENCE POINT
- SET (P.M.) PERMANENT CONTROL POINT
- PARKER-MALLON NAIL AND DISC "HAMILTON LB#7013"
- FOUND AS NOTED
- NON-MATERIAL LINE
- DERIVED SURVEYING
- DERIVED CORNER RECORD
- WETLAND CONSERVATION AREA
- WETLAND PROTECTION AREA
- ENVIRONMENTAL PROTECTION COMMISSION
- WETLAND CONSERVATION AREA STRIPBACK
- WETLAND CONSERVATION AREA STRIPBACK
- WETLAND CONSERVATION AREA STRIPBACK

LEISEY SUBDIVISION PHASE 3B

A SUBDIVISION BEING A REPLAT OF TRACT D OF LEISEY SUBDIVISION PHASE 3A AS RECORDED IN PLAT BOOK ____ PAGE ____ OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTION 33, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



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LB # 701 3

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FAX (813) 250-0036

LINE	DIRECTION	LENGTH
L18	N 02°57'44" E	28.85'
L19	N 02°57'44" W	28.85'
L20	N 02°57'44" E	28.85'
L21	N 02°57'44" W	28.85'
L22	N 02°57'44" E	28.85'
L23	N 02°57'44" W	28.85'
L24	N 02°57'44" E	28.85'
L25	N 02°57'44" W	28.85'

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C10	N 02°57'44" E	80.03'	100.84'	87°58'22"
C11	N 32°02'15" W	124.37'	234.60'	247°09'32"
C12	N 02°57'44" W	146.83'	254.58'	194°18'47"
C13	N 82°44'02" E	49.84'	50.81'	97°55'40"
C14	N 82°44'02" E	18.22'	18.33'	174°48'05"

TRACT DEFINITIONS:

- TRACT A - WETLAND CONSERVATION AREA (PRIVATE), OPEN SPACE AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE easement (PUBLIC), AND UTILITY easement (PUBLIC)
- TRACT B - OPEN SPACE AREA (PRIVATE), WETLAND CONSERVATION AREA (PRIVATE), DRAINAGE AREA (PRIVATE), DRAINAGE easement (PUBLIC), AND UTILITY easement (PUBLIC)
- TRACT C - OPEN SPACE AREA (PRIVATE), AND UTILITY easement (PUBLIC)

- LEGEND**
- SET (PRU) PERMANENT REFERENCE MONUMENT 4"x4"
 - CENTER MONUMENT L&P7013
 - SET (PRU) PERMANENT REFERENCE MONUMENT 1.8"x1.8"
 - SET (CP) PERMANENT CONTROL POINT
 - PAVEMENT-WALL OR AND DISC THAMILTON L&P7013
 - FOUND AS NOTED
 - NON-ADJACENT LINE
 - OPEN SPACE AREA
 - WETLAND CONSERVATION AREA
 - SWAMPY/WETLAND CONSERVATION AREA
 - SWAMPY/WETLAND CONSERVATION AREA
 - SWAMPY/WETLAND CONSERVATION AREA

NOTE: SEE PLAT NOTE 7 ON SHEET 1 CONSERVING WETLAND CONSERVATION AREA.

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