

SUBJECT: Creek Ridge Preserve Ph 3 **PI#4716**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 22, 2025
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

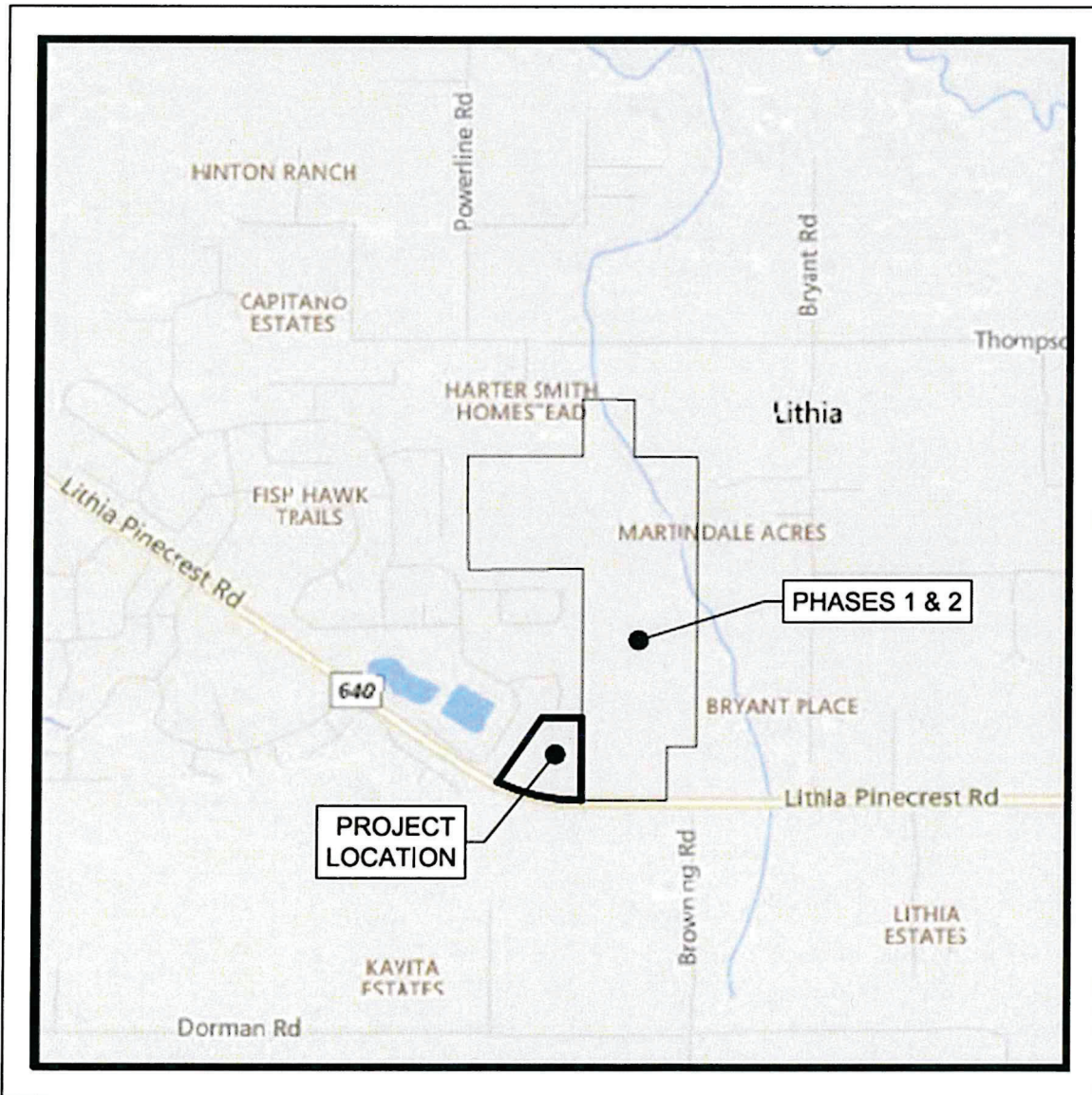
Accept the plat for recording for Creek Ridge Preserve Ph 3, located in Section 23, Township 30, and Range 21, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper 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 \$139,600.00, a Warranty Bond in the amount of \$19,589.70 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 \$2,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for this project based on a Developer Agreement and a payment of \$118,812.00 was made on October 28, 2024.

BACKGROUND:

On October 24, 2024, Permission to Construct Prior to Platting was issued for Creek Ridge Preserve Ph 3, after construction plan review was completed on August 19, 2022. The developer has submitted the required Bonds which the County Attorney's Office has reviewed and approved. The developer is HBWB Development Services, LLC and the engineer Landmark Engineering & Surveying Corporation.

CREEK RIDGE PRESERVE PHASE 3



Location Map 
NOT TO SCALE

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

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Creek Ridge Preserve Phase 3 _____, hereafter referred to as 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 such improvements will be installed; and

WHEREAS, the improvements required by the LDC in 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 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:

- | | | |
|---|--|--|
| ☐ Roads/Streets | ☒ Water Mains/Services | ☐ Stormwater Drainage Systems |
| ☐ Sanitary Gravity Sewer Systems | ☒ Sanitary Sewer Distribution System | ☐ Bridges |
| ☐ Reclaimed Water Mains/Services | ☐ Sidewalks | |
| ☐ Other: _____ | | |

hereafter referred to as the "County Improvements"; and

WHEREAS, the County required 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 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 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 in 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, 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 the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County 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, number 5869525 dated, 5/8/25 HBWB Development Services, LLC with _____ GAIC _____ as Principal, and _____ as Surety, or
A Warranty Bond, number 5869526 dated, 5/8/25 HBWB Development Services, LLC with _____ GAIC _____ as Principal, and _____ 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 the 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 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 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 County Improvement facilities 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 improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of the 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:


Witness Signature

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

Dusth Johnson
Printed Name of Witness

Elizabeth Bradburn
Name (typed, printed or stamped)


Witness Signature

CFO
Title

Christopher Le
Printed Name of Witness

4065 Crescent Park Dr, Riverview, FL 33578
Address of Signer

813-938-1250
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
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

28 day of MAY, 2025, by ELIZABETH BRADBURN as
(day) (month) (year) (name of person acknowledging)
CFO for HBWB DEVELOPMENT SERVICES, LLC
(type of authority,....e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

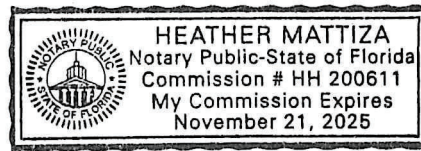
(Notary Seal)

Heather Mattiza
(Signature of Notary Public - State of Florida)

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

HH 200611
(Commission Number)

NOVEMBER 21, 2025
(Expiration Date)



Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

____ day of _____, _____, by _____
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we HBWB Development Services, LLC

called the Principal, and Great American Insurance Co.

called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Hundred Thirty Nine Thousand Six Hundred dollars 0/100 (\$139,600.00) 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 Chapters 125, 163 and 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, these subdivision regulations require the construction of improvements in connection with the platting of the Creek Ridge Preserve Phase 3 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

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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Creek Ridge Preserve Phase 3 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 22, 2026.

SIGNED, SEALED AND DATED this 8th day of May, 2025.

ATTEST:

[Signature]

HBWB Development Services, LLC

By [Signature]
Principal Seal

Great American Insurance Co.

Surety

Seal

ATTEST:

[Signature]

By [Signature]
Attorney-in-Fact Seal
Mary Martha Longley

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE

2019, before me personally appeared MARK VICARIO, to me known,

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

MARK VICARIO (877-377-2405)



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 8th day of May, 2025.



Atty L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

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

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

Dated this 24th day of March, 2020.

Great American Insurance Company



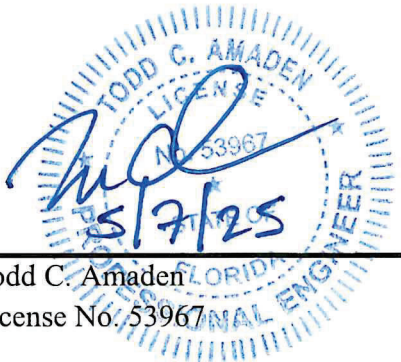
By 

Stephen C. Beraha, Assistant Vice President

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$111,680.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$0.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$0.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$0.00
TOTAL (SCHEDULES A - D)	\$111,680.00
125% PERFORAMNCE BONDING	\$139,600.00



Todd C. Amaden
License No. 53967

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE

12/9/14

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	2,630	SY	1.75" ASPHALT SP-12.5	\$21.00	\$55,230.00
2	5,395	SF	4" CONCRETE SIDEWALK	\$10.00	\$53,950.00
3	1	EA	SIGNAGE & STRIPING	\$2,500.00	\$2,500.00
4					\$0.00
5					\$0.00
6					\$0.00

TOTAL STREET IMPROVEMENTS **\$111,680.00**

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
11					\$0.00

TOTAL STORM DRAINAGE SYSTEM **\$0.00**

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00

TOTAL WATER DISTRIBUTION SYSTEM **\$0.00**

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
					\$0.00

TOTAL SANITARY SEWER SYSTEM **\$0.00**

SUBDIVISION WARRANTY BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS, that we _____

HBWB Development Services, LLC

called the Principal, and _____

Great American Insurance Company

called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of

Nineteen Thousand Five Hundred Eighty Nine dollars 70/100— (\$ 19,589.70) Dollars for the payment of which

we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvement facilities for maintenance in the approved platted subdivision known as Creek Ridge Preserve Phase 3. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Water Distribution System and Sanitary Sewer System

_____ ; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the 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 are by reference, hereby, incorporated into and made a part of this Warranty Bond.

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Creek Ridge Preserve Phase 3 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 22, 2028

SIGNED, SEALED AND DATED this 8th day of May, 2025.

ATTEST:

HBWB Development Services, LLC

By 
Principal Seal

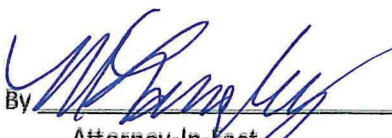
Great American Insurance Compan

Surety

Seal

ATTEST:

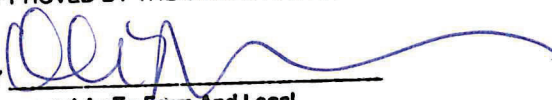


By 
Attorney-In-Fact
Mary Martha Langley



Seal

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

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

MARK VICARIO (877-377-2405)



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 8th day of May 2025



Atty L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

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

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

Dated this 24th day of March, 2020.

Great American Insurance Company



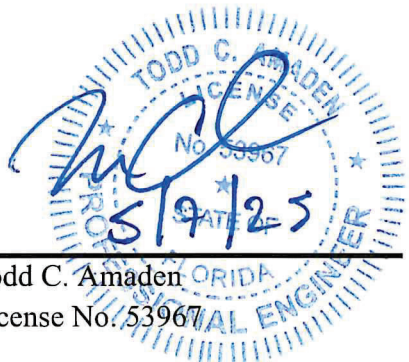
By 

Stephen C. Beraha, Assistant Vice President

CREEK RIDGE PHASE 3 (PI# 4716)
WARRANTY ESTIMATE

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$0.00
SCHEDULE B - STORM DRAINAGE SYSTEM	\$0.00
SCHEDULE C - WATER DISTRIBUTION SYSTEM	\$94,697.00
SCHEDULE D - SANITARY SEWER SYSTEM	\$101,200.00
TOTAL (SCHEDULES A - D)	\$195,897.00
10% WARRANTY BONDING	\$19,589.70



Todd C. Amaden
License No. 53967

CREEK RIDGE PHASE 3 (PI# 4716)
WARRANTY ESTIMATE

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00

TOTAL STREET IMPROVEMENTS **\$0.00**

CREEK RIDGE PHASE 3 (PI# 4716)
WARRANTY ESTIMATE

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00

TOTAL STORM DRAINAGE SYSTEM **\$0.00**

CREEK RIDGE PHASE 3 (PI# 4716)
WARRANTY ESTIMATE

SCHEDULE C - WATER DISTRIBUTION SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	423	LF	8" PVC C900 WATER MAIN	\$46.00	\$19,458.00
2	372	LF	6" PVC C900 WATER MAIN	\$34.00	\$12,648.00
3	459	LF	4" PVC C900 WATER MAIN	\$24.00	\$11,016.00
4	1	LS	PVC FITTINGS	\$13,800.00	\$13,800.00
5	2	EA	6" GATE VALVE	\$2,000.00	\$4,000.00
6	2	EA	4" GATE VALVE	\$1,500.00	\$3,000.00
7	2	EA	FIRE HYDRANT ASSEMBLY	\$8,900.00	\$17,800.00
8	11	EA	SINGLE SHORT SERVICE	\$550.00	\$6,050.00
9	7	EA	SINGLE LONG SERVICE	\$775.00	\$5,425.00
10	1	EA	BLOW-OFF ASSEMBLY	\$1,500.00	\$1,500.00

TOTAL WATER DISTRIBUTION SYSTEM **\$94,697.00**

CREEK RIDGE PHASE 3 (PI# 4716)
WARRANTY ESTIMATE

SCHEDULE D - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	6	EA	SANITARY MANHOLES	\$7,200.00	\$43,200.00
2	850	LF	8" SDR26 SEWER MAIN	\$42.00	\$35,700.00
3	8	EA	SINGLE SERVICE ASSEMBLY	\$1,600.00	\$12,800.00
4	5	EA	DOUBLE SERVICE ASSEMBLY	\$1,900.00	\$9,500.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
					\$0.00

TOTAL SANITARY SEWER SYSTEM **\$101,200.00**

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

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

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Creek Ridge Preserve Phase 3 (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 Twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number 5869524 dated, 5/8/25 HBWB Development Services, LLC with GAIC _____ as Principal, and _____ 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:

At 9/2
Witness Signature

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

Dustin Johnson
Printed Name of Witness

Elizabeth Bradburn
Name (typed, printed or stamped)

Chris Le
Witness Signature

CFO
Title

Christopher Le
Printed Name of Witness

4065 Crescent Park Dr, Riverview, FL 33578
Address of Signer

813-938-1250
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL
(When Appropriate)

ATTEST:

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
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
28 day of MAY, 2025, by ELIZABETH BLADBLURN as
(day) (month) (year) (name of person acknowledging)
CFO for HBWB DEVELOPMENT SERVICES, LLC
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

Heather Mattiza
(Signature of Notary Public - State of Florida)
HEATHER MATTIZA
(Print, Type, or Stamp Commissioned Name of Notary Public)

HH 200611 NOVEMBER 21, 2025
(Commission Number) (Expiration Date)

Individual Acknowledgement

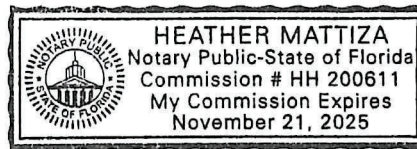
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)



(Signature of Notary Public - State of Florida)

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

(Commission Number)

(Expiration Date)

called the Principal, and Great American Insurance Co.8t

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____

well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and

regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and

of Hillsborough County; and

unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has

Creek Ridge Preserve Phase 3 are to be installed after recordation of said plat under guarantees posted with

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

ensuring completion of installation of the aforementioned lot corners within a time period established by said

into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement

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 Creek Ridge Preserve Phase 3 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 Twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL August 22, 2026.

SIGNED, SEALED AND DATED this 8th day of May, 2025.

ATTEST:

[Signature]

HBWB Development Services, LLC

BY: [Signature]
PRINCIPAL (SEAL)

Great American Insurance Co

SURETY (SEAL)

ATTEST:

[Signature]

[Signature]
ATTORNEY-IN-FACT (SEAL)
Mary Martha Langley



APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
Approved As To Form And Legal Sufficiency.

GREAT AMERICAN INSURANCE COMPANY®

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

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

No. 0 21328

POWER OF ATTORNEY

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

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

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

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

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 18TH day of JUNE, 2019

MARK VICARIO (877-377-2405)

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



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

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this 8th day of May, 2025



Atty L C. B.

Assistant Secretary



Surety Bond Seal Addendum

Great American Insurance Company

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

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

Dated this 24th day of March, 2020.

Great American Insurance Company



By 

Stephen C. Beraha, Assistant Vice President

CREEK RIDGE PHASE 3 (PI# 4716)
PERFORMANCE ESTIMATE - LOT CORNERS

LOT CORNERS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	18	EA	LOT CORNERS	\$100.00	\$1,800.00

TOTAL LOT CORNERS **\$1,800.00**

125% PERFORMANCE BONDING **\$2,250.00**



Todd C. Amaden
License No. 53967

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

The undersigned, as owner of the lands plotted herein does hereby dedicate this plot of Creek Ridge Passmore Phase 3 for record. Further, the owner does hereby dedicate to public use Tract "A" and those easements designated on the plot as "public". The undersigned further makes the following dedications and reservations:

free interest in tracts B¹ and C¹ is hereby reserved by owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners within the subdivision.

Solid tracts B⁺ and C⁺, and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of roads, parcels, and private easements, if any, reserved by owner will be the responsibility of the owner, its assigns and its successors in title.

The 30.00' Private Semic Easement and the 30.00' Private Landscape Easements are hereby reserved by the owner for conveyance to a Homeowners' Association or other custodial and maintenance entity subsequent to the recording of this plat for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

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

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

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

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

Hornes by West Boy, LLC, a Florida limited liability company

Elizabeth A. Brodeur, CFO

WITNESS

WITNESS

YSS.
COUNTY OF HILLSBOROUGH)

THIS IS TO CERTIFY, ON BEHALF OF THE BOARD OF DIRECTORS OF THE COMPANY, THAT THE PERSONS NAMED ABOVE ARE THE PERSONS WHOSE NAMES ARE APPEARED BEFORE ME BY THE SAID [] PHYSICAL PRESIDENT OR [] NAME, ORGANIZATION, OR OFFICE DULY AUTHORIZED TO HAVE COUNTERSIGNED IN THE STATE OF [] PHYSICAL PRESIDENT, ELIZABETH A. BRONFEN, ONE OF WHOM BY WHOM HE, SHE, WHO IS [] IS NOT [] PERSONALLY KNOWN TO ME TO BE THE PERSON PERSONED IN NAME AND ADDRESS HEREIN, AND THAT THE PERSONS NAMED ABOVE HAVE DECIDED THE FOREGOING DECISION AND SEVERALLY COUNTERSIGNED THE DECISION HERETO TO BE THEIR FREE ACT AND DEED FOR THE PURPOSES AND PURPOSES HEREIN EXPRESSED, AND DO NOT HAVE AN OBLIGATION TO THE COMPANY.

NOTARY PUBLIC

Score _____ (354)

Score: _____

TITLE OR NAME _____

SERIAL NUMBER, IF ANY:

MY COMMISSION EXPIRES:

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

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

thence **NORTHWESTLY**, 954.99 feet along said curve, through a curve conceive of a central angle of 25.10727° (chord bears **N.77.302.83° W.**, 977.09 feet) to a point on the **SOUTHWESTLY** extension of the boundary line of **PAGECELOT, FISHLAKE TRAILS UNIT #6**, as recorded in **PLOT BOOK 90, PAGE 4**, of the Public Records of Hillsborough County, Florida; thence along said boundary line and extension the following two courses: **N.43.28.35° E., 905.27 feet**; thence **S.69.53.15° E., 455.06 feet** to the said **EASTERY** boundary line of the **SOUTHWEST 1/4 of said Section 23**, said line also being the **WESTERY** boundary line of **CREEK RIDGE PRESERVE PHASE 1**, as recorded in **PLOT BOOK 140, PAGES 178-185**, of the Public Records of Hillsborough County, Florida; thence **S.00.03.45° N., 954.93 feet** along said **EASTERY** boundary of the **SOUTHWEST 1/4 of said Section 23** and along said **WESTERY** boundary of **PRESERVE PHASE 1** to the **POINT OF BEGINNING**.

THIS PLAY HAS BEEN APPROVED FOR RECORDATION

CHAIRMAN _____

DATE _____

CHURCHMAN

CHURCHMAN

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

FLORIDA PROFESSIONAL SURVEYING AND MAPPING, LICENSE # _____,
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

SAID(S), AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGES _____ - _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY _____ CLERK OF CIRCUIT COURT
THIS _____ DAY OF _____, 20____, TRUE
CLERK FILE NUMBER _____

THE UNDERSIGNED HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED, THAT THIS PLATT WAS PREPARED UNDER THE DIRECTION AND SUPERVISION, THAT THIS PLATT COMPLETS WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE. THAT FURTHER REQUIREMENTS (RPS) WERE SET ON THE _____ DAY OF _____, 20____, AS SHOWN HEREON. THAT THIS PLATT FULFILLS ALL OF THE REQUIREMENTS OF FLORIDA STATUTE ON _____ IN ACCORDANCE WITH CONDITIONS OF BIDDING.

SCOTT R. FOWLER, LS 5185
FLORIDA REGISTERED SURVEYOR

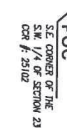
LANDMARK ENGINEERING & SURVEYING CORPORATION
6515 PALM RIVER ROAD, TAMPA, FLORIDA 33619
CERTIFICATE OF AUTHORIZATION NO. LB 3813

LANDMARK
Engineering & Surveying Corporation

8515 Palm River Road
(813) 621-7841
www.lesc.com

Tampa, Florida 33619
(813) 664-1532 (fax)
L.B. # 3913

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

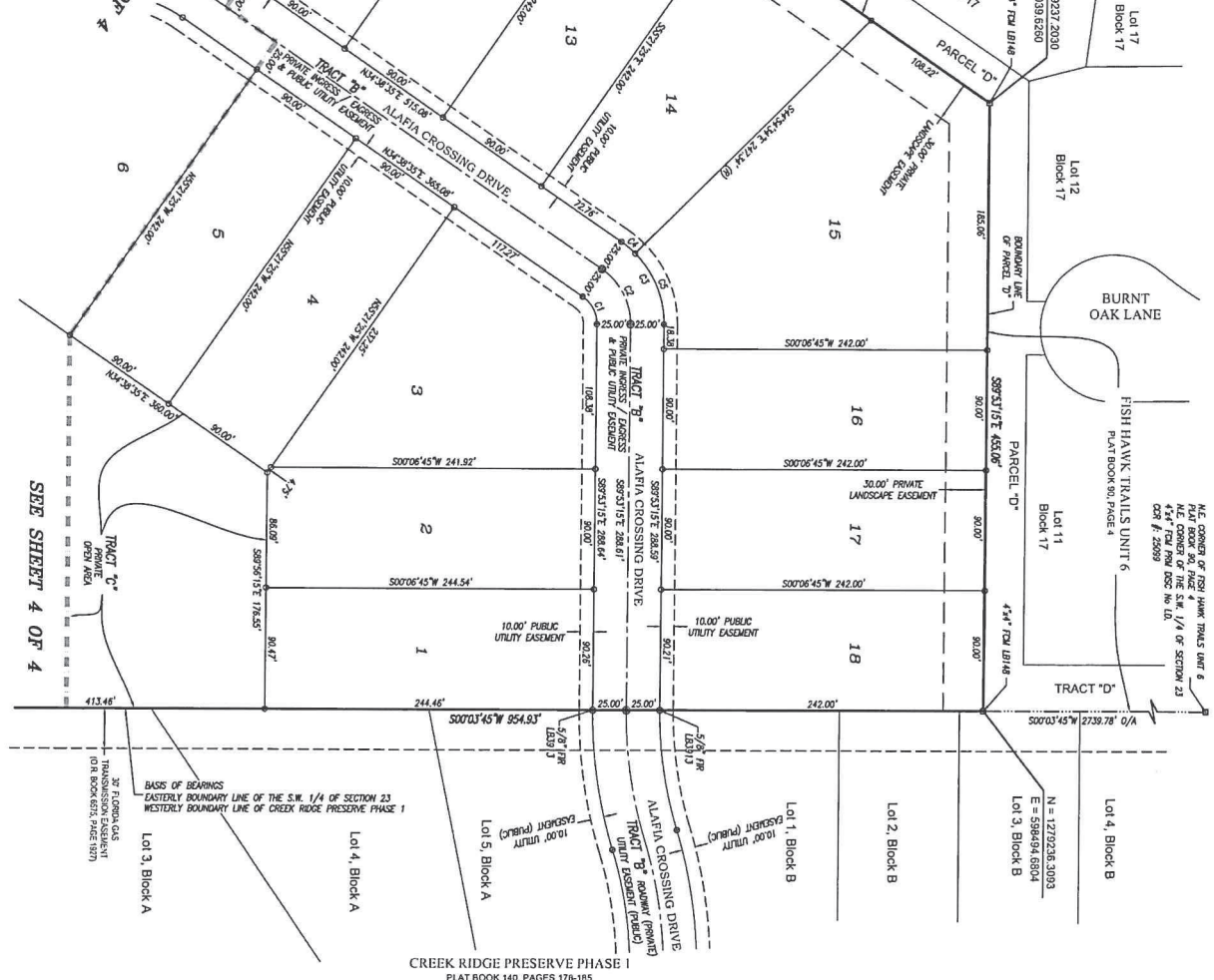
[illegible]

- # LANDMARK

CREEK RIDGE PRESERVE PHASE 3

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

Curve / Point	Angle	Radius	Chord	Delta	Bearing
C1	75.00°	55.93' 10"	24.30'	23.27°	S89°22'40"W
C2	75.00°	55.93' 10"	24.30'	23.27°	S89°22'40"W
C3	75.00°	55.93' 10"	24.30'	23.27°	S89°22'40"W
C4	75.00°	55.93' 10"	24.30'	23.27°	S89°22'40"W
C5	75.00°	55.93' 10"	24.30'	23.27°	S89°22'40"W



NOTE: IN THE CASE WHERE THE LOCATION OF A P.C.P. (P.C.P. = POINT OF COMMENCEMENT) IS NOT SHOWN, THE LOCATION OF THE P.C.P. SHALL BE THE INTERSECTION OF THE CENTERLINE OF THE ROAD AND THE CENTERLINE OF THE EASEMENT. IF THE P.C.P. IS NOT SHOWN, THE LOCATION OF THE P.C.P. SHALL BE THE INTERSECTION OF THE CENTERLINE OF THE ROAD AND THE CENTERLINE OF THE EASEMENT. IF THE P.C.P. IS NOT SHOWN, THE LOCATION OF THE P.C.P. SHALL BE THE INTERSECTION OF THE CENTERLINE OF THE ROAD AND THE CENTERLINE OF THE EASEMENT.

LEGEND:

- = CENTERLINE
- = EASEMENT
- = RIGHT-OF-WAY
- = BOUNDARY
- = ALTERNATE BOUNDARY
- = ALTERNATE CENTERLINE
- = ALTERNATE EASEMENT
- = ALTERNATE RIGHT-OF-WAY
- = ALTERNATE BOUNDARY
- = ALTERNATE CENTERLINE
- = ALTERNATE EASEMENT
- = ALTERNATE RIGHT-OF-WAY

SCALE: 1" = 60'

GRAPHIC SCALE (IN FEET):

0 30 60

LEGEND:

- = CENTERLINE
- = EASEMENT
- = RIGHT-OF-WAY
- = BOUNDARY
- = ALTERNATE BOUNDARY
- = ALTERNATE CENTERLINE
- = ALTERNATE EASEMENT
- = ALTERNATE RIGHT-OF-WAY

LANDMARK
Engineering & Surveying Corporation

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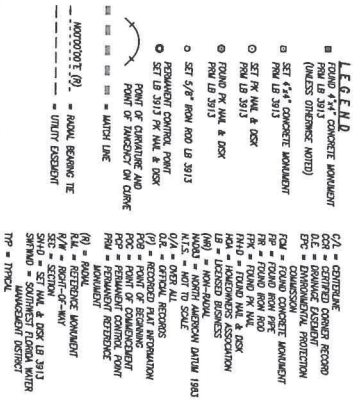
A SUBDIVISION OF A PORTION OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 21 EAST
HILLSBOROUGH COUNTY, FLORIDA

Scale: 1" = 60'

GRAPHIC SCALE (IN FEET)

60 30 0 60

NORTH



LINE TABLE		
Line	Bearing	Distance
L1	N88°42'30"E	15.14'
L2	N55°21'25"W	45.00'
L3	N81°18'39"W	15.58'
L4	S74°25'59"E	11.49'

Core	Radius	Area	Per Length	Depth	Depth Slope
C1	15.00	706.86	102.40	50.00	0.33
C2	16.00	804.24	110.71	50.00	0.42
C3	18.00	1017.36	140.86	50.00	0.67
C4	20.00	1256.64	157.08	50.00	0.79
C5	22.00	1519.76	177.57	50.00	0.92
C6	24.00	1808.64	196.34	50.00	1.04
C7	26.00	2122.76	213.77	50.00	1.16
C8	28.00	2462.24	229.74	50.00	1.27
C9	30.00	2827.00	244.50	50.00	1.38
C10	32.00	3217.76	258.10	50.00	1.48
C11	34.00	3634.24	270.71	50.00	1.58
C12	36.00	4076.64	282.40	50.00	1.67
C13	38.00	4544.76	293.26	50.00	1.76
C14	40.00	5038.00	303.29	50.00	1.85
C15	42.00	5556.24	312.50	50.00	1.93
C16	44.00	6099.76	320.91	50.00	2.01
C17	46.00	6668.64	328.51	50.00	2.09
C18	48.00	7262.24	335.30	50.00	2.16
C19	50.00	7880.00	341.29	50.00	2.23
C20	52.00	8521.76	346.48	50.00	2.30
C21	54.00	9187.24	350.87	50.00	2.36
C22	56.00	9876.00	354.46	50.00	2.42
C23	58.00	10588.24	357.25	50.00	2.48
C24	60.00	11323.76	359.24	50.00	2.53
C25	62.00	12082.64	360.44	50.00	2.58
C26	64.00	12864.00	360.85	50.00	2.63
C27	66.00	13667.76	360.46	50.00	2.67
C28	68.00	14493.76	359.27	50.00	2.71
C29	70.00	15341.76	357.29	50.00	2.75
C30	72.00	16211.24	354.52	50.00	2.79
C31	74.00	17101.76	350.87	50.00	2.82
C32	76.00	18012.76	346.44	50.00	2.85
C33	78.00	18943.76	341.23	50.00	2.88
C34	80.00	19904.00	335.25	50.00	2.91
C35	82.00	20893.76	328.50	50.00	2.94
C36	84.00	21911.76	320.99	50.00	2.96
C37	86.00	22957.76	312.73	50.00	2.99
C38	88.00	24031.24	303.73	50.00	3.01
C39	90.00	25131.76	293.99	50.00	3.03
C40	92.00	26258.76	283.52	50.00	3.05
C41	94.00	27411.76	272.32	50.00	3.07
C42	96.00	28590.24	260.39	50.00	3.09
C43	98.00	29793.76	247.74	50.00	3.11
C44	100.00	31022.00	234.38	50.00	3.13
C45	102.00	32274.76	220.32	50.00	3.15
C46	104.00	33551.24	205.57	50.00	3.17
C47	106.00	34851.24	190.13	50.00	3.19
C48	108.00	36174.00	174.01	50.00	3.21
C49	110.00	37519.24	157.21	50.00	3.23
C50	112.00	38886.24	139.74	50.00	3.25
C51	114.00	40274.00	121.60	50.00	3.27
C52	116.00	41682.24	102.79	50.00	3.29
C53	118.00	43110.76	83.31	50.00	3.31
C54	120.00	44559.24	63.25	50.00	3.33
C55	122.00	46027.76	42.62	50.00	3.35
C56	124.00	47516.00	21.42	50.00	3.37
C57	126.00	49023.76	0.65	50.00	3.39
C58	128.00	50550.76	-18.80	50.00	3.41
C59	130.00	52096.76	-38.99	50.00	3.43
C60	132.00	53661.24	-58.92	50.00	3.45
C61	134.00	55244.76	-78.59	50.00	3.47
C62	136.00	56846.76	-97.99	50.00	3.49
C63	138.00	58467.24	-117.12	50.00	3.51
C64	140.00	60106.76	-135.99	50.00	3.53
C65	142.00	61764.76	-154.60	50.00	3.55
C66	144.00	63440.76	-172.95	50.00	3.57
C67	146.00	65134.24	-191.04	50.00	3.59
C68	148.00	66844.76	-208.87	50.00	3.61
C69	150.00	68571.76	-226.44	50.00	3.63
C70	152.00	70314.76	-243.75	50.00	3.65
C71	154.00	72073.24	-260.80	50.00	3.67
C72	156.00	73846.76	-277.59	50.00	3.69
C73	158.00	75634.76	-294.12	50.00	3.71
C74	160.00	77436.76	-310.39	50.00	3.73
C75	162.00	79252.24	-326.40	50.00	3.75
C76	164.00	81081.76	-342.15	50.00	3.77
C77	166.00	82924.76	-357.64	50.00	3.79
C78	168.00	84780.76	-372.87	50.00	3.81
C79	170.00	86649.24	-387.84	50.00	3.83
C80	172.00	88530.76	-402.55	50.00	3.85
C81	174.00	90424.76	-417.00	50.00	3.87
C82	176.00	92331.76	-431.19	50.00	3.89
C83	178.00	94251.24	-445.12	50.00	3.91
C84	180.00	96182.76	-458.79	50.00	3.93
C85	182.00	98125.76	-472.20	50.00	3.95
C86	184.00	100080.76	-485.35	50.00	3.97
C87	186.00	102047.24	-498.24	50.00	3.99
C88	188.00	104024.76	-510.87	50.00	4.01
C89	190.00	106012.76	-523.24	50.00	4.03
C90	192.00	108011.76	-535.35	50.00	4.05
C91	194.00	110021.24	-547.20	50.00	4.07
C92	196.00	112041.76	-558.79	50.00	4.09
C93	198.00	114072.76	-570.12	50.00	4.11
C94	200.00	116114.76	-581.29	50.00	4.13
C95	202.00	118167.24	-592.20	50.00	4.15
C96	204.00	120230.76	-602.85	50.00	4.17
C97	206.00	122294.76	-613.24	50.00	4.19
C98	208.00	124368.76	-623.37	50.00	4.21
C99	210.00	126452.76	-633.24	50.00	4.23
C100	212.00	128546.76	-642.85	50.00	4.25

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Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Creek Ridge Phase 3
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	PID 4716
HCPS Project ID Number	SC-927
Parcel / Folio Number(s)	088106.0200
Project Location	Lithia Pinecrest Road between Bryant Rd & Fishhawk Trails Drive
Dwelling Units & Type	18 Single-Family Detached
Applicant	KMDGR Investments, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	4	2	3		9

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 High school Concurrency Service Areas (CSA's) serving this site and the adjacent 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 (DSC-927), the terms of which were recorded on February 24, 2023. The Applicant contributed funds on October 28, 2024, in the amount of \$118,812.00 thereby satisfying the requirement to construct three (3) High school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia

Lori Belangia, M.S.
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Growth Management Department
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November 5, 2024
Date Issued

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