

SUBJECT: Copper Creek Townhomes
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: September 8, 2021
CONTACT: Lee Ann Kennedy

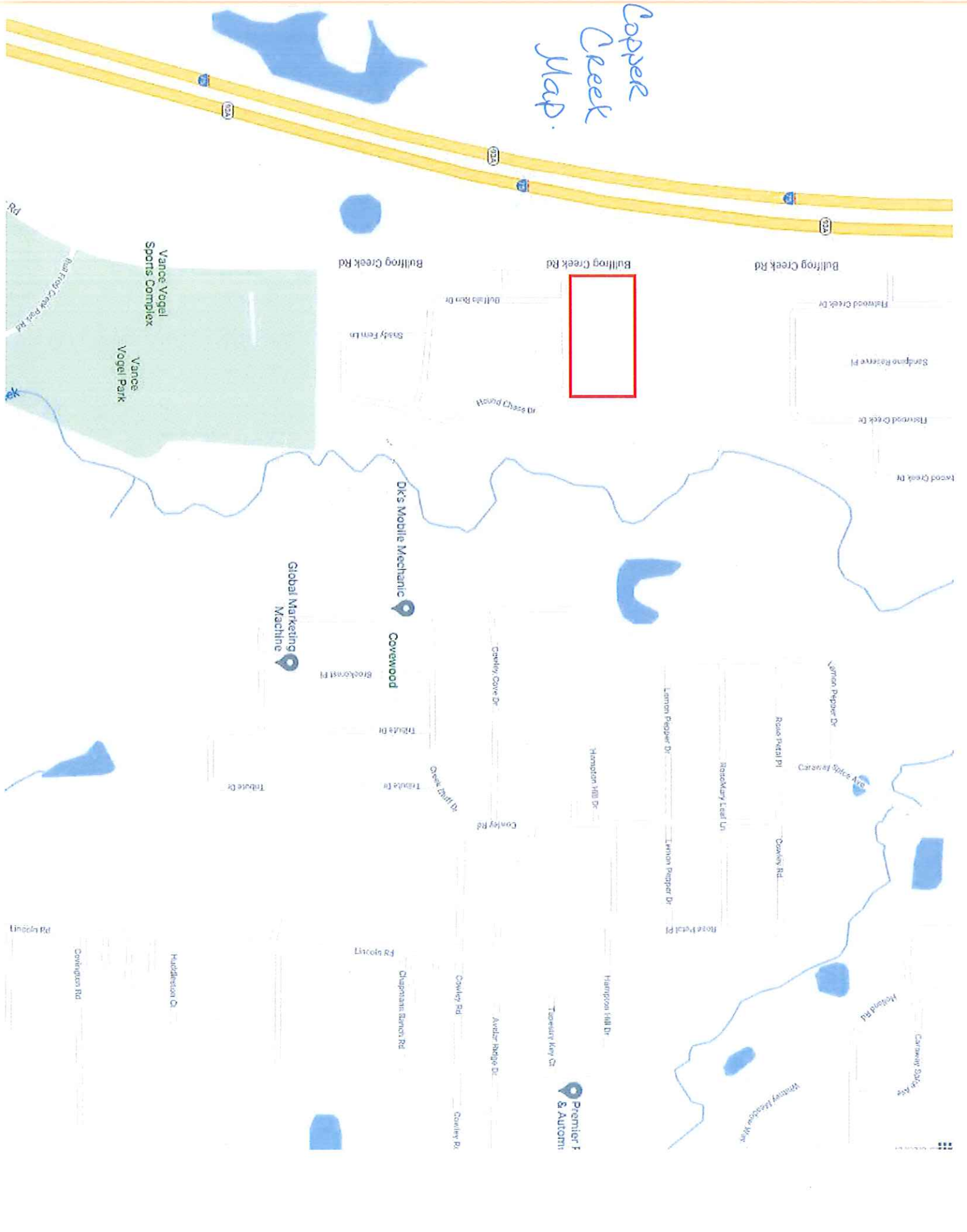
RECOMMENDATION:

Accept the plat for recording for Copper Creek Townhomes, located in Section 7, Township 31, and Range 20. Accept a Performance Bond in the amount of \$473,272.91 and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$8,125.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance – Placement of Lot Corners.

BACKGROUND:

On March 4, 2021, Permission to Construct Prior to Platting was issued for Copper Creek Townhomes. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is D.R. Horton, Inc. and the engineer is Tampa Civil Design.

Copper
Creek
Map.



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

This Agreement is made and entered into this ____ day of _____, 20____, by and between D.R. Horton, 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 Copper Creek Townhomes; and

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

WHEREAS, the improvements required by the LDC in the subdivision known as Copper Creek Townhomes 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 as required by the County; and

WHEREAS, the Subdivider agrees to build and construct the improvements 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 type="checkbox"/> Sanitary Gravity Sewer System	<input checked="" type="checkbox"/> Sanitary Sewer Distribution System	<input type="checkbox"/> Bridges
<input type="checkbox"/> Reclaimed Water Mains/Services	<input checked="" type="checkbox"/> Sidewalks	<input type="checkbox"/> Other:

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 Copper Creek Townhomes Subdivision, within six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3 below, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in 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, 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. Performance Bond, dated July 29, 2021 with _____ D. R. Horton, Inc. as Principal, and _____ Harco National Insurance Company 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.
4. Copies of said letter of credit, performance bond, escrow agreement, or cashier/certified check are attached hereto and by reference made a part hereof.
5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the 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.
6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as 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.

7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as Copper Creek Townhomes at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
8. 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.
9. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of _____, 20__.

ATTEST:

Michelle Faro
Witness' Signature

Michelle Faro

Printed Name of Witness

Zamir ode
Witness' Signature

Zamir Ode

Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:

HILLSBOROUGH COUNTY

CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

SUBDIVIDER:

By: [Signature]

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

JOHN SNYDER

Name (typed, printed or stamped)

VICE PRESIDENT

Title

12602 Telecom Drive
Tampa, FL 33637

Address of Signer

813.549.1920

Phone Number of Signer

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30th day of July, 2021, by John Snyder and

~~respectively President and~~ Vice President of D.R. Horton, Inc., Inc., a corporation under the laws of the state of Delaware on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign:  (Seal)

Print: Angela M. Mathews

Title or Rank: Notary Public

Serial Number, if any: _____

My Commission Expires: _____



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: _____

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we **D.R. Horton, Inc.**, called the Principal, and **Harco National Insurance Company** called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum **Four Hundred Seventy Three Thousand Two Hundred Seventy-Two & 91/100 (\$473,272.91)** 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, 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, 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 including offsite improvements for the **Copper Creek Townhomes** Subdivision Development; 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 of Required Improvements, 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 Copper Creek Townhomes subdivision, including offsite improvements 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 including offsite improvements 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 April 8, 2022.

SIGNED, SEALED AND DATED this 29th day of July, 2021.

ATTEST:



Angela M. Mathews

BY: 

PRINCIPAL (SEAL)


Harco National Insurance Company

SURETY (SEAL)

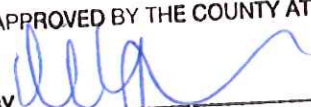
ATTEST:



Dawn L. Morgan



ATTORNEY-IN-FACT (SEAL)
James I. Moore

APPROVED BY THE COUNTY ATTORNEY


BY
Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0806472

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY B. WICKETT, R.L. MCWETHY, DAWN L. MORGAN, KEVIN J. SCANLON, ROBERT W. KEGLEY JR., KELLY A. GARDNER, JAMES I. MOORE, ELAINE MARCUS, JENNIFER J. MC COMB, MELISSA SCHMIDT, STEPHEN T. KAZMER
Downers Grove, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

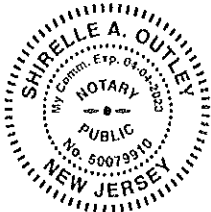
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 29, 2021

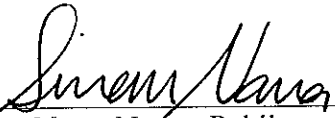
Irene Martins, Assistant Secretary

State of Illinois }
 } ss.
County of DuPage }

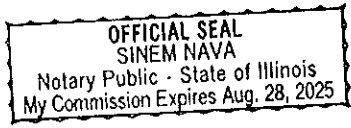
On July 29, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Harco National Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025



Sinem Nava, Notary Public



Commission No. 859777

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

Copper Creek Townhomes
Engineers Estimate of Construction Costs

<u>Description</u>	<u>TOTAL</u>	<u>NOTES</u>
EARTHWORK	\$0.00	Complete
PAVING	\$116,253.75	
STORM DRAINAGE	\$14,957.58	80% Complete
SANITARY SEWER & FORCEMAIN	\$148,036.60	50% Complete
POTABLE WATER	\$99,370.40	20% complete
TOTAL	\$378,618.33	

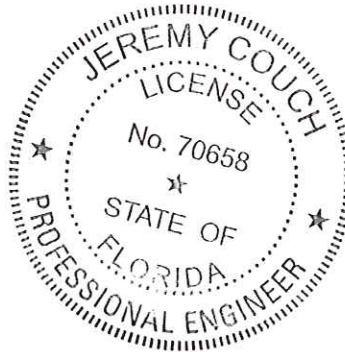
TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$473,272.91

Jeremy Couch, P.E.
Tampa Civil Design



2/16/21



SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into this ____ day of _____ 20__ by and between D.R. Horton, Inc. hereinafter referred to as "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 and 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 Copper Creek Townhomes; 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 Copper Creek Townhomes 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; and

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 Copper Creek Townhomes subdivision within six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to Paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LOC 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 0806471 _____,
dated July 29, 2021
with D. R. Horton, Inc. as Principal, and
Harco National Insurance Company as Surety, or
- c. Cashier/Certified Check, number _____
dated _____

Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are 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 LOC to record the plat of the subdivision known as Copper Creek Townhomes at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of _____, 20__.

ATTEST:

Michelle Faro

Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

Michelle Faro

Printed Name of Witness

Zamir Ode

Witness' Signature

Zamir Ode

Printed Name of Witness

Subdivider:

By: [Signature]

John Snyder

Name (typed, printed or stamped)

Vice President

Title

12602 Telecom Drive
Tampa, FL 33637

Address of Signer

813.549.1920

Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:

Hillsborough County

Clerk of the Circuit Court

By: _____

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____

Chair

APPROVED BY THE COUNTY ATTORNEY

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

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we D.R. Horton, Inc. called the Principal, and Harco National Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum **Eight Thousand One Hundred Twenty-Five & 00/100 (\$8,125.00)** 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, 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, Permanent Control Points and all Lot Corners in the platted area known as Copper Creek Townhomes, 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 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 Copper Creek Townhomes subdivision, all permanent control points and all lot corners, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 8, 2022.

SIGNED, SEALED AND DATED this 29th day of July, 2021.

ATTEST:

Angela M. Matthews
Angela M. Matthews

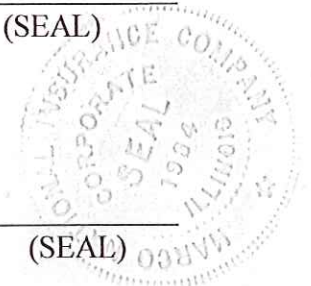
BY: [Signature]
PRINCIPAL (SEAL)

Harco National Insurance Company
SURETY (SEAL)

ATTEST:

Dawn L. Morgan
Dawn L. Morgan

[Signature]
ATTORNEY-IN-FACT (SEAL)
James I. Moore



APPROVED BY THE COUNTY ATTORNEY

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

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # 0806471

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

AMY B. WICKETT, R.L. MCWETHY, DAWN L. MORGAN, KEVIN J. SCANLON, ROBERT W. KEGLEY JR., KELLY A. GARDNER, JAMES I. MOORE, ELAINE MARCUS, JENNIFER J. MC COMB, MELISSA SCHMIDT, STEPHEN T. KAZMER

Downers Grove, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

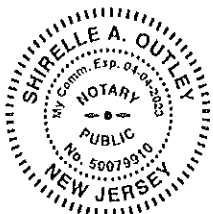
Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, July 29, 2021

State of Illinois }
 } ss.
County of DuPage }

On July 29, 2021, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Harco National Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2025



Sinem Nava, Notary Public



Commission No. 859777

TAMPA CIVIL DESIGN
SITE DESIGN AND CIVIL ENGINEERING

COPPER CREEK TOWNHOMES
Engineers Estimate of Lot Corners

<u>Description</u>	<u>TOTAL</u>
Set All Lot Corners (26 lots @ \$250)	\$6,500.00
TOTAL	\$6,500.00

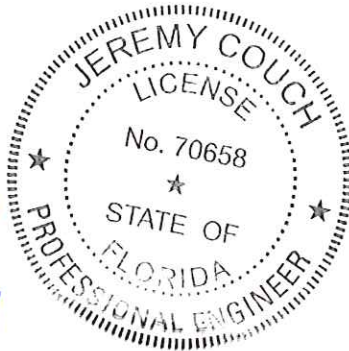
TOTAL ENGINEERS ESTIMATE FOR PERFORMANCE BOND (125%)

\$8,125.00

Jeremy Couch, P.E.
Tampa Civil Design



2/16/21



COPPER CREEK TOWNHOMES

A REPLAT OF TRACT "B" OF COPPER CREEK PHASE I RECORDED IN PLAT BOOK 124, PAGES 176-189, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; LYING IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION

ALL OF TRACT B, OF COPPER CREEK PHASE I, according to the plat thereof as recorded in Plat Book 124, Pages 176 through 189, inclusive, of the Public Records of Hillsborough County, Florida, lying in Section 7, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said TRACT B; thence along the North boundary of said TRACT B, N.89°16'33"E., a distance of 522.00 feet to the Northeast corner of TRACT B; thence along the East boundary of Tract B, S.0°42'25"E., a distance of 351.86 feet to the Southeast corner of TRACT B; thence along the South boundary of TRACT B, S.89°16'33"E., a distance of 522.00 feet to the Southwest corner of TRACT B; thence along the East boundary of TRACT B, N.00°2'43"E., a distance of 582.05 feet to the POINT OF BEGINNING.

Containing 4.218 acres, more or less.

DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DOES HEREBY DEDICATE THIS PLAT OF COPPER CREEK TOWNHOMES FOR RECORD. FURTHER, THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS ON THE PLAT DESIGNATED AS "PUBLIC". THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:

THE PRIVATE ROAD AND PRIVATE RIGHT OF WAY SHOWN HEREON AS TRACT "C" IS NOT DEDICATED TO THE PUBLIC, BUT IS PRIVATE, AND IS HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO HOMEOWNERS' ASSOCIATION OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT; FOR THE BENEFIT OF THE LOT OWNERS WITHIN THIS SUBDIVISION, AS ACCESS FOR INGRESS AND EGRESS OF LOT OWNERS AND THEIR GUESTS AND INVITEES.

THE OWNER HEREBY GRANTS TO HILLSBOROUGH COUNTY GOVERNMENT AND PROVIDERS OF LAW ENFORCEMENT, FIRE EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTESANITATION, AND OTHER SIMILAR GOVERNMENTAL AND QUASIGOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE PRIVATE ROAD AND PRIVATE RIGHT OF WAY WITHIN TRACT "C" AS SHOWN HEREON FOR INGRESS AND EGRESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.

THE OWNER HEREBY GRANTS TO PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND OTHER PUBLIC UTILITY UTILITIES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS AND A NON-EXCLUSIVE UTILITY EASEMENT OVER, ACROSS AND UNDER THE PRIVATE ROAD AND PRIVATE RIGHT OF WAY WITHIN TRACT "C" AS SHOWN HEREON FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES; FOR INGRESS AND EGRESS AND FOR THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES, FOR THE BENEFIT OF THE LOT OWNERS HEREIN.

FREE INTEREST IN TRACTS "A" AND "L" ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.

PRIVATE DRAINAGE EASEMENTS AND UTILITY EASEMENTS ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS' ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, 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 WILL BE PRIVATELY MAINTAINED.

FREE INTEREST IN PARCEL A IS HEREBY RESERVED BY OWNER FOR DEVELOPMENT. MAINTENANCE OF SAID PARCEL WILL BE THE RESPONSIBILITY OF THE OWNER, ITS SUCCESSORS AND ASSIGNS IN TITLE. SAID PARCEL IS SUBJECT TO ANY AND ALL EASEMENTS DEDICATED TO PUBLIC USE.

THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS AND PRIVATE EASEMENTS RESERVED BY OWNER WILL BE THE RESPONSIBILITY OF THE OWNER, ITS SUCCESSORS AND ITS SUCCESSORS IN TITLE.

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

DARREN SALTZBERG
VICE PRESIDENT

Witness
Print

ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me, by means of physical presence, this _____ day of _____, 2021, personally appeared _____ as _____ of _____ who is personally known to me or has produced _____ as identification.

Notary Public
Sign: _____
Print: _____
Commission No.: _____
Expires: _____

CLERK OF CIRCUIT COURT

County of Hillsborough
State of Florida

I hereby certify that this subdivision plat meets the requirements in form of Chapter 177 Part 1 of the Florida Statutes and has been filed for record in Plat Book _____ Page _____ of the Public Records of Hillsborough County, Florida.

By _____
Clerk of Circuit Court

By _____
Deputy Clerk

This _____ day of _____, 20____, TIME _____
CLERK FILE NUMBER _____

PLAT APPROVAL:

This plat has been reviewed in accordance with Florida Statutes, Section 177.081 for Chapter Conformity. The geometric data has not been verified.

Reviewed By: _____
Florida Professional Surveyor and Mapper, License No. _____
Surveying Section, Occupational & Land Acquisition Services Department, Hillsborough County

NOTICE: This plat as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Hillsborough County.

SURVEYOR'S CERTIFICATION

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the land as surveyed and that the plat complies with all the requirements of Chapter 177, Part 1, Florida Statutes, and the Hillsborough County Land Development Code; that permanent reference monuments (PRMs) were set on the 27th day of January, 2021, as shown hereon; and that permanent control points (PCPs) and lot corners have been set or will be set per requirements of Florida Statute or in accordance with conditions of bonding.

By: Charles M. Arnett, (License No. LS58864)
Florida Professional Surveyor and Mapper
GeoPoint Surveying, Inc.
213 Hobbs Street
Tampa, Florida 33619
Licensed Business Number LB 7798



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	9.00'	09°46'36"	10.06'	10.30'	N 61°21'35" E
C2	18.00'	08°45'12"	20.45'	20.68'	N 45°00'00" W
C3	18.00'	07°00'00"	20.80'	20.87'	N 47°24'32" E
C4	9.00'	08°18'45"	10.73'	10.11'	N 32°30'15" W

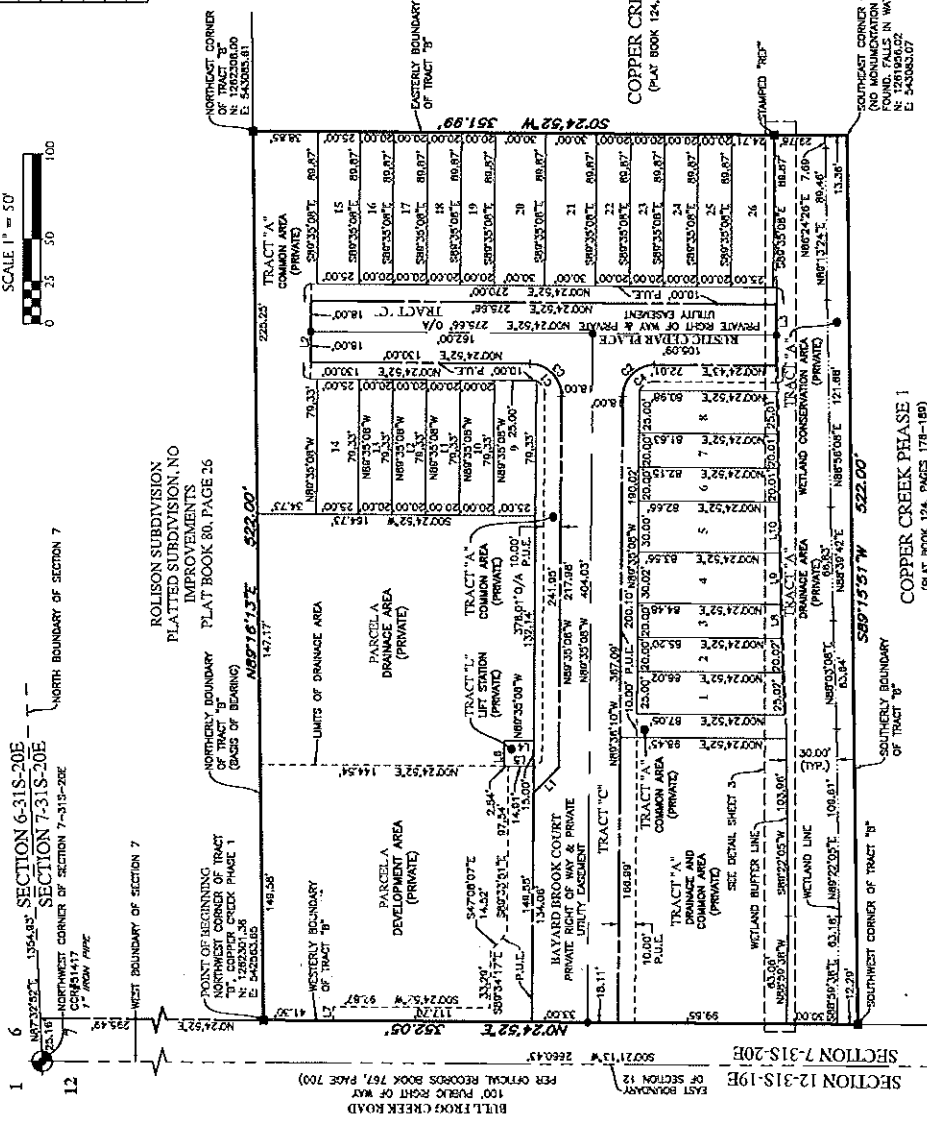
LINE DATA TABLE

NO.	BEARING	LENGTH
L1	N 44°31'40" W	21.10'
L2	N 09°35'00" W	56.00'
L4	S 02°24'32" E	17.45'
L5	N 02°24'32" E	17.45'
L6	S 89°25'06" E	15.00'
L7	S 89°02'08" E	7.85'
L8	S 88°19'42" W	30.00'
L10	S 89°41'36" W	30.02'



COPPER CREEK TOWNHOMES

A REPLAY OF TRACT "B" OF COPPER CREEK PHASE I RECORDED IN PLAT BOOK 124, PAGES 176-189, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; LYING IN SECTION 7, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



PARALLEL OFFSET DIMENSION NOTE:
 NOTE: EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL TO THE PLAT PROPERTY LINE AND INDICATED TO HAVE THE SAME DIMENSION (DIMENSION 1) ARE ASSUMED TO BE THE SAME DIMENSION 1 FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

LEGEND:
 (P.R.M.) Permanent Reference Monument - 4"x4" Concrete otherwise noted.
 (P.C.P.) Permanent Control Point LB7788
 TYP. --- Typical
 O/A --- Overall
 (NR) --- Non-radial line
 P.U.E. --- Private Utility Easement

- PLAT NOTES:**
- Northing and Easting coordinates (indicated in feet) as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 2011 ADJUSTMENT) for the West Zone of Florida, have been derived from the National Geodetic Survey, and are supplemental data only. Originating Coordinates: Station "SOUTHWORTH" and "DIXON".
 - The Northern boundary of Tract B of Copper Creek, as shown herein, is shown as a 10-foot wide easement. The Plat Book 124, Pages 176 through 189, of the Public Records of Hillsborough County, Florida, showing a Grid bearing of N.89°16'13"E. The Grid Bearings as shown herein refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.
 - Subdivision plats by no means represent a determination as to whether, properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding. The plat is not intended to provide information regarding flooding and restrictions on development.
 - The Wetland Conservation Area as shown herein shall be subject to the Wetland Conservation Code (WCC) as promulgated by Hillsborough County Environmental Protection Act, Chapter 84-446, and Chapter 1-11, Rules of the Hillsborough County Environmental Protection Commission. In addition, a separate section from the Wetland Conservation Code shall apply to the Wetland Conservation Area located within the Hillsborough County Land Development Code.
 - Drainage Easements shall not contain permanent easements for utility poles, power lines, water lines, fire hydrants, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping of easements as shown herein. The easements shall be subject to the Land Development Code. This note shall appear on each affected deed.
 - All plotted utility easements shall provide that such easements shall be subject to the rules and regulations, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the installation and services of an electric, telephone, gas, or other public utility.
 - This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.
 - Lands plotted herein are benefited by and subject to the following:
 - Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Rollin Subdivision Plotted Subdivision, No Improvements, as recorded in Plat Book 80, Page 26, Public Records of Hillsborough County, Florida.
 - Notice of Proximity to Colden Azar Sand Preserve recorded in Official Records Book 22085, Page 751, Public Records of Hillsborough County, Florida.
 - Conditions, conditions, and restrictions recorded in Official Records Book 23372, Page 373 and Amendment to the Declaration of Covenants Conditions and Restrictions recorded in Official Records Book 24757, Page 1932, Public Records of Hillsborough County, Florida, which provide for the creation of easements and/or easements.

GeoPoint Surveying, Inc.
 21356th Street
 Suite 101
 Tampa, FL 33619
 Phone: (813) 242-5525
 Fax: (813) 242-5525
 www.geopointsurvey.com
 Licensed Business Number: LA 7794

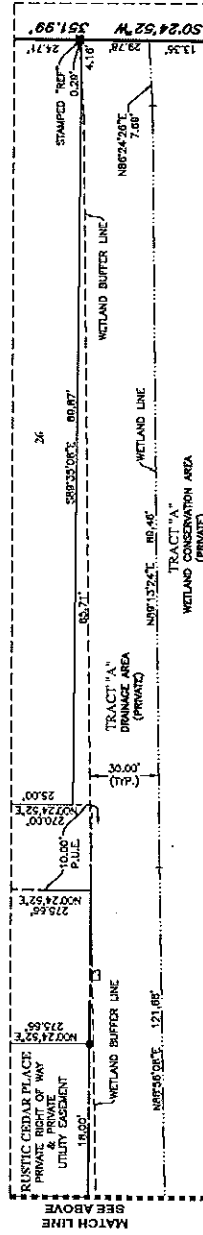
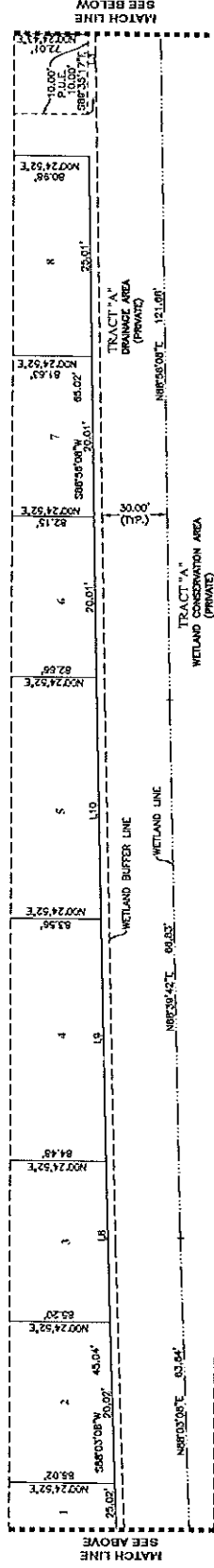
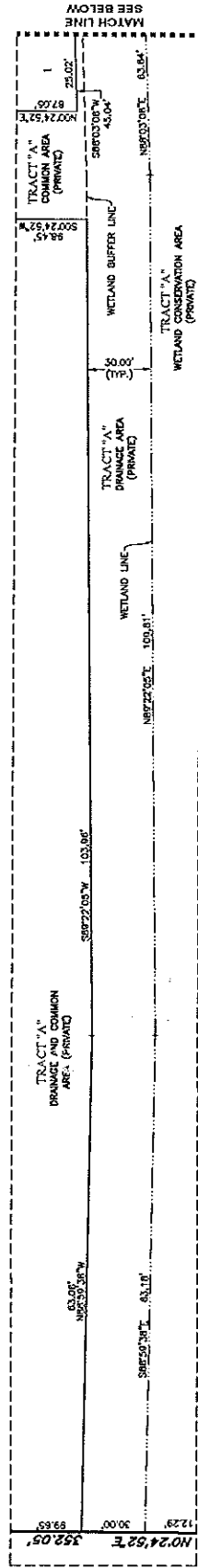
COPPER CREEK TOWNHOMES

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DETAIL SHEET
NOT TO SCALE



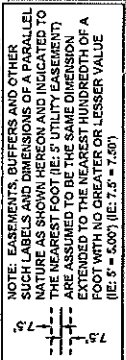
SEE SHEET 2 OF 3 FOR BASIS OF BEARINGS NOTE AND WETLAND CONSERVATION AREA NOTE



LEGEND:

- (P.R.M.) Permanent Reference Monument - 4"x4" Concrete otherwise noted.
- (P.C.P.) Permanent Control Point LB7788
- TYP. Typical
- O/A Overall
- (NR) Non-radial line
- P.U.E. Private Utility Easement

PARALLEL OFFSET DIMENSION NOTE:



LINE DATA TABLE		
NO.	BEARING	LENGTH
L3	N 87°35'10" W	16.00'
L8	S 88°22'28" W	20.01'
L9	S 88°39'42" W	30.03'
L10	S 88°41'36" W	30.02'

213 Hobbs Street
Tampa, FL 33610
Phone: (813) 246-5282
www.geopointsurvey.com
Licensed Surveyor Number 17774



Hillsborough County

PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Copper Creek TH
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5347
HCPS Project ID Number	SC-736
Parcel / Folio Number(s)	77652.3888
Project Location	175 +/- Feet North of Bullfrog Creek Road & Hound Chase Drive, Tampa
Dwelling Units & Type	26 Single-Family Attached
Applicant	DR Horton, Inc

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	3	2	2		7

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 elementary and middle school Concurrency Service Areas (CSA's) serving this site and the adjacent elementary and middle 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 Mitigation Developer Agreement (DA 19-1083), the terms of which were approved by the School Board on August 25, 2020 and the Hillsborough County BOCC on September 16, 2020. The Applicant contributed funds on May 17, 2021 in the amount of \$135,451.00 thereby satisfying the requirement to construct elementary and middle school seats to accommodate the proposed development as more particularly described therein.

Renée M. Kamen, AICP
 Manager, Planning & Siting
 Growth Management Department
 E: Renee.Kamen@hcps.net
 P: 813.272.4083

May 18, 2021
 Date Issued