

**SUBJECT:** South Creek Phase 4 aka Grace Sweat Subdivision **PI#5655**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** May 7, 2024  
**CONTACT:** Lee Ann Kennedy

---

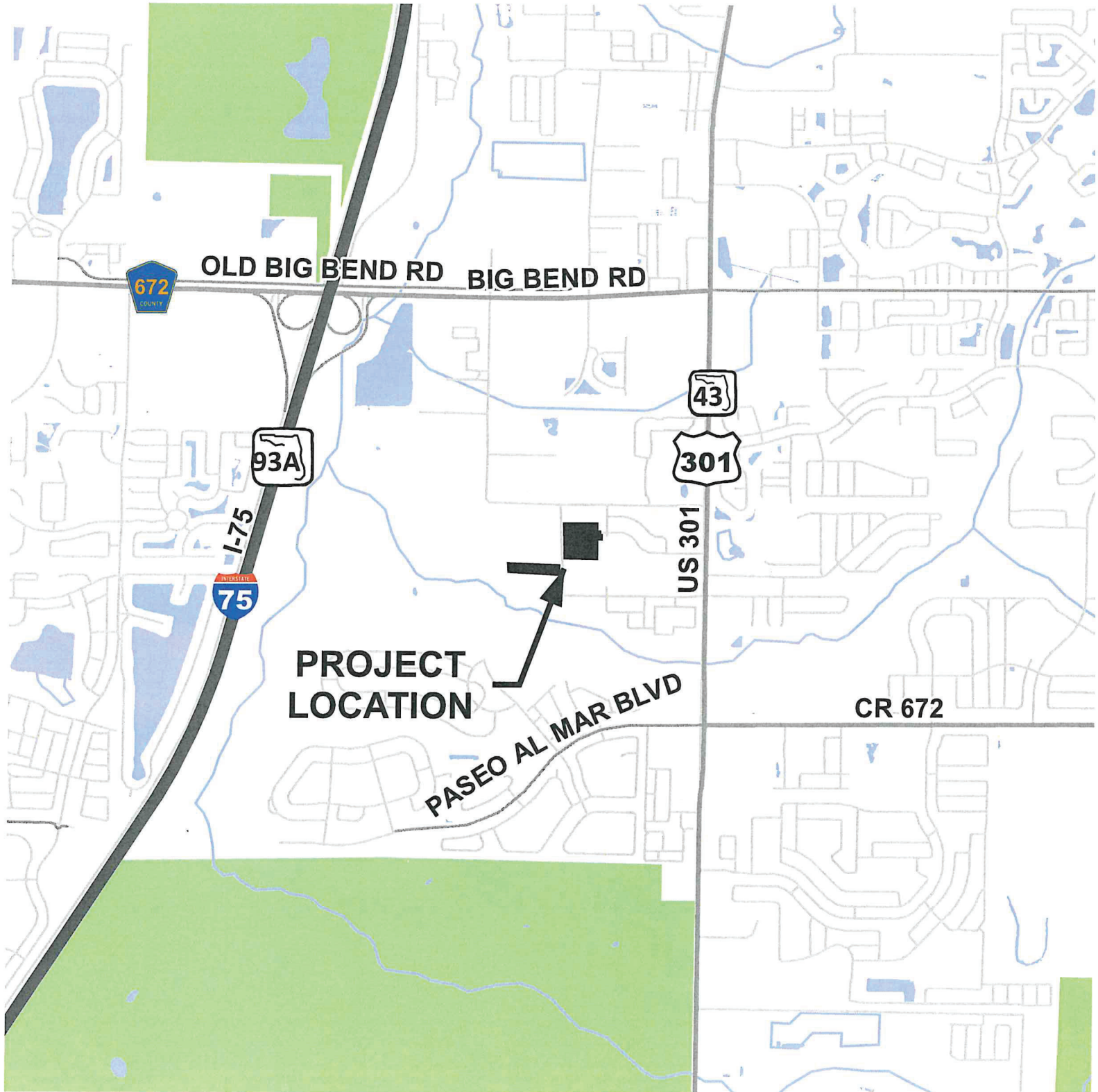
**RECOMMENDATION:**

Accept the plat for recording for South Creek Phase 4 aka Grace Sweat Subdivision, located in Section 18, Township 31, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the On-Site and Off-Site Improvement Facilities (roads, drainage, 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 \$671,429.00, a Warranty Bond in the amount of \$183,573.00 and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$6,540.00 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 \$1,637,744.00 was made on March 26, 2024.

**BACKGROUND:**

On July 3, 2023, Permission to Construct Prior to Platting was issued for South Creek Phase 4 aka Grace Sweat Subdivision, after construction plan review was completed on April 10, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC and the engineer is Halff.



OLD BIG BEND RD BIG BEND RD



US 301

PROJECT LOCATION

PASEO AL MAR BLVD

CR 672



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Lennar Homes LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phase 4 \_\_\_\_\_ (hereafter, the "Subdivision"); and

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

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

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

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

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

Roads/Streets, Sanitary Gravity Sewer Systems, Water Mains/Services, Sanitary Sewer Distribution Systems, Stormwater Drainage Systems

(hereafter, the "County Improvements"); and

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

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

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

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

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

3. The Subdivider agrees to warranty the County Improvements constructed in connection with the Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 024275839 dated, 03/27/2024 with \_\_\_\_\_ Lennar Homes LLC as Principal, and \_\_\_\_\_ Liberty Mutual Insurance Company as Surety, or A Warranty Bond, number 024275839M dated, 03/27/2024 with \_\_\_\_\_ Lennar Homes LLC as Principal, and \_\_\_\_\_ Liberty Mutual Insurance Company as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

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



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

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

ATTEST:

Lori Campagna  
Witness Signature

Lori Campagna  
Printed Name of Witness

Kristen Joseph  
Witness Signature

Kristen Joseph  
Printed Name of Witness

Subdivider:

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

ROB BOSARGE  
Name (typed, printed or stamped)

VICE PRESIDENT  
Title

4201 W BOY SCOUT ST 600 TAMPA, FL 33607  
Address of Signer

(813) 455-0041  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [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 MARCH, 2024, by ROB BOSARGE as  
(day) (month) (year) (name of person acknowledging)

VICE PRESIDENT for LENNAR HOMES, 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

Morgana Anselmi  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)



HH 469930  
(Commission Number)

Dec. 4, 2027  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

Personally Known OR  Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Expiration Date)

## SUBDIVISION PERFORMANCE BOND On-site and Off-site

**KNOW ALL MEN BY THESE PRESENTS**, That we Lennar Homes, LLC  
called the Principal, and Liberty Mutual Insurance Company called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Six Hundred Seventy One Thousand Four Hundred Twenty Nine and 00/100 (\$ 671,429.00 ) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

**WHEREAS**, these subdivision regulations require the construction of on-site and off-site improvements in connection with the platting of the South Creek Phase 4 subdivision; and

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

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

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

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

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




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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South Creek Phase 4 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area and all off-site improvements in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plat and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Agreement at the times and in the manner prescribed in said Agreement;

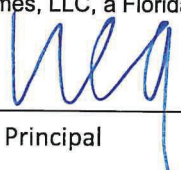
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL 12/09/2024.

SIGNED, SEALED AND DATED this 25th day of March, 2024.

ATTEST:

  
Becky Wilson, witness

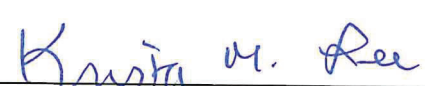
Lennar Homes, LLC, a Florida limited liability company

By   
Principal Seal

Liberty Mutual Insurance Company

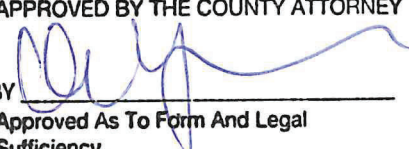
\_\_\_\_\_  
Surety Seal

ATTEST:

  
Krista M. Lee, Witness

By   
Attorney-In-Fact Seal  
Ratthanatey Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal Sufficiency.



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ratthanatevy Lor

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**SOUTH CREEK PHASE 4 PERFORMANCE**

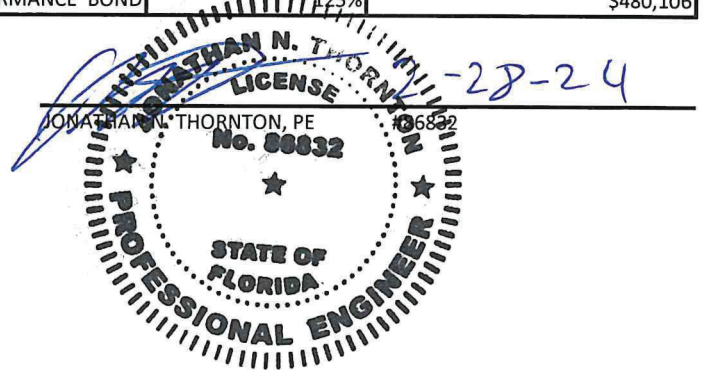
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 16, 2024

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1-3/4" Asphalt, Type SP-12.5	5,234	SY	\$ 19.70	\$103,109.80
1.02	6" Crushed Concrete Base	5,234	SY	\$ 19.10	\$99,969.40
1.03	6" Stabilized Subgrade (LBR 40)	6,734	SY	\$ 7.20	\$48,484.80
1.04	Miami Curb	4,500	LF	\$ 16.40	\$73,800.00
1.05	5' Wide Conc. Sidewalk (Non-Lot Frontage)	428	LF	\$ 46.20	\$19,773.60
1.06	ADA Ramps	2	SY	\$ 1,108.00	\$2,216.00
1.07	Striping & Signage	1	LS	\$ 2,935.80	\$2,935.80
	<b>ROADWAY TOTAL</b>				<b>\$350,289.40</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	Chlorination & Pressure Testing	1	LS	\$4,049.85	\$4,049.85
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$4,049.85</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	Infil/Exfil Testing	1	LS	\$3,171.20	\$3,171.20
3.02	Televise Sanitary Sewer Main	1,416	LF	\$6.80	\$9,628.80
3.03	Televise Sanitary Sewer Laterals	912	LF	\$6.80	\$6,201.60
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$19,001.60</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	Televise Storm Sewer (CCTV)	1,821	LF	\$5.90	\$10,743.90
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$10,743.90</b>
<b>Grand Total</b>					<b>\$384,084.75</b>
PERFORMANCE BOND				125%	\$480,106



**SOUTH CREEK PHASE 4 PERFORMANCE**

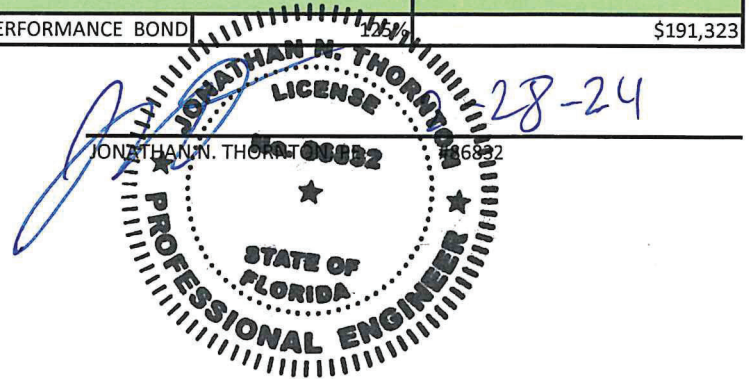
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

OFFSITE ONLY (NO ONSITES)

FEBRUARY 28, 2024

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1-3/4" Asphalt, Type SP-12.5	2,041	SY	\$ 19.70	\$40,207.70
1.02	6" Crushed Concrete Base	2,041	SY	\$ 19.10	\$38,983.10
1.03	6" Stabilized Subgrade (LBR 40)	2,041	SY	\$ 7.20	\$14,695.20
1.04	ADA Ramps	2	EA	\$ 1,108.00	\$2,216.00
1.05	5' Wide Conc. Sidewalk (Non-Lot Frontage)	428	LF	\$ 46.20	\$19,773.60
1.06	Concrete Driveway	5	EA	\$ 6,252.00	\$31,260.00
1.07	Striping & Signage	1	LS	\$ 1,467.90	\$1,467.90
	<b>ROADWAY TOTAL</b>				<b>\$148,603.50</b>
<b>2.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
2.01	Televise Storm Sewer (CCTV)	755	LF	\$5.90	\$4,454.50
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$4,454.50</b>
<b>Grand Total</b>					<b>\$153,058.00</b>
PERFORMANCE BOND					\$191,323







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 12/09/2026**

**SIGNED, SEALED AND DATED** this 25th day of March, 2024.

ATTEST: Lennar Homes, LLC, a Florida limited liability company



Principal Signature

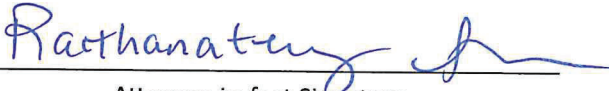
(Seal)

Liberty Mutual Insurance Company

Surety Signature

(Seal)

ATTEST:

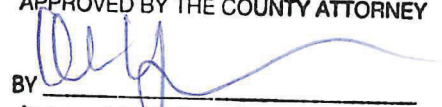


Attorney-in-fact Signature

(Seal)

Rathanatevy Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY



BY \_\_\_\_\_  
Approved As To Form And Legal Sufficiency.





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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ratthanatevy Lor

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

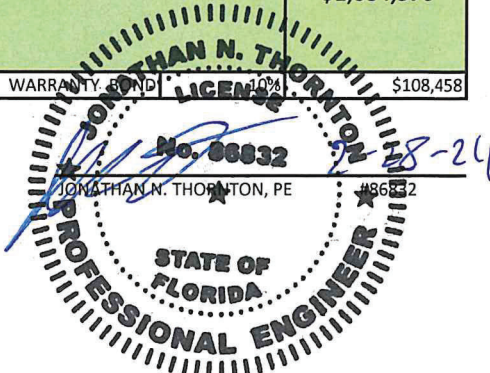


**SOUTH CREEK PHASE 4 WARRANTY**  
Hillsborough County, FL  
Engineer's Opinion of Probable Construction Cost - Public Improvements  
ONSITE ONLY (NO OFF-SITES)  
FEBRUARY 16, 2024

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1-3/4" Asphalt, Type SP-12.5	5,234	SY	\$ 19.70	\$103,109.80
1.02	6" Crushed Concrete Base	5,234	SY	\$ 19.10	\$99,969.40
1.03	6" Stabilized Subgrade (LBR 40)	6,734	SY	\$ 7.20	\$48,484.80
1.04	Miami Curb	4,500	LF	\$ 16.40	\$73,800.00
1.05	5' Wide Conc. Sidewalk (Non-Lot Frontage)	428	LF	\$ 46.20	\$19,773.60
1.06	ADA Ramps	2	SY	\$ 1,108.00	\$2,216.00
1.07	Striping & Signage	1	LS	\$ 2,935.80	\$2,935.80
	<b>ROADWAY TOTAL</b>				<b>\$350,289.40</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	16" Steel Casing	80	LF	\$ 187.60	\$15,008.00
2.02	6" DIP	258	LF	\$ 66.45	\$17,144.10
2.03	6" C900 DR 18 PVC	1,164	LF	\$ 40.20	\$46,792.80
2.04	4" C900 DR 18 PVC	210	LF	\$ 21.90	\$4,599.00
2.05	6" Gate Valve w/Box	10	EA	\$ 2,160.95	\$21,609.50
2.06	6 x 6 Tee	2	EA	\$ 1,042.50	\$2,085.00
2.07	6 x 4 Reducer	1	EA	\$ 605.00	\$605.00
2.08	6" Fittings & Restraints	1	LS	\$ 12,970.45	\$12,970.45
2.09	4" Fittings & Restraints	1	LS	\$ 1,731.20	\$1,731.20
2.10	Fire Hydrant Assembly	4	EA	\$ 8,041.85	\$32,167.40
2.11	Single Service Assembly Short side	21	EA	\$ 687.20	\$14,431.20
2.12	Single Service Assembly long side	25	EA	\$ 888.50	\$22,212.50
2.13	Permanent Blowoff	3	EA	\$ 2,912.45	\$8,737.35
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$200,093.50</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	8" PVC, SDR 26 (0'-6' Cut)	758	LF	\$ 44.50	\$33,731.00
3.02	8" PVC, SDR 26 (6'-8' Cut)	640	LF	\$ 47.10	\$30,144.00
3.03	8" PVC, SDR 26 (8'-10' Cut)	48	LF	\$ 51.05	\$2,450.40
3.04	Single Service	2	EA	\$ 1,612.00	\$3,224.00
3.05	Double Service	22	EA	\$ 2,089.50	\$45,969.00
3.06	4' Sanitary Manhole 0'-6'	3	EA	\$ 6,488.30	\$19,464.90
3.07	4' Sanitary Manhole 6'-8'	2	EA	\$ 6,596.50	\$13,193.00
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$148,176.30</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	15" CLASS III RCP	222	LF	\$ 52.20	\$11,588.40
4.02	18" CLASS III RCP	560	LF	\$ 62.35	\$34,916.00
4.03	24" CLASS III RCP	620	LF	\$ 93.65	\$58,063.00
4.04	30" CLASS III RCP	419	LF	\$ 138.50	\$58,031.50
4.05	8" PVC C900	548	EA	\$ 51.15	\$28,030.20
4.06	Type 1 Curb Inlet	10	EA	\$ 8,080.40	\$80,804.00
4.07	Type 2 Curb Inlet	2	EA	\$ 8,734.60	\$17,469.20
4.08	Type C Inlet	2	EA	\$ 4,518.95	\$9,037.90
4.09	Type P Manhole	3	EA	\$ 5,058.00	\$15,174.00
4.10	12 x 12" PVC Yard Drain	3	EA	\$ 1,745.00	\$5,235.00
4.11	18" M.E.S.	3	EA	\$ 1,902.25	\$5,706.75
4.12	Weir Wall	1	LS	\$ 61,961.15	\$61,961.15
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$386,017.10</b>

<b>Grand Total</b>	<b>\$1,084,576</b>
--------------------	--------------------

WARRANTY FUND 10% \$108,458

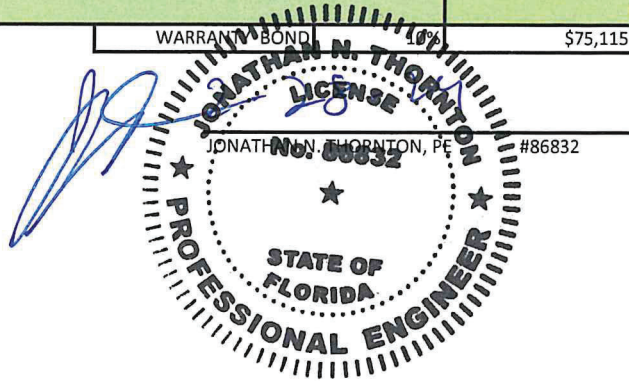




**SOUTH CREEK PHASE 4 WARRANTY**  
**Hillsborough County, FL**  
**Engineer's Opinion of Probable Construction Cost - Public Improvements**  
**OFF-SITE ONLY (NO ONSITES)**  
**FEBRUARY 28, 2024**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ROADWAY</b>				
1.01	1-3/4" Asphalt, Type SP-12.5	2,041	SY	\$ 19.70	\$40,207.70
1.02	6" Crushed Concrete Base	2,041	SY	\$ 19.10	\$38,983.10
1.03	6" Stabilized Subgrade (LBR 40)	2,041	SY	\$ 7.20	\$14,695.20
1.04	ADA Ramps	2	EA	\$ 1,108.00	\$2,216.00
1.04	5' Wide Conc. Sidewalk (Non-Lot Frontage)	428	LF	\$ 46.20	\$19,773.60
1.05	Concrete Driveway	5	EA	\$ 6,252.00	\$31,260.00
1.06	Striping & Signage	1	LS	\$ 1,467.90	\$1,467.90
	<b>ROADWAY TOTAL</b>				<b>\$148,603.50</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	16" Steel Casing	80	LF	\$ 187.60	\$15,008.00
2.02	6" DIP	258	LF	\$ 66.45	\$17,144.10
2.03	6" C900 DR 18 PVC	1,164	LF	\$ 40.20	\$46,792.80
2.04	4" C900 DR 18 PVC	210	LF	\$ 21.90	\$4,599.00
2.05	6" Gate Valve w/Box	10	EA	\$ 2,160.95	\$21,609.50
2.06	6 x 6 Tee	2	EA	\$ 1,042.50	\$2,085.00
2.07	6 x 4 Reducer	1	EA	\$ 605.00	\$605.00
2.08	6" Fittings & Restraints	1	LS	\$ 12,970.45	\$12,970.45
2.09	4" Fittings & Restraints	1	LS	\$ 1,731.20	\$1,731.20
2.10	Fire Hydrant Assembly	4	EA	\$ 8,041.85	\$32,167.40
2.11	Single Service Assembly Short side	21	EA	\$ 687.20	\$14,431.20
2.12	Single Service Assembly long side	25	EA	\$ 888.50	\$22,212.50
2.13	Permanent Blowoff	3	EA	\$ 2,912.45	\$8,737.35
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$200,093.50</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	8" PVC, SDR 26 (0'-6' Cut)	758	LF	\$ 44.50	\$33,731.00
3.02	8" PVC, SDR 26 (6'-8' Cut)	640	LF	\$ 47.10	\$30,144.00
3.03	8" PVC, SDR 26 (8'-10' Cut)	48	LF	\$ 51.05	\$2,450.40
3.04	Single Service	2	EA	\$ 1,612.00	\$3,224.00
3.05	Double Service	22	EA	\$ 2,089.50	\$45,969.00
3.06	4' Sanitary Manhole 0'-6'	3	EA	\$ 6,488.30	\$19,464.90
3.07	4' Sanitary Manhole 6'-8'	2	EA	\$ 6,596.50	\$13,193.00
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$148,176.30</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	15" CLASS III RCP	67	LF	\$ 52.20	\$3,497.40
4.02	18" CLASS III RCP	560	LF	\$ 62.35	\$34,916.00
4.03	30" CLASS III RCP	419	LF	\$ 138.50	\$58,031.50
4.04	Type 1 Curb Inlet	6	EA	\$ 8,080.40	\$48,482.40
4.05	Type 2 Curb Inlet	2	EA	\$ 8,734.60	\$17,469.20
4.06	Type C Inlet	2	EA	\$ 4,518.95	\$9,037.90
4.07	Type P Manhole	3	EA	\$ 5,058.00	\$15,174.00
4.08	18" M.E.S.	3	EA	\$ 1,902.25	\$5,706.75
4.09	Weir Wall	1	LS	\$ 61,961.15	\$61,961.15
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$254,276.30</b>
<b>Grand Total</b>					<b>\$751,150</b>

WARRANTY BOND 10% \$75,115



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Lennar Homes LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek Phase 4 (hereafter referred to as the "Subdivision"); and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 024275838 dated, 03/27/2024 with \_\_\_\_\_ Lennar Homes LLC as Principal, and \_\_\_\_\_ Liberty Mutual Insurance Company 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:

Lori Campagna  
Witness Signature

Lori Campagna  
Printed Name of Witness

Kristen Joseph  
Witness Signature

Kristen Joseph  
Printed Name of Witness

Subdivider:

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

ROB BOSARGE  
Name (typed, printed or stamped)

VICE PRESIDENT  
Title

4301 W BOY SCOUT STE 600 TAMPA, FL 33607  
Address of Signer

(813) 455-0041  
Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [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 MARCH, 2024, by ROB BOSARGE as  
(day) (month) (year) (name of person acknowledging)  
VICE PRESIDENT for LENNAR HOMES, 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)



Morgana Anselmi  
(Signature of Notary Public - State of Florida)

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

HH469930 Dec. 4, 2027  
(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)



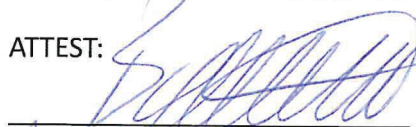


NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South Creek Phase 4 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL 12/09/2024.**

SIGNED, SEALED AND DATED this 25th day of March, 2024.

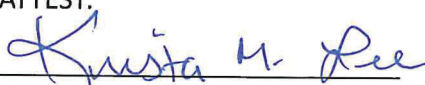
ATTEST:   
Becky Wilson, witness

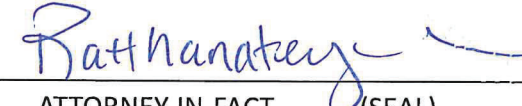
Lennar Homes, LLC, a Florida limited liability company

BY:   
PRINCIPAL (SEAL)

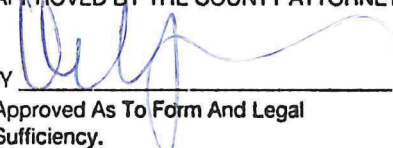
Liberty Mutual Insurance Company

SURETY (SEAL)

ATTEST:   
Krista M. Lee, Witness

  
ATTORNEY-IN-FACT (SEAL)  
Ratthanatevy Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

BY:   
Approved As To Form And Legal Sufficiency.



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ratthanatevy Lor

all of the city of Seattle, state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of March, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

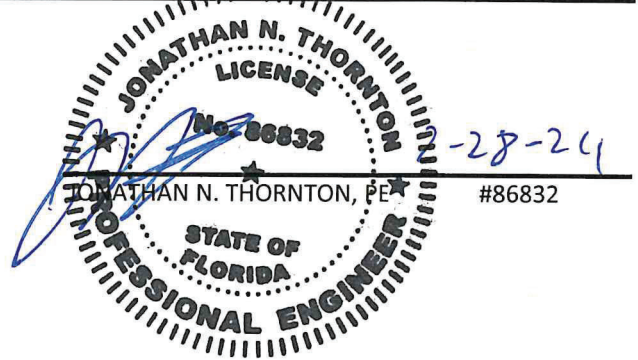
For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**SOUTH CREEK PHASE 4**  
**Hillsborough County, FL**  
**LOT CORNERS**

**FEBRUARY 16, 2024**

<b>1.00</b>	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	46.00	Per Lot	\$82.00	\$3,772.00
1.02	Monuments- Misc Tracts	6.00	Per Tract	\$70.00	\$420.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	<b>TOTAL</b>				<b>\$5,232.00</b>
<b>Grand Total</b>					<b>\$5,232.00</b>
				<b>PERFORMANCE BOND</b>	<b>125% \$6,540</b>



# SOUTH CREEK PHASE 4

PLAT BOOK PAGE

BEING A REPLAT OF TRACTS C, D, AND E, SOUTH CREEK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 139, PAGES 122 THROUGH 129 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF LAND LYING IN SECTION 18 AND SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### DESCRIPTION:

A PARCEL OF LAND BEING TRACTS C, D, AND E, SOUTH CREEK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 139, PAGES 122 THROUGH 129 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF LAND LYING IN SECTION 18 AND SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 31 SOUTH, RANGE 20 EAST; THENCE ALONG THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, S.075237W, A DISTANCE OF 250 FEET TO A LINE 250 FEET SOUTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE ALONG SAID PARALLEL LINE, N.87°12'44"W, A DISTANCE OF 1068.89 FEET; THENCE LEAVING SAID PARALLEL LINE, N.00°34'15"W, A DISTANCE OF 207.35 FEET; THENCE S.87°35'15"E, A DISTANCE OF 988.43 FEET TO A LINE 50.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE ALONG SAID PARALLEL LINE, N.00°37'29"W, A DISTANCE OF 50.00 FEET TO SAID EAST BOUNDARY; THENCE ALONG SAID EAST BOUNDARY, A DISTANCE OF 340.17 FEET TO THE SOUTHWEST CORNER OF SAID RIDGE ESTATES, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 62, PAGE 31 OF AFORESAID PUBLIC RECORDS; THENCE ALONG THE SOUTH BOUNDARY THEREOF, S.84°29'E, A DISTANCE OF 646.29 FEET TO THE SOUTHWEST CORNER THEREOF; BEING A POINT ON THE EAST BOUNDARY OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE ALONG SAID EAST BOUNDARY, A DISTANCE OF 1433 FEET TO THE NORTHWEST CORNER OF AFORESAID TRACT E, SOUTH CREEK; THENCE ALONG THE NORTH AND EAST BOUNDARIES OF SAID TRACT E, THE FOLLOWING: (2) COURSES, 1) S.89°58'28"E, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER THEREOF; 2) S.00°20'37"E, A DISTANCE OF 65.00 FEET TO THE SOUTHWEST CORNER THEREOF; BEING ON THE NORTH BOUNDARY OF AFORESAID TRACT D; THENCE ALONG THE NORTH BOUNDARY OF TRACT D, S.89°58'28"E, A DISTANCE OF 24.95 FEET TO THE NORTHWEST CORNER THEREOF; BEING ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT D; THE FOLLOWING TWO (2) COURSES, 1) S.00°13'47"W, A DISTANCE OF 120.00 FEET; 2) S.89°58'28"E, A DISTANCE OF 60.79 FEET TO THE WEST BOUNDARY OF AFORESAID TRACT D; THENCE ALONG THE WEST, NORTH AND EAST BOUNDARIES OF SAID TRACT D, THE FOLLOWING THREE (3) COURSES, 1) N.00°20'48"W, A DISTANCE OF 95.17 FEET TO THE NORTHWEST CORNER THEREOF; 2) S.89°58'49"E, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER THEREOF; 3) S.00°20'48"E, A DISTANCE OF 381.43 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE SOUTH BOUNDARIES OF SAID TRACTS C AND D, THE FOLLOWING TWO (2) COURSES, 1) S.00°20'48"E, A DISTANCE OF 195.02 FEET TO AFORESAID EAST BOUNDARY OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE ALONG SAID EAST BOUNDARY, S.00°20'48"E, A DISTANCE OF 97.30 FEET TO THE SOUTH BOUNDARY OF THE NORTH 28.10 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE ALONG SAID SOUTH BOUNDARY, N.89°22'48"W, A DISTANCE OF 642.96 FEET TO AFORESAID EAST BOUNDARY OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18; THENCE ALONG SAID EAST BOUNDARY, S.00°37'29"E, A DISTANCE OF 301.30 FEET TO THE POINT OF BEGINNING. CONTAINING 17.284 ACRES, MORE OR LESS.

### CLERK OF CIRCUIT COURT

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

By \_\_\_\_\_ Clerk of Circuit Court  
By \_\_\_\_\_ Deputy Clerk  
This \_\_\_\_\_ day of \_\_\_\_\_, 2023, THIS TIME \_\_\_\_\_  
CLERK FILE NUMBER \_\_\_\_\_

### PLAT APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.091 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.  
REVIEWED BY: \_\_\_\_\_  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # \_\_\_\_\_  
SURVEY SECTION, GEOSPATIAL & LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY

### BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

### DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREIN DO HEREBY DEDICATE THIS PLAT OF SOUTH CREEK PHASE 4 FOR RECORD. FURTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL STREETS, ROADS, RIGHTS-OF-WAY, AND EASEMENTS DESIGNATED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER MAKE THE FOLLOWING DEDICATIONS AND RESERVATIONS:  
OWNER DOES FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.  
FEE INTEREST IN TRACTS A, B, AND H, 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 TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED. OWNER FURTHER RESERVE THE RIGHT TO CONVEY ADDITIONAL EASEMENTS WITHIN SAID TRACTS.

FEE INTEREST IN TRACTS D, J, AND K, ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTODIAL AND MAINTENANCE ENTITY FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION. SAID TRACTS ARE NOT DEDICATED TO THE PUBLIC AND WILL BE PRIVATELY MAINTAINED.  
SAID TRACTS A, B, D, H, J, AND K, ARE SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.  
THE MAINTENANCE OF OWNER-RESERVED TRACTS AND AREAS RESERVED BY THE OWNER AS "PRIVATE" WILL BE THE RESPONSIBILITY OF THE OWNER, THEIR ASSIGNS AND THEIR SUCCESSORS IN TITLE.  
THE UNDERSIGNED ALSO HEREBY CONFIRMS THE LIMITS OF THE PUBLIC RIGHT-OF-WAY AS SHOWN HEREON.

OWNER: SIMMON EAST, LLC, A LIMITED LIABILITY COMPANY

WITNESS \_\_\_\_\_

ACKNOWLEDGEMENT: STATE OF FLORIDA, COUNTY OF HILLSBOROUGH SWORN TO AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL PRESENCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, PERSONALLY APPEARED \_\_\_\_\_ AS AUTHORIZED SIGNER FOR SIMMON EAST, LLC, A LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
STATE OF FLORIDA AT LARGE  
(PRINTED NAME OF NOTARY) \_\_\_\_\_ COMMISSION NUMBER: \_\_\_\_\_



213 Hobbs Street  
Tampa, Florida 33619  
www.geopointsurvey.com  
Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7716  
SHEET 1 OF 5 SHEETS

BY: JOHN D. WEIGLE, (LICENSE NO. L55246)  
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER  
GEOPPOINT SURVEYING, INC.  
213 HOBBS STREET, TAMPA, FL 33619  
LICENSED BUSINESS NUMBER LB 7718

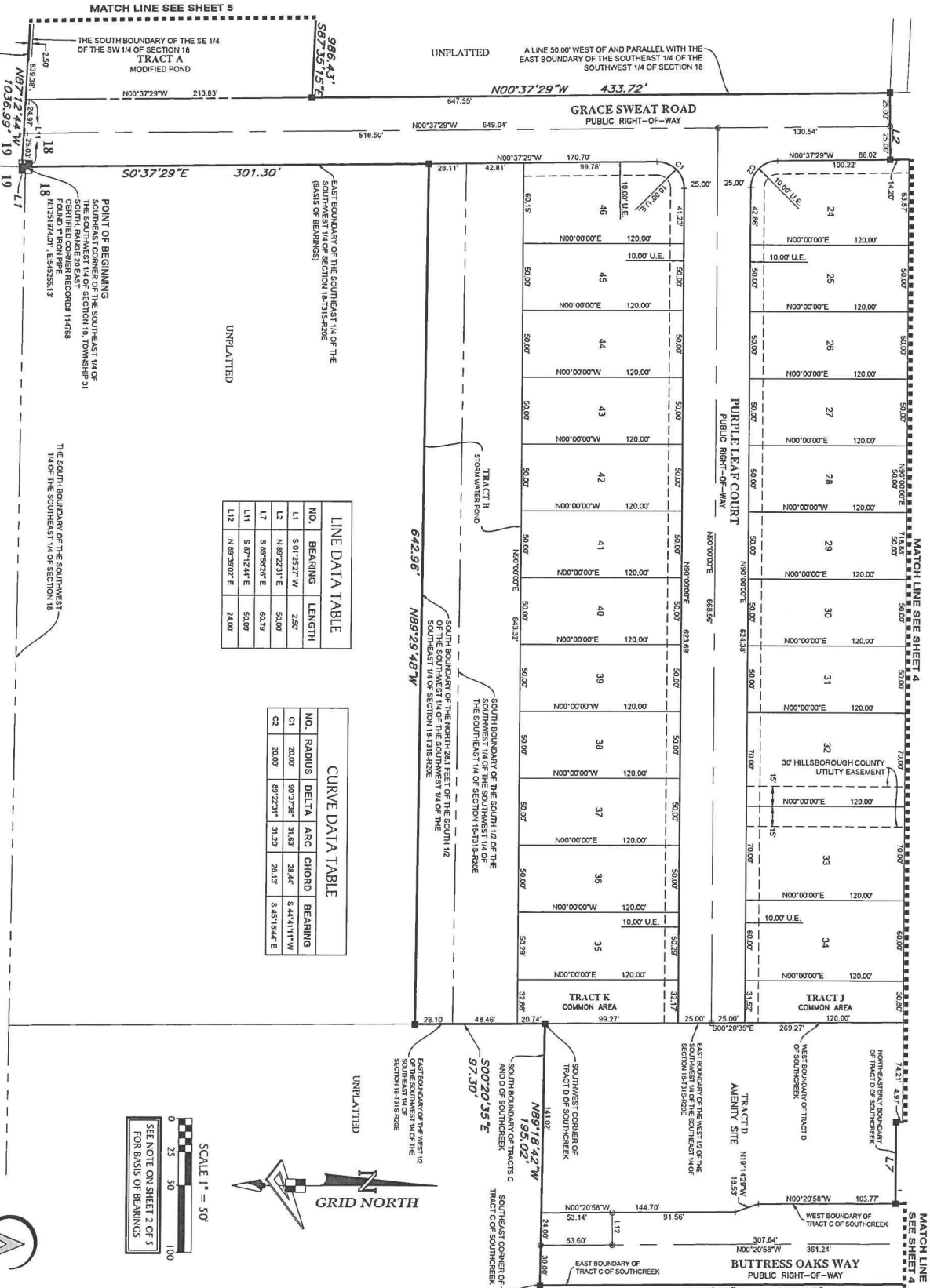




# SOUTH CREEK PHASE 4

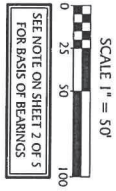
BEING A REPLAT OF TRACTS C, D, AND E, SOUTH CREEK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 139, PAGES 122 THROUGH 129 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF LAND LING IN SECTION 18 AND SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST

PLAT BOOK PAGE



NO.	BEARING	LENGTH
L1	S 01°25'27"W	2.87'
L2	N 89°22'31"E	50.00'
L3	S 89°59'20"E	60.72'
L11	S 87°12'44"E	50.00'
L12	N 89°39'07"E	24.00'

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	20.00'	90°37'28"	31.63'	28.44'	S 44°41'11"W
C2	20.00'	89°22'31"	31.50'	28.13'	S 65°10'44"E



SEE NOTE ON SHEET 2 OF 5 FOR BASIS OF BEARINGS

**LEGEND:**

- INDICATES (P/R/A) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK (L/B/T/S), UNLESS OTHERWISE NOTED
- INDICATES (P/C/P) PERMANENT CONTROL POINT - MAG NAIL & DISK (L/B/T/S)
- INDICATES (P/R/A) PERMANENT REFERENCE MONUMENT - 4"x4" CONCRETE MONUMENT WITH DISK (L/B/T/S), UNLESS OTHERWISE NOTED
- INDICATES (P/C/P) PERMANENT CONTROL POINT - MAG NAIL & DISK (L/B/T/S)
- INDICATES (N/A) NON-ADJACENT LINE
- INDICATES (O/R/A) OFFICIAL RECORDS BOOK
- INDICATES (P/U) PUBLIC UTILITY EASEMENT

PARALLEL OFFSET NOTE: EASEMENTS, BARRIERS AND OTHER SIGHT LINES, SAND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 5' = 5.00') (IE: 7.5' = 7.50')

**Geopoint Surveying, Inc.**  
 213 Hobbs Street  
 Tampa, Florida 33619  
 Phone: (813) 248-8888  
 Fax: (813) 248-2766  
 www.geopointsurvey.com  
 Licensed Business Number 18 2716

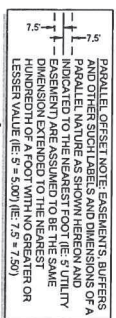
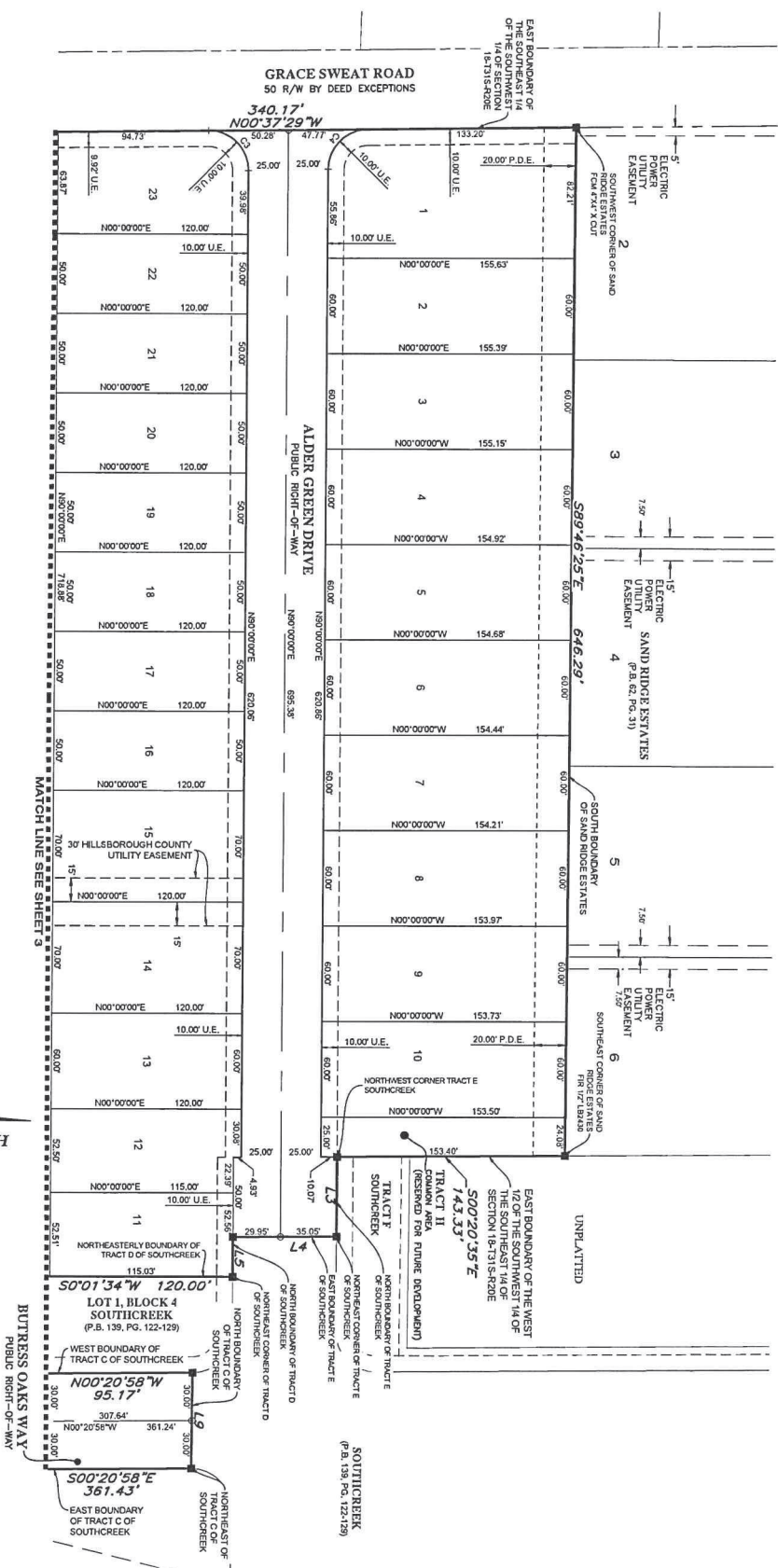
**SHEET 3 OF 5 SHEETS**



BEING A REPLAT OF TRACTS C, D, AND E, SOUTH CREEK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 139, PAGES 122 THROUGH 129 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF LAND LYING IN SECTION 18 AND SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST

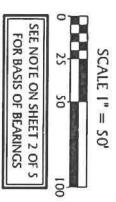
# SOUTH CREEK PHASE 4

PLAT BOOK PAGE



NO.	BEARING	LENGTH
L1	S 89°54'25"E	60.00'
L2	S 00°20'35"E	65.00'
L3	S 89°54'25"E	24.85'
L4	S 89°54'25"E	60.00'

NO.	RADIUS	DELTA	ARC CHORD	BEARING
C1	25.00'	90°37'28"	38.54'	35.55'
C2	25.00'	84°52'22"	37.03'	33.74'
C3	25.00'	84°52'22"	37.03'	33.74'



**GeoPoint**  
Surveying, Inc.

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

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768

SHEET 4 OF 5 SHEETS







# Hillsborough County

## PUBLIC SCHOOLS

Preparing Students for Life

### FINAL - Certificate of School Concurrency

<b>Project Name</b>	Grace Sweat (South Creek)
<b>Jurisdiction</b>	Hillsborough County
<b>Jurisdiction Project ID Number</b>	5655
<b>HCPS Project ID Number</b>	SC-795
<b>Parcel / Folio Number(s)</b>	077758.1000; 07771.9441; 077762.0100; 077763.0000
<b>Project Location</b>	6619 & 6625 Grace Sweat Road, Riverview
<b>Dwelling Units &amp; Type</b>	46 Single-Family Detached (SFD)
<b>Applicant</b>	Simmons East, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	9	5	7		21

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 platting 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-795), the terms of which were recorded on October 12, 2022. The Applicant contributed funds on December 20, 2023 in the amount of \$265,202.00 thereby satisfying the requirement to construct high school seats to accommodate the proposed development as more particularly described therein.

*Lori Belangia*

Lori Belangia, M.S.  
 Manager, Planning & Siting  
 Growth Management Department  
 E: [Glorimar.belangia@hcps.net](mailto:Glorimar.belangia@hcps.net)  
 P: 813.272.4228

January 8, 2024

Date Issued