

**SUBJECT:** Forest Brooke Phase 6A **PI#3948**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** April 8, 2025  
**CONTACT:** Lee Ann Kennedy

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**RECOMMENDATION:**

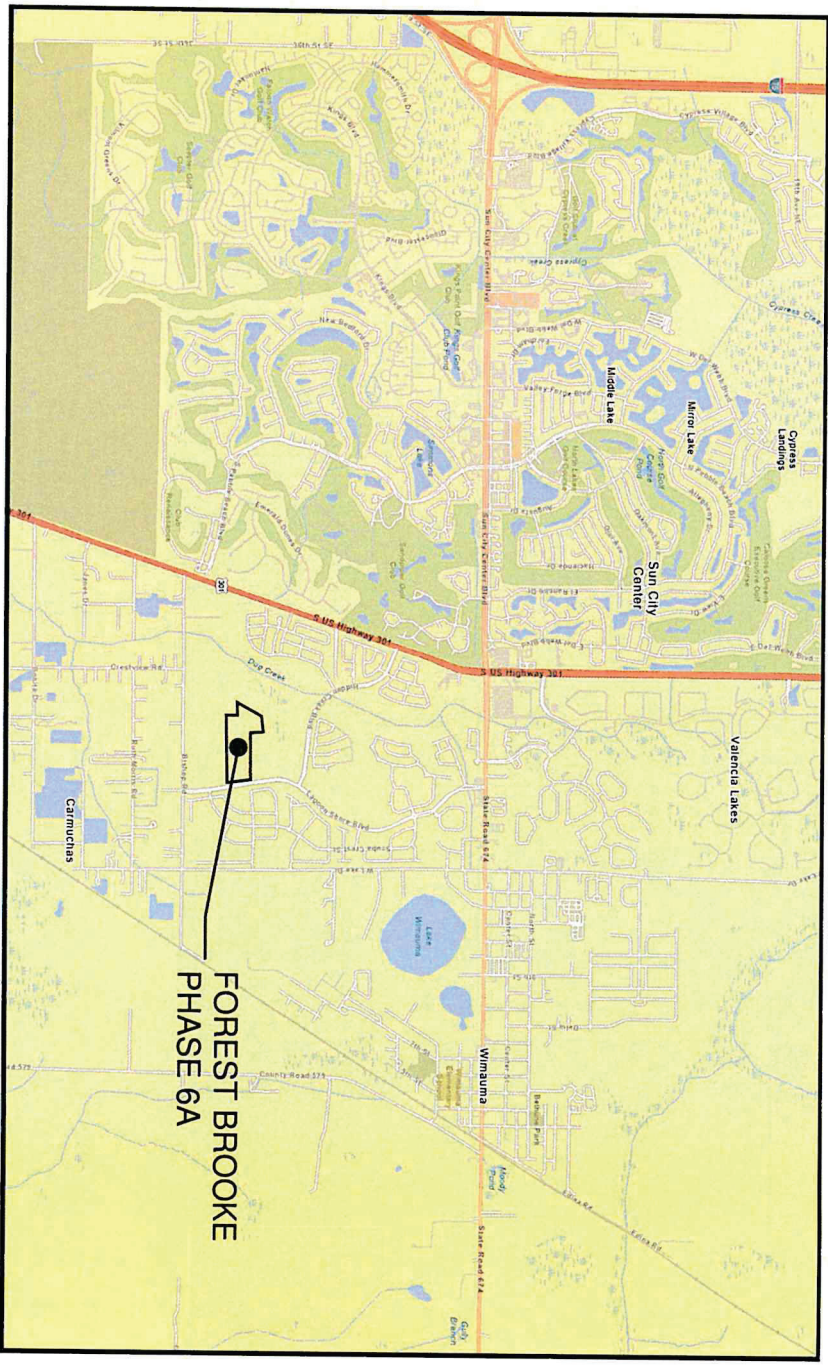
Accept the plat for recording for Forest Brooke Phase 6A, located in Section 17, Township 32, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$4,084,649.00, a Warranty Bond in the amount of \$101,594.73 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 \$40,500.00 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 \$1,772,441.00 was made on February 25, 2025.

**BACKGROUND:**

On May 24, 2024, Permission to Construct Prior to Platting was issued for Forest Brooke Phase 6A, after construction plan review was completed on April 03, 2024. 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 Hamilton Engineering & Surveying, LLC.

# FOREST BROOKE PHASE 6A VICINITY MAP





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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between  
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 Forest Brooke Phase 6A \_\_\_\_\_, hereafter referred to as the "Subdivision"; and

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

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

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

**WHEREAS**, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and

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

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

hereafter referred to as the "County Improvements"; and

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

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the County Improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
- a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by \_\_\_\_\_ order of \_\_\_\_\_
  - b. A Performance Bond, number SPA150818\_048 dated, \_\_\_\_\_ February 13, 2024 with \_\_\_\_\_ Lennar Homes, LLC as Principal, and \_\_\_\_\_ SiriusPoint America Insurance Company as Surety, or \_\_\_\_\_  
A Warranty Bond, number SPA150818\_048 dated, \_\_\_\_\_ February 13, 2024 with \_\_\_\_\_ Lennar Homes, LLC as Principal, and \_\_\_\_\_ SiriusPoint America 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 the Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities.

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



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

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

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

ATTEST:

Subdivider:

Courtney Mai  
Witness Signature

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

Courtney Mai  
Printed Name of Witness

Keith Marcini  
Name (typed, printed or stamped)

Momo Anselmi  
Witness Signature

VP  
Title

Momo Anselmi  
Printed Name of Witness

4301 N Bay Street Bld #1000  
Address of Signer

813-414-3749  
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

5th day of February, 2025, by KETH MALCUI as  
(day) (month) (year) (name of person acknowledging)  
VP for LENNAR HOMES  
(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)



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

HH 469930 12/4/27  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

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

☐ Personally Known OR ☐ Produced Identification

        
(Signature of Notary Public - State of Florida)

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

(Notary Seal)

       (Commission Number)        (Expiration Date)





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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Phase 6A subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six 6 (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 November 8, 2025.

SIGNED, SEALED AND DATED this 13th day of February, 2025.

ATTEST:

Courtney Mai  
COURTNEY MAI, WITNESS

Lennar Homes, LLC, a Florida limited liability company

By [Signature]  
Principal  
BRIAN BATTEN, VP Seal

SiriusPoint America Insurance Company

Surety Seal

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

By [Signature]  
Attorney-In-Fact Seal  
Rattanatevy Lor, Attorney-In-Fact

APPROVED BY THE COUNTY ATTORNEY

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

MARSEA01\_0124

POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

**RESOLVED**, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety;

Does hereby nominate, constitute and appoint:

Krista M. Lee, Rathmanewy S. Lorr

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

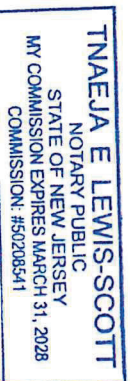
SiriusPoint America Insurance Company

By: Melissa J. Ralph  
Melissa J. Ralph  
Secretary

State of New Jersey )  
County of Monmouth ) ss.

On this 17<sup>th</sup> day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, depose and say, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

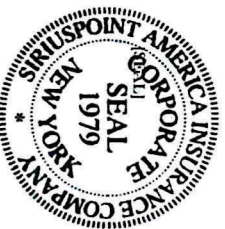


TNAEJA E LEWIS-SCOTT  
Notary Public  
My Commission expires  
March 31, 2025

State of New Jersey  
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 13<sup>th</sup> day of February, 2025

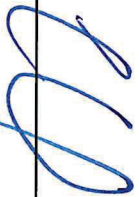


Melissa J. Ralph  
Melissa J. Ralph  
Secretary



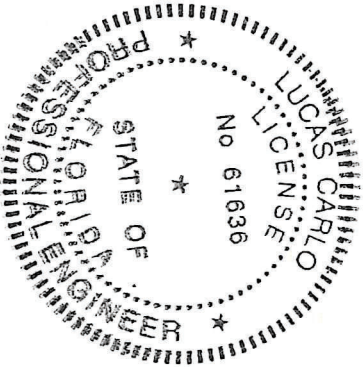
**FOREST BROOKE PHASE 6A**  
Engineer's Certification of Total Cost and Quantities

PAVING.....	\$ 951,270.50
STORM DRAINAGE.....	\$ 1,152,561.15
SANITARY SEWER COLLECTION.....	\$ 651,713.75
WATER DISTRIBUTION SYSTEM: .....	<u>\$ 512,174.00</u>
<b>TOTAL: .....</b>	<b>\$ 3,267,719.40</b>
<b>125% PERFORMANCE BOND AMOUNT: .....</b>	<b>\$ 4,084,649.25</b>

 8/23/24

Lucas Carlo, P.E.  
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, LLC CA#65325



# FOREST BROOKE PHASE 6A

## PAVING

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Sawcut & Match Existing Asphalt	1	LS	\$560.00	\$ 560.00
1 1/2" Asphaltic Surface Course (Type SP-12.5)	11,380	SY	\$18.75	\$ 213,375.00
8" Cement Treated Base	11,380	SY	\$26.15	\$ 297,587.00
12" Compacted Subgrade	11,380	SY	\$3.40	\$ 38,692.00
Stabilized Curb Pad	7,540	LF	\$4.05	\$ 30,537.00
Type D Curb - Trench	960	LF	\$18.15	\$ 17,424.00
Type F Curb	390	LF	\$30.45	\$ 11,875.50
Miami Curb	7,150	LF	\$25.30	\$ 180,895.00
4" Thick Concrete Sidewalk	10,750	SF	\$8.70	\$ 93,525.00
Curb Ramps with 5' ADA Mats	26	EA	\$1,050.00	\$ 27,300.00
Striping and Signage	1	LS	\$39,500.00	\$ 39,500.00
<b>TOTAL</b>			<b>\$</b>	<b>951,270.50</b>

## STORM DRAINAGE

18" HP Storm	1,890	LF	\$60.95	\$ 115,195.50
24" HP Storm	1,583	LF	\$85.15	\$ 134,792.45
30" HP Storm	246	LF	\$130.00	\$ 31,980.00
36" HP Storm	548	LF	\$145.00	\$ 79,460.00
42" HP Storm	140	LF	\$185.00	\$ 25,900.00
48" HP Storm	251	LF	\$245.00	\$ 61,495.00
60" HP Storm	298	LF	\$340.00	\$ 101,320.00
Type I Curb Inlet	20	LF	\$7,700.00	\$ 154,000.00
Type I Curb Inlet w/ j-bottom	4	EA	\$14,500.00	\$ 58,000.00
Grate Inlet (Type C)	10	EA	\$4,800.00	\$ 48,000.00
Type P Manhole	2	EA	\$4,300.00	\$ 8,600.00
Type J Manhole	5	EA	\$14,000.00	\$ 70,000.00
Control Structure Type H	1	EA	\$11,000.00	\$ 11,000.00
30" MES	1	EA	\$5,400.00	\$ 5,400.00
36" MES	1	EA	\$6,750.00	\$ 6,750.00
60" MES	1	EA	\$18,500.00	\$ 18,500.00
Rip Rap at End Section	3	EA	\$665.00	\$ 1,995.00
6" Underdrain (Fine Aggregate)	5,480	LF	\$20.75	\$ 113,710.00
6" Underdrain Cleanout	34	LS	\$380.00	\$ 12,920.00
Connect Storm to Existing Pond	1	EA	\$8,300.00	\$ 8,300.00
Dewatering	4,956	LF	\$7.50	\$ 37,170.00
Storm Sewer Testing	4,956	LF	\$9.70	\$ 48,073.20
<b>TOTAL</b>			<b>\$</b>	<b>1,152,561.15</b>



# FOREST BROOKE PHASE 6A

## SANITARY SEWER COLLECTION

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Connect to Existing Manhole	1	EA	\$15,000.00	\$ 15,000.00
8" PVC (0-6' CUT)	1,441	LF	\$39.85	\$ 57,423.85
8" PVC (6-8' CUT)	1,632	LF	\$41.40	\$ 67,564.80
8" PVC (8-10' CUT)	318	LF	\$45.45	\$ 14,453.10
8" PVC (10-12' CUT)	170	LF	\$52.20	\$ 8,874.00
8" PVC (12-14' CUT)	166	LF	\$58.75	\$ 9,752.50
8" Stub & Plug	1	EA	\$880.00	\$ 880.00
Sanitary Manhole (0-6' CUT)	9	EA	\$6,150.00	\$ 55,350.00
Sanitary Manhole (6-8' CUT)	3	EA	\$6,500.00	\$ 19,500.00
Sanitary Manhole (8-10' CUT)	2	EA	\$7,200.00	\$ 14,400.00
Sanitary Drop Manhole (6-8' CUT)	1	EA	\$8,750.00	\$ 8,750.00
Sanitary Drop Manhole (8-10' CUT)	1	EA	\$9,600.00	\$ 9,600.00
Sanitary Drop Manhole (12-14' CUT)	1	EA	\$11,000.00	\$ 11,000.00
Single Service	62	EA	\$1,500.00	\$ 93,000.00
Double Service	93	EA	\$1,800.00	\$ 167,400.00
Dewatering	3,727	LF	\$16.25	\$ 60,563.75
Sanitary Sewer Testing	3,727	LF	\$10.25	\$ 38,201.75
<b>TOTAL</b>			<b>\$</b>	<b>651,713.75</b>

FOREST BROOKE PHASE 6A

WATER DISTRIBUTION SYSTEM

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Connect to Existing Water Main	1	EA	\$6,700.00	\$ 6,700.00
Temporary Construction Backflow Assembly	1	EA	\$30,500.00	\$ 30,500.00
8" PVC Water Main (DR 18)	3,670	LF	\$45.20	\$ 165,884.00
8" DIP Water Main	200	LF	\$91.25	\$ 18,250.00
8" Gate Valve	16	EA	\$3,200.00	\$ 51,200.00
8" MJ Bend	52	EA	\$550.00	\$ 28,600.00
8" MJ Tee	1	LF	\$545.00	\$ 545.00
8" MJ Cross	1	LF	\$1,050.00	\$ 1,050.00
Fire Hydrant Assy.	8	EA	\$8,300.00	\$ 66,400.00
Water Service Short Single	138	EA	\$450.00	\$ 62,100.00
Water Service Short Double	110	EA	\$635.00	\$ 69,850.00
Temporary Blow-Off Assembly	2	EA	\$710.00	\$ 1,420.00
Chlorination & Pressure Testing	3,870	LF	\$2.50	\$ 9,675.00
TOTAL			\$	512,174.00





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 November 8, 2027.

SIGNED, SEALED AND DATED this 13th day of February, 2025.

ATTEST:

Courtney Mai  
COURTNEY MAI, WITNESS

Lennar Homes, LLC, a Florida limited liability company

By [Signature]  
Principal  
BRIAN BATTEN, VP Seal

SiriusPoint America Insurance Company

Surety Seal

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

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

APPROVED BY THE COUNTY ATTORNEY:

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



MARSEA01\_0124

POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

RESOLVED, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety:

Does hereby nominate, constitute and appoint:

Krista M. Lee, Rathnamavey S. Lior

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: Melissa J. Ralph  
Melissa J. Ralph  
Secretary

State of New Jersey )  
County of Monmouth ) ss.

On this 17th day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposed and said, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



TNAEJA E LEWIS-SCOTT  
Notary Public  
My Commission expires  
March 31, 2025

State of New Jersey  
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

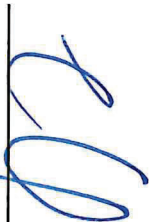
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 13th day of February, 2025



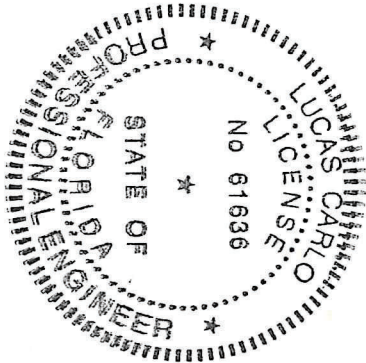
Melissa J. Ralph  
Melissa J. Ralph  
Secretary

**FOREST BROOKE PHASE 6A**  
Engineer's Certification of Total Cost and Quantities

PAVING.....	<b>PRIVATE</b>
STORM DRAINAGE.....	<b>PRIVATE</b>
SANITARY SEWER COLLECTION.....	\$ 552,068.25
WATER DISTRIBUTION SYSTEM: .....	\$ 463,879.00
<b>TOTAL: .....</b>	<b>\$ 1,015,947.25</b>
<b>10% WARRANTY BOND AMOUNT: .....</b>	<b>\$ 101,594.73</b>

  
8/23/24

Lucas Carlo, P.E.  
Florida Registered Professional Engineer #61636  
Hamilton Engineering and Surveying, LLC CA#65325



# FOREST BROOKE PHASE 6A

## SANITARY SEWER COLLECTION

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Connect to Existing Manhole	1	EA	\$15,000.00	\$ 15,000.00
8" PVC (0-6' CUT)	1,441	LF	\$39.85	\$ 57,423.85
8" PVC (6-8' CUT)	1,632	LF	\$41.40	\$ 67,564.80
8" PVC (8-10' CUT)	318	LF	\$45.45	\$ 14,453.10
8" PVC (10-12' CUT)	170	LF	\$52.20	\$ 8,874.00
8" PVC (12-14' CUT)	166	LF	\$58.75	\$ 9,752.50
Sanitary Manhole (0-6' CUT)	9	EA	\$6,150.00	\$ 55,350.00
Sanitary Manhole (6-8' CUT)	3	EA	\$6,500.00	\$ 19,500.00
Sanitary Manhole (8-10' CUT)	2	EA	\$7,200.00	\$ 14,400.00
Sanitary Drop Manhole (6-8' CUT)	1	EA	\$8,750.00	\$ 8,750.00
Sanitary Drop Manhole (8-10' CUT)	1	EA	\$9,600.00	\$ 9,600.00
Sanitary Drop Manhole (12-14' CUT)	1	EA	\$11,000.00	\$ 11,000.00
Single Service	62	EA	\$1,500.00	\$ 93,000.00
Double Service	93	EA	\$1,800.00	\$ 167,400.00



FOREST BROOKE PHASE 6A

WATER DISTRIBUTION SYSTEM

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
8" PVC Water Main (DR 18)	3,670	LF	\$45.20	\$ 165,884.00
8" DIP Water Main	200	LF	\$91.25	\$ 18,250.00
8" Gate Valve	16	EA	\$3,200.00	\$ 51,200.00
8" MJ Bend	52	EA	\$550.00	\$ 28,600.00
8" MJ Tee	1	LF	\$545.00	\$ 545.00
8" MJ Cross	1	LF	\$1,050.00	\$ 1,050.00
Fire Hydrant Assy.	8	EA	\$8,300.00	\$ 66,400.00
Water Service Short Single	138	EA	\$450.00	\$ 62,100.00
Water Service Short Double	110	EA	\$635.00	\$ 69,850.00
SUBTOTAL			\$	463,879.00

# 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 Forest Brooke Phase 6A (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 SPA150818\_047 dated, \_\_\_\_\_ February 13, 2025 with Lennar Homes, LLC as Principal, and SiriusPoint America Insurance Company as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, 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:

Witness Signature Courtney Mai

Printed Name of Witness Courtney Mai

Witness Signature Wendy Skuella

Printed Name of Witness Wendy Skuella

NOTARY PUBLIC

Subdivider:  
By Scott H. Adams  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Name (typed, printed or stamped) Keith Malcolm

Title VP

Address of Signer 4301 W. Boy Scout Blvd #1000  
Tampa, FL 33607

Phone Number of Signer 813-414-3749

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

5th day of February, 2025, by Keith Malcuit as  
(day) (month) (year) (name of person acknowledging)

VP for Lemar Homes  
(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 Anselmi  
Comm.: HH 469930  
Expires: Dec. 4, 2027  
Notary Public - State of Florida  
(Notary Seal)

Morgana Anselmi  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
HH 469930 12/4/27  
(Commission Number) (Expiration Date)

**Individual Acknowledgement**  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

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

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

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

Type of Identification Produced

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

(Notary Seal)

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

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

**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC  
4301 W. Boy Scout Blvd., Suite 600  
Tampa, FL 33607 called the Principal, and SiriusPoint America

Insurance Company \_\_\_\_\_ called the Surety, are held and firmly bound unto the  
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of \_\_\_\_\_  
Forty Thousand Five Hundred and No/100 (\$ 40,500.00 ) 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, pursuant to these subdivision regulations a final plat of the subdivision within the  
unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has  
guaranteed to the satisfaction of the County that lot corners will be installed; and

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as  
Forest Brooke Phase 6A are to be installed after recordation of said plat under guarantees posted with  
the County; and

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

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument  
ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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



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

A. If the Principal shall well and truly build, construct, and install in the platted area known as Forest Brooke Phase 6A 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 November 8, 2025**

SIGNED, SEALED AND DATED this 13th day of February, 2025.

ATTEST:

Courtney M. Lee  
COURTNEY M. LEE, WITNESS

Lennar Homes, LLC, a Florida limited liability company

BY: [Signature]  
PRINCIPAL  
BRIAN BATTEEN, VP (SEAL)

SiriusPoint American Insurance Company

SURETY (SEAL)

ATTEST:

Krista M. Lee  
Krista M. Lee, Witness

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

APPROVED BY THE COUNTY ATTORNEY

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

MARSEA01\_0124

POWER OF ATTORNEY  
SIRIUSPOINT AMERICA INSURANCE COMPANY  
NEW YORK

KNOW ALL MEN BY THESE PRESENTS: That SiriusPoint America Insurance Company, a New York corporation, having its principal office in the City of New York, pursuant to the following Resolution, which was adopted by the Board of Directors of the Company, to wit:

**RESOLVED**, that the President, Senior Vice President, Chief Financial Officer, Secretary or Assistant Secretary is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety:

Does hereby nominate, constitute and appoint:

Krista M. Lee, Radhamoney S. Lor

Its true and lawful attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, any and all bonds, contracts, agreements of indemnity, and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee bonds) and to bind the Company thereby as fully and to the same extent as if same were signed by the duly authorized officers of the Company, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000 single bond limit

All acts of said attorneys-in-fact pursuant to the authorities herein given are hereby ratified and confirmed. The executive officers listed above in the Resolution may from time to time and at any time remove any such appointee and revoke the power given to him or her.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in New York, New York, in their own proper persons.

IN WITNESS WHEREOF, SiriusPoint America Insurance Company has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Secretary this 17th day of August in the year 2023.

SiriusPoint America Insurance Company

By: Melissa J. Ralph

Melissa J. Ralph  
Secretary

State of New Jersey )  
County of Monmouth ) ss.

On, this 17<sup>th</sup> day of August 2023, before me, a Notary Public of the State of New Jersey in and for the County of Monmouth duly commissioned and qualified, came Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and acknowledged the execution of the same, and, being by me duly sworn, deposed and said, that she is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument as the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.



TNAEJA E LEWIS-SCOTT  
Notary Public  
My Commission expires  
March 31, 2025

State of New Jersey  
County of Monmouth

I, Melissa J. Ralph, Secretary, of SiriusPoint America Insurance Company, a New York corporation, do hereby certify that the above and foregoing is a full, true correct copy of Power of Attorney, is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 13<sup>th</sup> day of February, 2025



Melissa J. Ralph  
Melissa J. Ralph  
Secretary



TAMPA OFFICE  
3409 W. Lemon Street  
Tampa, FL 33609  
813.250.3535

ORLANDO OFFICE  
775 Warner Lane  
Orlando, FL 32803  
407.362.5929

### Forest Brooke Phase 6A

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

Listed below is Hamilton Engineering and Surveying, LLC's certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of Forest Brooke Phase 6A. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

**216 Lots @ \$125 each = \$32,400.00 \*125% = \$40,500.00**

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

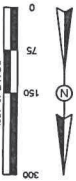
August 3, 2024  
Date







PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



TEL: 813.250.3535  
TAMPA, FL 33609

www.HamiltonEngineering.US  
TEL: 407.362.5929

[illegible]

LINE TABLE			
LINE#	DIRECTION	LENGTH	
L1	S 10°00'00" E	57.86	
L2	S 17°23'17" E	85.55	
L3	S 80°00'00" W	51.33	

TRACT TABULATION

TRACT A -	PRIVATE RIGHTS-OF-WAY, ACCESS AND UTILITY EASEMENT
TRACT B -	COMMON AREA (PRIVATE)
TRACT C -	COMMON AREA (PRIVATE), SANITARY SEWER AND UTILITY EASEMENT (PUBLIC)
TRACT D -	COMMON AREA (PRIVATE)
TRACT E -	COMMON AREA (PRIVATE)
TRACT F -	DRAINAGE AREA AND WETLAND CONSERVATION AREA (PRIVATE)

[illegible]

20 | 20  
NORTH 1/4 OF SECTION 20-32S-20E  
FOUND PK & DISK #14417

✓  
CENTER OF SECTION 17-325-20E  
FOUND 1/2" CAPPED IRON ROD LABELED "LB #701"  
CCR 110317



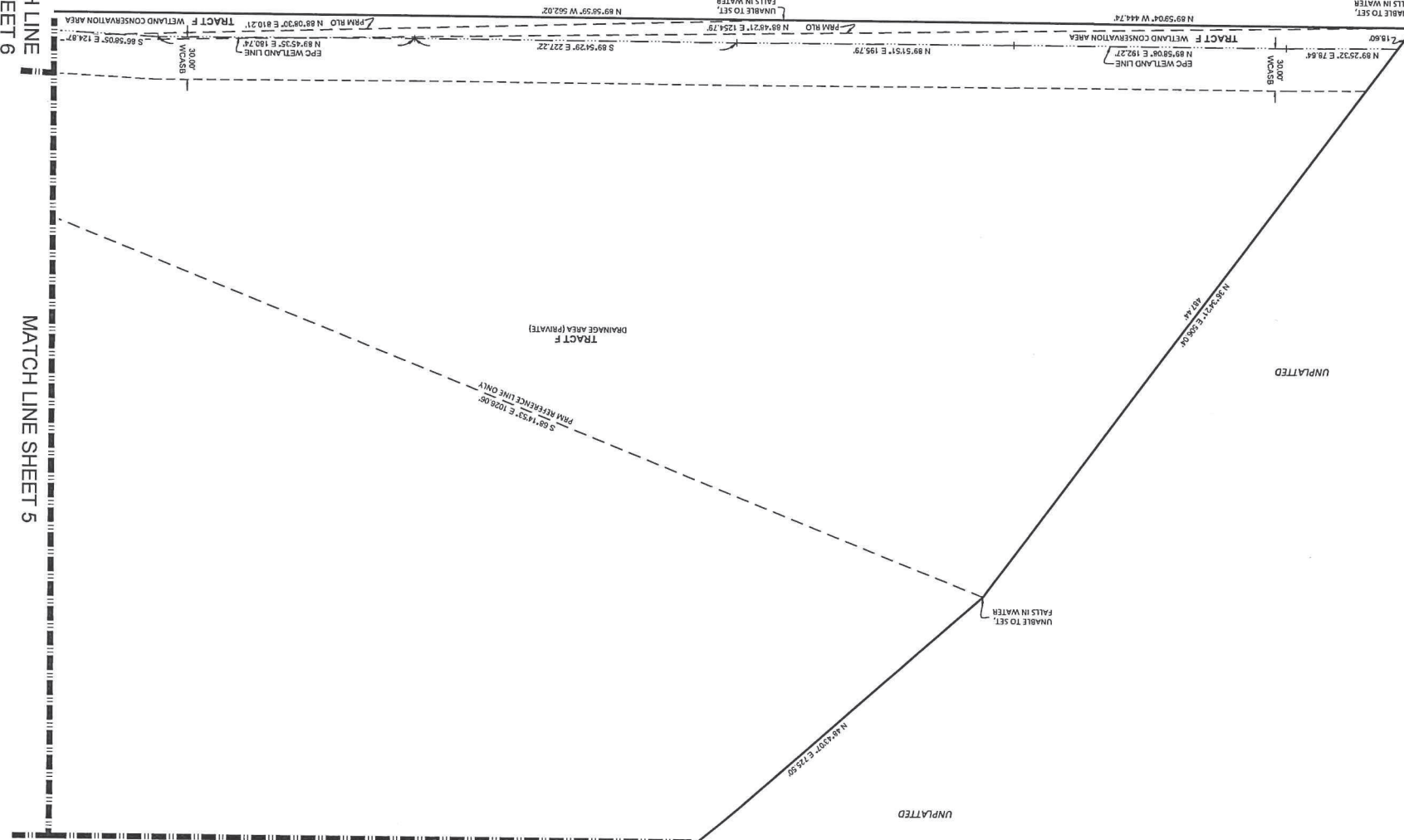
# FOREST BROOKE PHASE 6A A SUBDIVISION LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

MATCH LINE  
SHEET 6

MATCH LINE  
SHEET 5

MATCH LINE SHEET 4



UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

TRACT F  
DRAINAGE AREA (PRIVATE)

UNABLE TO SET,  
FALLS IN WATER

UNABLE TO SET,  
FALLS IN WATER

UNABLE TO SET,  
FALLS IN WATER

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

TRACT F  
DRAINAGE AREA (PRIVATE)

UNABLE TO SET,  
FALLS IN WATER

UNABLE TO SET,  
FALLS IN WATER

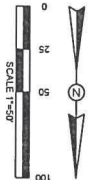
UNABLE TO SET,  
FALLS IN WATER

**HAMILTON**  
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST  
TAMPA, FL 33609  
TEL: 813.250.3535  
www.HamiltonEngineeringUS

775 WARNER LANE  
ORLANDO, FL 32803  
TEL: 407.362.5929

LB 8805 CA 8812



THE WETLAND CONSERVATION/PRESERVATION AREA SHALL BE RETAINED PURSUANT TO THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE (LDC) AS AMENDED. THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 84-46, AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION (EPC), IN ADDITION, A 30-FOOT WETLAND SETBACK FROM THE WETLAND CONSERVATION/PRESERVATION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, PURSUANT TO FL STAT, SEC. 37A-43(10) (2011) AND CHAPTER 1-11 OF THE RULES OF THE EPC. WETLAND DELINEATIONS ARE BURNING FOR 5 YEARS AS LONG AS PHYSICAL CONDITIONS ON THE PROPERTY DO NOT CHANGE SO AS TO ALTER THE BOUNDARIES OF WETLANDS DURING THAT TIME. AFTER 5 YEARS, THE BOUNDARIES OF A WETLAND CONSERVATION AREA, ARE SUBJECT TO REVIEW AND MODIFICATION BY THE EPC, AND THE 30-FOOT SETBACK SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION AREA, AS REVISED.

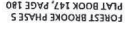
WETLAND CONSERVATION/PRESERVATION AREA NOTE

- LEGEND
- SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4"
  - CONCRETE MONUMENT STAMPED "HAMILTON PRM LB 8805"
  - FOUND PERMANENT REFERENCE MONUMENT (PRM) 4"x4"
  - STAMPED "HAMILTON PCP LB 8805"
  - ACCESS AND UTILITY EASEMENT (PUBLIC)
  - BOUNDARY
  - DRAINAGE EASEMENT (PRIVATE)
  - ENVIRONMENTAL PROTECTION COMMISSION
  - LICENSED BUSINESS
  - NON-ADJACENT LINE
  - OVERALL
  - OFFICIAL RECORDS
  - PERMANENT REFERENCE MONUMENT
  - RADIAL LINE
  - REFERENCE LINE ONLY
  - UTILITY EASEMENT (PUBLIC)
  - WCA58 = WETLAND CONSERVATION AREA SETBACK



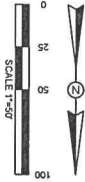
The Wetland Conservation Preservation Area shall be retained pursuant to the Tillamook County and Development Consent Order (DCO) as amended. The Tillamook County Environmental Protection Act, Chapter 11-1, states that the Tillamook County Environmental Protection Commission shall require that physical conditions on the property do not change so as to alter the boundaries or wetlands over the next five years. The boundaries of the Wetland Conservation Area are subject to revision and modification over time. The DCO and the 30-year setback shall be applied to the boundaries of the Wetland Conservation Area as revised.

☐ = SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4"  
☒ = FOUND PERMANENT REFERENCE MONUMENT (PRM) 4"x4"  
☒ = UNLESS NOTED OTHERWISE  
☒ = SET PERMANENT CONTROL (PCP) PARKER-KALON NAIL AND DISC

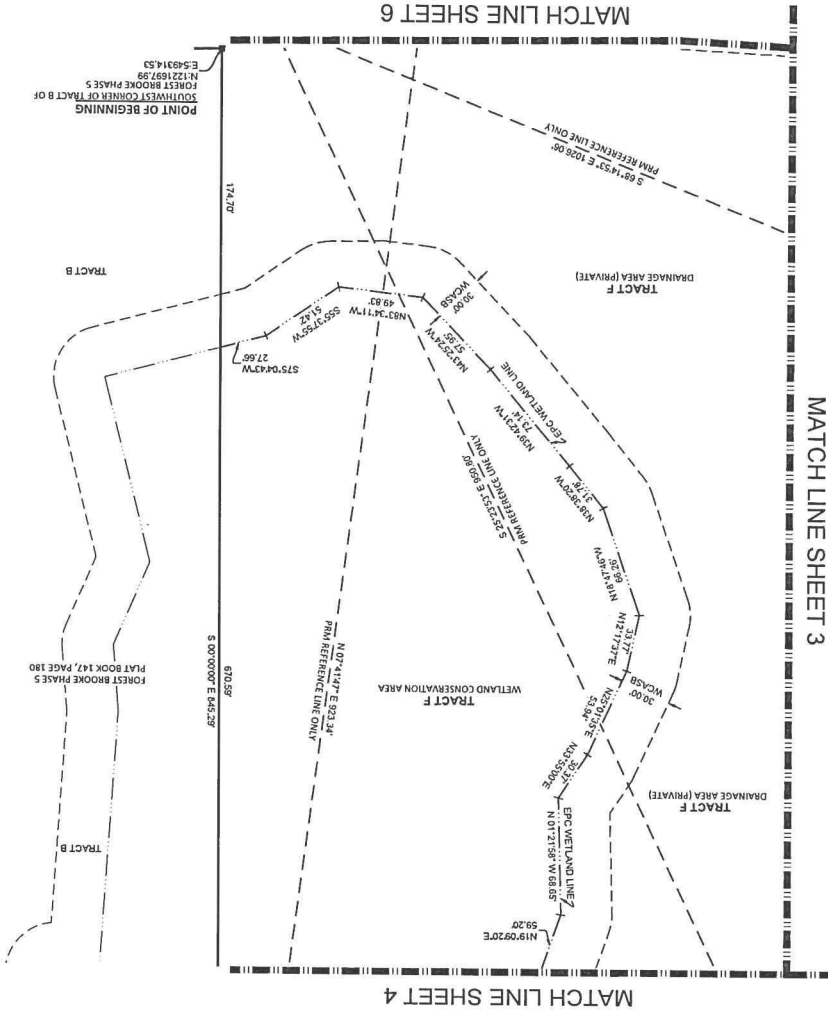


# FOREST BROOKE PHASE 6A A SUBDIVISION LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



- LEGEND**
- SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4"
  - CONCRETE MONUMENT STAMPED "HAMILTON PRM LB #8405"
  - FOUND PERMANENT REFERENCE MONUMENT (PRM) 4"x4"
  - UNLESS NOTED OTHERWISE
  - SET PERMANENT CONTROL (PCP) PARKER-KALON NAIL AND DISC STAMPED "HAMILTON PCP LB #8405"
  - ACCESS AND UTILITY EASEMENT (PUBLIC)
  - BOUNDARY
  - DE DRAINAGE EASEMENT (PRIVATE)
  - EPC ENVIRONMENTAL PROTECTION COMMISSION
  - LB LICENSED BUSINESS
  - LA OVERALL
  - OR OFFICIAL RECORDS
  - PRM PERMANENT REFERENCE MONUMENT
  - (R) RADIAL LINE
  - RLD REFERENCE LINE ONLY
  - UE UTILITY EASEMENT (PUBLIC)
  - WCSB WETLAND CONSERVATION AREA SETBACK



WETLAND CONSERVATION/PRESERVATION AREA NOTE:

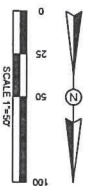
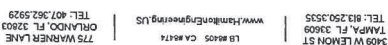
THE WETLAND CONSERVATION/PRESERVATION AREA SHALL BE RETAINED PURSUANT TO THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE (LDC) AS AMENDED. THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION ACT, CHAPTER 644.46, AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS AND TYPICAL WITHIN THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, PURSUANT TO FL STAT. SEC. 375.42(10) (2021) AND CHAPTER 1-11 OF THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, PURSUANT TO FL STAT. SEC. 375.42(10) (2021). THE BOUNDARIES OF A WETLAND CONSERVATION AREA, ARE SUBJECT TO REVIEW AND MODIFICATION BY THE EPC, AND THE 30-FOOT SETBACK SHALL BE APPLIED TO THE BOUNDARIES OF THE WETLAND CONSERVATION AREA, AS REVISED.



**HAMILTON**  
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ORLANDO, FL 32803

5 IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

[illegible]



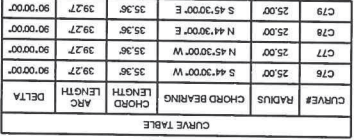






## MATCH LINE SHEET 8

MATCH LINE SHEET 6



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C76	25.00'	S 44°30'00" W	35.36'	39.27'	90°00'00"
C77	25.00'	N 45°30'00" W	35.36'	39.27'	90°00'00"
C78	25.00'	N 44°30'00" E	35.36'	39.27'	90°00'00"
C79	25.00'	S 45°30'00" E	35.36'	39.27'	90°00'00"

[illegible]





# Hillsborough County

## PUBLIC SCHOOLS

### Preparing Students for Life

#### FINAL - Certificate of School Concurrency

Project Name	Forest Brooke Phase 6A		
Jurisdiction	Hillsborough		
Jurisdiction Project ID Number	3948		
HCPS Project ID Number	SC-942		
Parcel / Folio Number(s)	079543.0000		
Project Location	S. US Hwy 301 & State Road 674		
Dwelling Units & Type	216 Single-Family Attached (SFA)		
Applicant	DUNE FB DEBT, LL		

School Concurrency Analysis				
School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	25	11	16	52

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, Middle, and High school Concurrency Service Areas (CSA's) serving this site and the adjacent Elementary, Middle, and High school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary plating process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (**DSC-942**), the terms of which were recorded on February 7, 2023. The Applicant contributed funds on February 25, 2025, in the amount of \$1,772,441.00 thereby satisfying the requirement to construct 25 Elementary, 11 Middle, and 16 High school seats to accommodate the proposed development as more particularly described therein.

*Lori Belangia*

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Growth Management Department  
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February 25, 2025  
Date Issued