

SUBJECT: South Creek Phase 2A 2B & 2C
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: November 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for South Creek Phase 2A 2B & 2C, located in Section 19, Township 31, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the 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 \$914,160.94, a Warranty Bond in the amount of \$265,729.22, 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 \$18,375.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On August 30, 2020 (Phase 2A & 2B) & (Phase 2C), Permission to Construct Prior to Platting was issued for South Creek Phase 2A 2B & 2C. 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 Ardurra.

Location Map



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

This Agreement is made and entered into this ____ day of _____ 2021, by and between Lennar Homes LLC hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as South Creek 2A, 2B, & 2C; 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 known as South Creek 2A, 2B, & 2C 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 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 South Creek 2A, 2B, & 2C 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 (hereafter, the "Improvements"):

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

_____ and

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

WHEREAS, the County 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 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 South Creek Phase 2A, 2B, & 2C Subdivision, within Twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, 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 Improvements constructed in connection with South Creek Subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said Improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the Improvements so that said Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond 024256119, dated 9/21/21 with Lennar Homes, LLC as Principal, and Liberty Mutual Insurance as Surety, and
 A Warranty Bond 024256120, dated 9/21/21 with Lennar Homes, LLC as Principal, and Liberty Mutual Insurance as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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 his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective Improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as South Creek 2A, 2B, & 2C 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 Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the Twelve (12) month construction period described in paragraph 2, the Subdivider may request that the County accept the Improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany 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 Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

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

ABJ James

Printed Name of Witness

Witness' Signature

Loli Carpenter

Printed Name of Witness

NOTARY PUBLIC
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: _____
Authorized Corporate Officer or Individual

PARKER HILKOWS

Name (typed, printed or stamped)

VICE PRESIDENT

Title

41600 W. CYPRESS ST., STE 300, TAMPA, FL 33607

Address of Signer

813-574-5658

Phone Number

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of July, 2021 by Parker Hibbs and

respectively President and _____ of Lennar Homes LLC

Inc., a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced _____

as identification and did take an oath.

NOTARY PUBLIC:

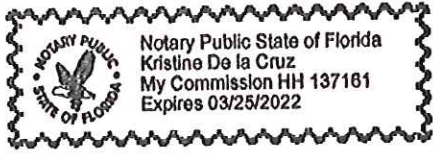
Sign: Kristine De la Cruz (Seal)

Print: Kristine De la Cruz

Title or Rank: Notary Public

Serial Number, if any: 137161

My Commission Expires: 03/25/22



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

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 nine hundred fourteen thousand one hundred sixty dollars and ninety four cents for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, roads, drainage, and other necessary facilities, in accordance with 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 offsite utility and roadway improvement area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements and Offsite Improvements, the terms of which Agreement require the Principal to submit and instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South Creek Phases 2A, 2B and 2C _____ subdivision all roads, drainage, water, wastewater, and other necessary facilities, to be built and constructed in the platted area and offsite utility and roadway improvement area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty for (12) months from the date that the Board of County Commissioners 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 DECEMBER 9, 2022.

SIGNED, SEALED AND DATED this 21st day of September, 2021.

ATTEST:

Lennar Homes, LLC, a Florida Limited Liability Company

Kathy Dornel

BY: [Signature]
PRINCIPAL (SEAL)

Liberty Mutual Insurance Company

SURETY (SEAL)

ATTEST:

[Signature]

Jessica Richmond
Jessica Richmond, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY: [Signature]

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. 8204862-022001

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, Chelsea Nielson; Jessica Richmond; Joyce A. Johnson; Philip N. Bair; Stephanie Gross

all of the city of Houston state of TX 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 12th day of February, 2021.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th 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: 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 By-laws 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 21st day of September 2021



By: 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.

WARRANTY BOND

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 **two hundred sixty five thousand seven hundred twenty nine dollars and twenty two cents** for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and **WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as South Creek Phases 2A, 2B, & 2C and offsite utility and roadway Improvement area; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads, drainage, sanitary sewers, water and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Construction and Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as **South Creek Phases 2A, 2B, & 2C** and the offsite utility and roadway improvement area, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and:
- B. If the Principal shall correct within the above subscribed warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL December 9, 2024

SIGNED, SEALED AND DATED this 21st day of September, 2021.

ATTEST:

Lennar Homes, LLC, a Florida Limited Liability Company

Kathy Alenel

BY: [Signature]
PRINCIPAL (SEAL)

Liberty Mutual Insurance Company
SURETY (SEAL)

ATTEST:

[Signature]

[Signature]
Jessica Richmond, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]
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: 8204862-022001

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, Chelsea Nielson; Jessica Richmond; Joyce A. Johnson; Philip N. Bair; Stephanie Gross

all of the city of Houston state of TX 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 12th day of February, 2021.



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

By: 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 12th 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: 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 9/15th day of September 2021



By: 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.

ARDURRA GROUP, INC.
CLIENT: LENNAR HOMES, LLC
PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
WARRANTY BOND
July 22, 2021

SUMMARY OF SCHEDULES

STATE OF FLORIDA }
 }
COUNTY OF HILLSBOROUGH }

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that I have examined the Plat of South Creek Phases 2A, 2B and 2C, as filed by Ardurra Group, Inc., located in **Section 19, Township 31 South, Range 20 East, Hillsborough County, Florida**; and that the costs of the improvements lying within the said Plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Warranty Bond required by the Hillsborough County Land Development Code.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$711,328.75
STORM DRAINAGE	\$657,008.55
WATER & FIRE DISTRIBUTION	\$401,415.00
SANITARY SEWER	\$887,539.90
	GRAND TOTAL
	<u>\$2,657,292.20</u>
WARRANTY BOND (10% OF GRAND TOTAL AMOUNT)	\$265,729.22
	$\$2,657,292.20 \times 0.10 = \$265,729.22$

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
 WARRANTY BOND
 July 22, 2021

ROAD CONSTRUCTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	1 1/2" Type SP-12.5 Asphalt	13,148	SY	\$8.95	\$117,674.60
2.	6" Crushed Concrete Base	13,148	SY	\$12.90	\$169,609.20
3.	12" Stabilized Subgrade (LBR 40)	16,339	SY	\$6.60	\$107,837.40
4.	Miami Curb	9,796	LF	\$9.75	\$95,511.00
5.	Valley Gutter #300	190	LF	\$22.95	\$4,360.50
6.	Type D Curb	210	LF	\$11.80	\$2,478.00
7.	Monolithic Curb Sidewalk	76	LF	\$34.20	\$2,599.20
8.	3' Wide Concrete Sidewalk (Non-Lot Frontage)	742	LF	\$27.70	\$20,553.40
9.	Curb Cut - Only	15	EA	\$242.00	\$3,630.00
10.	ADA Curb Cut Ramp	4	EA	\$594.50	\$2,378.00
11.	Detectable Warning Surface	64	EA	\$52.95	\$3,388.80
12.	12' Wide Driveway	1	EA	\$2,905.65	\$2,905.65
13.	10' Multi-Use Path < Option 1 or 2 >	932	EA	\$32.95	\$30,709.40
14.	R/W Grading (2A and 2B/2C)	1	LS	\$41,615.20	\$41,615.20
15.	3' Sod - B.O.C.	3,306	SY	\$2.55	\$8,430.30
16.	Hydroseed - R/W	6,599	SY	\$0.35	\$2,309.65
17.	Striping and Signage	1	LS	\$12,490.75	\$12,490.75
18.	2" PVC Road Crossings	286	EA	\$5.00	\$1,430.00
19.	4" PVC Road Crossings	286	EA	\$7.00	\$2,002.00
20.	6" PVC Road Crossings	286	EA	\$9.00	\$2,574.00
21.	6" Roadside Underdrain	5,226	LF	\$12.35	\$64,541.10
22.	Underdrain Cleanout	26	EA	\$473.10	\$12,300.60
				TOTAL	\$711,328.75

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
 WARRANTY BOND
 July 22, 2021

STORM DRAINAGE					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	18" Class III RCP	2,736	LF	\$33.30	\$91,108.80
2.	24" Class III RCP	979	LF	\$49.05	\$48,019.95
3.	30" Class III RCP	1,030	LF	\$66.35	\$68,340.50
4.	36" Class III RCP	422	LF	\$89.20	\$37,642.40
5.	48" Class III RCP	860	LF	\$149.10	\$128,226.00
6.	Type I Curb Inlet	25	EA	\$3,980.35	\$99,508.75
7.	Type I Curb Inlet w/ Temporary Top	1	EA	\$2,991.50	\$2,991.50
8.	Type 2 Curb Inlet	2	EA	\$4,506.10	\$9,012.20
9.	Type V Inlet	1	EA	\$4,164.65	\$4,164.65
10.	Type D Inlet	6	EA	\$3,171.75	\$19,030.50
11.	Yard Drain	1	EA	\$2,167.30	\$2,167.30
12.	Type P Manhole	6	EA	\$2,988.40	\$17,930.40
13.	Type J Manhole w/ Alt Bott	2	EA	\$5,420.10	\$10,840.20
14.	Form and Pour Type I Curb Inlet Top	1	EA	\$2,083.65	\$2,083.65
15.	Control Structures	2	EA	\$3,891.65	\$7,783.30
16.	Dewatering / Rock Bedding	1	LS	\$39,653.00	\$39,653.00
17.	18" Flared End Section	2	EA	\$1,546.15	\$3,092.30
18.	24" Flared End Section	1	EA	\$1,794.10	\$1,794.10
19.	30" Flared End Section	2	EA	\$2,272.05	\$4,544.10
20.	36" Flared End Section	3	EA	\$2,770.15	\$8,310.45
21.	48" Flared End Section	1	EA	\$4,005.50	\$4,005.50
22.	Cement Bag Rip Rap	3,737	SF	\$5.90	\$22,048.30
23.	Televise Storm Pipe	6,027	LF	\$4.10	\$24,710.70
TOTAL					\$657,008.55

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
 WARRANTY BOND
 July 22, 2021

WATER DISTRIBUTION					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	Install Temporary Construction Meter	1	LS	\$15,899.60	\$15,899.60
2.	24" Jack and Bore @ US 301	175	LF	\$431.35	\$75,486.25
3.	16" X 12" TS & V	1	LS	\$4,163.20	\$4,163.20
4.	12" DIP WM	253	LF	\$63.10	\$15,964.30
5.	12" PVC C900 DR18 WM	810	LF	\$32.05	\$25,960.50
6.	8" PVC C900 DR18 WM	1,844	LF	\$17.80	\$32,823.20
7.	6" PVC C900 DR18 WM	2,394	LF	\$12.20	\$29,206.80
8.	12" Gate Valve w/ Box	6	EA	\$2,514.55	\$15,087.30
9.	8" Gate Valve w/ Box	11	EA	\$1,377.40	\$15,151.40
10.	6" Gate Valve w/ Box	19	EA	\$979.00	\$18,601.00
11.	4" Gate Valve w/ Box	1	EA	\$783.20	\$783.20
12.	8 X 8" Cross	1	EA	\$800.45	\$800.45
13.	12 X 8" Tee	1	EA	\$756.80	\$756.80
14.	12 X 4" Tee	1	EA	\$730.70	\$730.70
15.	8 X 6" Tee	1	EA	\$546.85	\$546.85
16.	6 X 6" Tee	3	EA	\$401.55	\$1,204.65
17.	6 X 2" Tee	1	EA	\$392.20	\$392.20
18.	12 X 8" Reducer	1	EA	\$453.10	\$453.10
19.	8 X 6" Reducer	2	EA	\$339.15	\$678.30
20.	8" Plug	1	EA	\$285.20	\$285.20
21.	12" Fittings and Restraints	1	LS	\$3,068.65	\$3,068.65
22.	8" Fittings and Restraints	1	LS	\$3,272.00	\$3,272.00
23.	6" Fittings and Restraints	1	LS	\$5,675.45	\$5,675.45
24.	4" Fittings and Restraints	1	LS	\$406.75	\$406.75
25.	Fire Hydrant Assembly	10	EA	\$4,118.00	\$41,180.00
26.	Single Service Assembly (Complete) - Short Side	94	EA	\$408.05	\$38,356.70
27.	Single Service Assembly (Complete) - Long Side	52	EA	\$477.95	\$24,853.40
28.	Lift Station Service	1	LS	\$2,284.95	\$2,284.95
29.	3/4" Meter / Backflow Preventer	1	LS	\$783.35	\$783.35
30.	3/4" PF and Fittings	1	LS	\$407.40	\$407.40
31.	Temporary Blowoff	5	EA	\$1,187.00	\$5,935.00
32.	Permanent Blowoff	1	EA	\$2,018.15	\$2,018.15
33.	Testing and Chlorination	1	LS	\$6,782.65	\$6,782.65
34.	Maintenance of Traffic	1	LS	\$4,120.30	\$4,120.30
35.	Mill and Overlay Existing 10' Asphalt Sidewalk	1	LS	\$3,390.40	\$3,390.40
36.	Restoration	1	LS	\$3,904.85	\$3,904.85
TOTAL					\$401,415.00

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
 WARRANTY BOND

July 22, 2021

SANITARY SEWER					
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
1.	8" PVC SDR26 (0-6' Cut)	267	LF	\$17.25	\$4,605.75
2.	8" PVC SDR26 (6'-8' Cut)	681	LF	\$19.45	\$13,245.45
3.	8" PVC SDR26 (8'-10' Cut)	1,183	LF	\$21.25	\$25,138.75
4.	8" PVC SDR26 (10'-12' Cut)	730	LF	\$23.20	\$16,936.00
5.	8" PVC SDR26 (12'-14' Cut)	563	LF	\$25.85	\$14,553.55
6.	8" PVC SDR26 (14'-16' Cut)	274	LF	\$28.95	\$7,932.30
7.	8" PVC SDR26 (16'-18' Cut)	158	LF	\$33.30	\$5,261.40
8.	8" PVC SDR26 (18'-20' Cut)	427	LF	\$38.85	\$16,588.95
9.	6" C900 PVC DR18 Green	1,846	LF	\$13.00	\$23,998.00
10.	10" C900 PVC DR25 (16-18')	56	LF	\$54.00	\$3,024.00
16.	Manhole (0-6')	5	EA	\$2,657.30	\$13,286.50
17.	Manhole (6-8')	3	EA	\$2,925.50	\$8,776.50
18.	Manhole (8-10')	4	EA	\$3,189.35	\$12,757.40
19.	Manhole (10-12')	3	EA	\$3,578.95	\$10,736.85
20.	Manhole (12-14')	2	EA	\$3,996.80	\$7,993.60
21.	Manhole (14-16')	1	EA	\$4,320.15	\$4,320.15
22.	Drop Manhole (8-10')	1	EA	\$4,017.60	\$4,017.60
23.	60" Drop Manhole (16-18')	1	EA	\$7,865.30	\$7,865.30
24.	60" Drop Manhole (18-20')	2	EA	\$8,875.60	\$17,751.20
25.	6" Isolation Valve	1	EA	\$1,305.10	\$1,305.10
26.	6" Plug Valve	5	EA	\$1,209.15	\$6,045.75
27.	6" Fittings and Restraints	1	LS	\$7,157.30	\$7,157.30
28.	ARV	1	EA	\$6,421.70	\$6,421.70
29.	'Cut-in' 6 X 6" Tee	1	LS	\$2,055.40	\$2,055.40
30.	14" Jack and Bore @ US301	205	LF	\$345.00	\$70,725.00
31.	Single Service	33	EA	\$627.25	\$20,699.25
32.	Double Service	42	EA	\$794.35	\$33,362.70
33.	Townhome Service	30	EA	\$512.10	\$15,363.00
34.	Lift Station - Complete	1	LS	\$402,778.90	\$402,778.90
35.	Dewatering / Rock Bedding	1	LS	\$26,784.60	\$26,784.60
36.	Sock Dewatering	1	LS	\$34,864.70	\$34,864.70
37.	Televise Sanitary Sewer - Main	4,339	LF	\$3.40	\$14,752.60
38.	Televise Sanitary Sewer - Laterals	3,420	LF	\$3.80	\$12,996.00
39.	Testing	1	LS	\$7,437.65	\$7,437.65
40.	Maintenance of Traffic	1	LS	\$2,579.70	\$2,579.70
41.	Restoration	1	LS	\$3,421.30	\$3,421.30
TOTAL					\$887,539.90

ARDURRA GROUP, INC.
 CLIENT: LENNAR HOMES, LLC
 PROJECT: SOUTH CREEK PHASES 2A, 2B, & 2C

EXHIBIT A
 PERFORMANCE BOND
 July 22, 2021

SUMMARY OF SCHEDULES

STATE OF FLORIDA }
 }
 COUNTY OF HILLSBOROUGH }

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that I have examined the Plat of South Creek Phases 2A, 2B and 2C, as filed by Ardurra Group, Inc., located in Section 19, Township 31 South, Range 20 East, Hillsborough County, Florida; and that the costs of the improvements lying within the said Plat, as listed below, are accurate engineering estimates which were prepared for the purpose of determining the amount for the Performance Bond required by the Hillsborough County Land Development Code.

<u>Schedule</u>	<u>Total</u>
ROAD CONSTRUCTION	\$716,328.75
STORM DRAINAGE	\$5,000.00
WATER & FIRE DISTRIBUTION	\$5,000.00
SANITARY SEWER	\$5,000.00
GRAND TOTAL	<u>\$731,328.75</u>
PERFORMANCE BOND (125% OF GRAND TOTAL AMOUNT)	\$914,160.94
$\$731,328.75 \times 1.25 = \$914,160.94$	

ROAD CONSTRUCTION				
ITEM NO.	DESCRIPTION	QTY.	UNIT	AMOUNT
1.	1 1/2" Type SP-12.5 Asphalt	13,148	SY	\$117,674.60
2.	6" Crushed Concrete Base	13,148	SY	\$169,609.20
3.	12" Stabilized Subgrade (LBR 40)	16,339	SY	\$107,837.40
4.	Miami Curb	9,796	LF	\$95,511.00
5.	Valley Gutter #300	190	LF	\$4,360.50
6.	Type D Curb	210	LF	\$2,478.00
7.	Monolithic Curb Sidewalk	76	LF	\$2,599.20
8.	5' Wide Concrete Sidewalk (Non-Lot Frontage)	742	LF	\$20,553.40
9.	Curb Cut - Only	15	EA	\$3,630.00
10.	ADA Curb Cut Ramp	4	EA	\$2,378.00
11.	Detectable Warning Surface	64	EA	\$3,388.80
12.	12' Wide Driveway	1	EA	\$2,905.65
13.	10' Multi-Use Path < Option 1 or 2 >	932	EA	\$30,709.40
14.	R/W Grading (2A and 2B/2C)	1	LS	\$41,615.20
15.	3' Sod - B.O.C.	3,306	SY	\$8,430.30
16.	Hydroseed - R/W	6,599	SY	\$2,309.65
17.	Striping and Signage	1	LS	\$12,490.75
18.	2" PVC Road Crossings	286	EA	\$1,430.00
19.	4" PVC Road Crossings	286	EA	\$2,002.00
20.	6" PVC Road Crossings	286	EA	\$2,574.00
21.	6" Roadside Underdrain	5,226	LF	\$64,541.10
22.	Underdrain Cleanout	26	EA	\$12,300.60
23.	Inspection/Testing	1	LS	\$5,000.00
TOTAL				\$716,328.75

STORM DRAINAGE				
ITEM NO.	DESCRIPTION	QTY.	UNIT	AMOUNT
1.	Inspection/Testing	1	LS	\$5,000.00
TOTAL				\$5,000.00

WATER DISTRIBUTION				
ITEM NO.	DESCRIPTION	QTY.	UNIT	AMOUNT
1.	Inspection/Testing	1	LS	\$5,000.00
TOTAL				\$5,000.00

SANITARY SEWER				
ITEM NO.	DESCRIPTION	QTY.	UNIT	AMOUNT
1.	Inspection/Testing	1	LS	\$5,000.00
TOTAL				\$5,000.00

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

This Agreement made and entered into this _____ day of _____ 2021, by and between **Lennar Homes, LLC** hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **South Creek Phases 2A, 2B, & 2C**; and

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as **South Creek Phases 2A, 2B, & 2C** are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as **South Creek Phases 2A, 2B, & 2C** subdivision within Twenty four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____, by order of _____, or _____, or
 - b. A Performance Bond 024256122, dated 9/21/21, with Lennar Homes, LLC as Principal, and Liberty Mutual Insurance as Surety, or
 - c. Escrow Agreement, dated _____, between _____ and the County, or
 - d. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as **South Creek Phases 2A, 2B, & 2C** at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this _____ day of _____, 2021.

ATTEST:

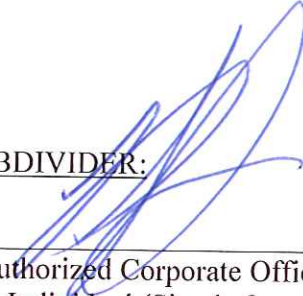

Witness Signature

ABI JAMES
Printed Name of Witness


Witness Signature

Lois Campagna
Printed Name of Witness

SUBDIVIDER:

By: 
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

PARKEN HIKOM S
Printed Name of Signer

VICE PRESIDENT
Title of Signer

4400 W. CYPRESS ST., STE 300, TAMPA, FL 33607
Address of Signer

813-574-5658
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

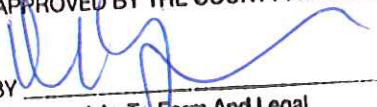
ATTEST:
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23rd day of July, 2021, by Pancer Hiron and _____ respectively President and _____ of Lennar Homes LLC,

Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: Kristine De la Cruz (Seal)

Print: Kristine De la Cruz

Title or Rank: Notary Public

Serial Number, if any: 137161

My Commission Expires: 03/25/22



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes, LLC a Florida Limited Liability Company 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 **eighteen thousand three hundred seventy five and 00/100** (\$18,375.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in accordance with specifications found in the aforementioned subdivision regulations and required by the Board of County Commissioners of Hillsborough County, Florida and the County Engineer; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as South creek Ph 2A, 2B & 2C subdivision all Permanent Control Points and all Lot Corners, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners 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 December 9, 2023.

SIGNED, SEALED AND DATED this 21st day of September, 2021.

ATTEST:

Lennar Homes, LLC, a Florida Limited Liability Company

Kathy Adams

BY: [Signature]
PRINCIPAL (SEAL)

Liberty Mutual Insurance Company

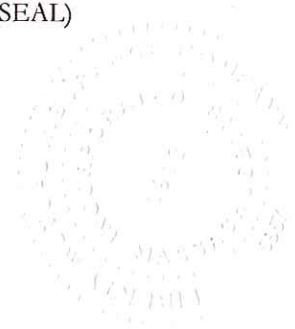
SURETY (SEAL)

ATTEST:

[Signature]

Richmond
Jessica Richmond, ATTORNEY-IN-FACT (SEAL)

APPROVED BY THE COUNTY ATTORNEY
BY [Signature]
Approved As To Form And Legal
Efficiency.





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: 8204862-022001

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, Chelsea Nielson; Jessica Richmond; Joyce A. Johnson; Philip N. Bair; Stephanie Gross

all of the city of Houston state of TX 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 12th day of February, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th 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: 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 By-laws 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 21st day of September 2021



By: 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.

ARDURRA GROUP, INC.
CLIENT: LENNAR HOMES, LLC
PROJECT: SOUTH CREEK PHASES 2A, 2B AND 2C

ENGINEER'S COST ESTIMATE
LOT CORNER MONUMENTATION
DATE: July 22, 2021

LOT CORNER MONUMENTATION

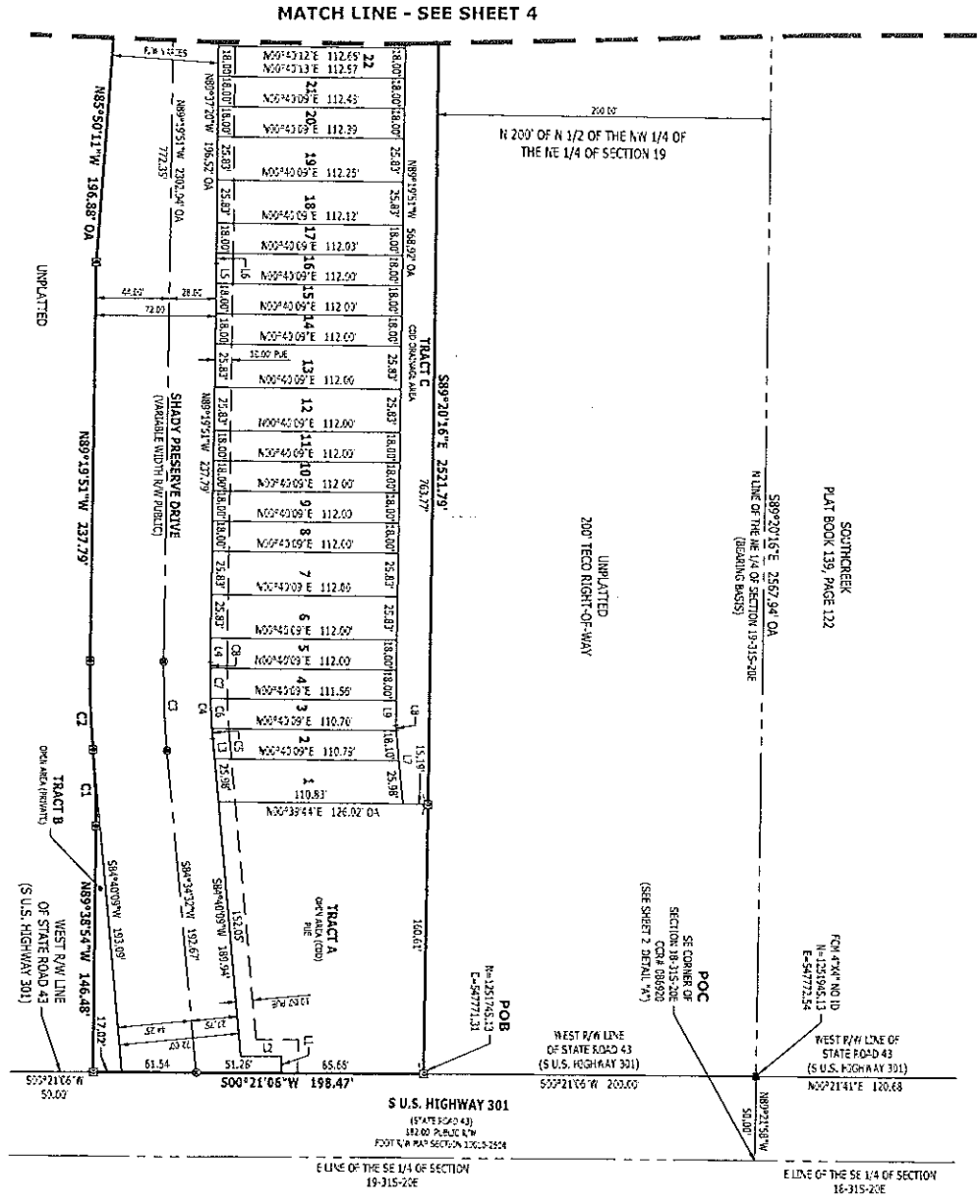
			Unit Price		Total
	147 lots	X	\$100.00	equals	\$14,700.00
LOT CORNER PERFORMANCE BOND AMOUNT (125% OF TOTAL)	125%	X	\$14,700.00	equals	\$18,375.00

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

SOUTH CREEK
PLAT BOOK 139, PAGE 122



LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°20'16"E	2521.79'
L2	N00°42'09"W	111.59'
L3	S89°20'16"E	2521.79'
L4	N00°42'09"W	111.59'
L5	S89°20'16"E	2521.79'
L6	N00°42'09"W	111.59'
L7	S89°20'16"E	2521.79'
L8	N00°42'09"W	111.59'
L9	S89°20'16"E	2521.79'
L10	N00°42'09"W	111.59'

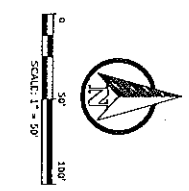
CURVE TABLE

CURVE	BEARING	CHORD	DELTA	BEARING	CHORD
C1	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C2	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C3	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C4	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C5	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C6	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C7	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C8	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C9	45.72°	48.00'	91.00°	S29°13'19"W	45.72'
C10	45.72°	48.00'	91.00°	S29°13'19"W	45.72'

MATCH LINE - SEE SHEET 4

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SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGEND
SHEET 3 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

UNPLATTED

THIS SE 1/4 OF SECTION 19 IS BEING PLATTED FOR FPM #247 NO. 10
 N-1201059.29
 E-5465388.80

S89°20'15"E 2562.94' OA.
 N LINE OF THE NE 1/4 OF SECTION 19-315-20E
 (BEARING BASIS)

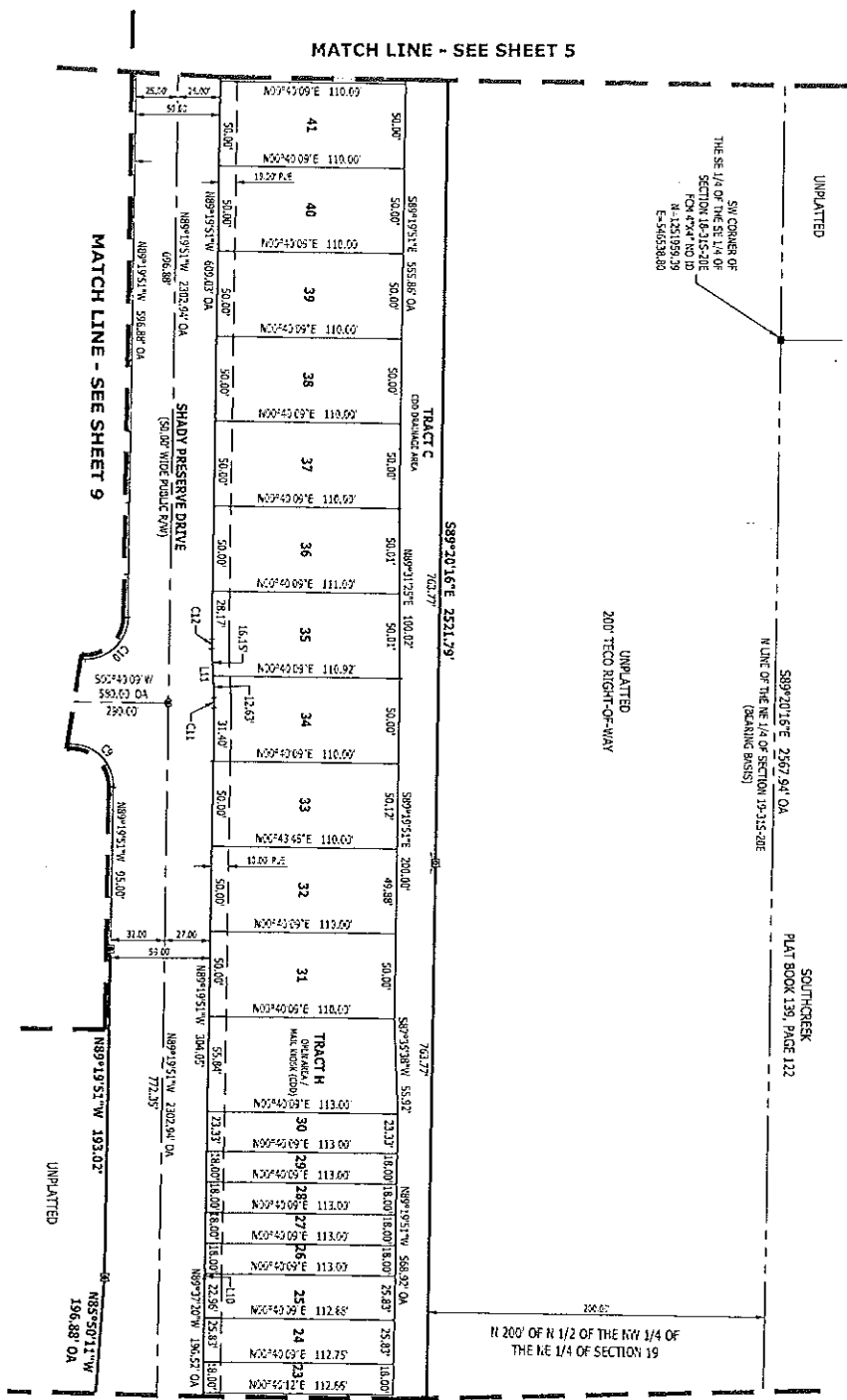
SOUTH CREEK
 PLAT BOOK 139, PAGE 122

UNPLATTED
 200' TECO RIGHT-OF-WAY

N 200' OF N 1/2 OF THE NW 1/4 OF THE NE 1/4 OF SECTION 19

MATCH LINE - SEE SHEET 5

MATCH LINE - SEE SHEET 3



MATCH LINE - SEE SHEET 9

LINE TABLE

LINE	BEARING	DISTANCE
L10	N89°19'51"W	7.82'
L11	N02°43'09"E	28.97'

CURVE TABLE

CURVE	CHORD	ARC	BEARING	CHORD
C1	39.27'	55.00'	S89°20'15"E	39.27'
C2	39.27'	55.00'	S89°20'15"E	39.27'
C3	39.27'	55.00'	S89°20'15"E	39.27'



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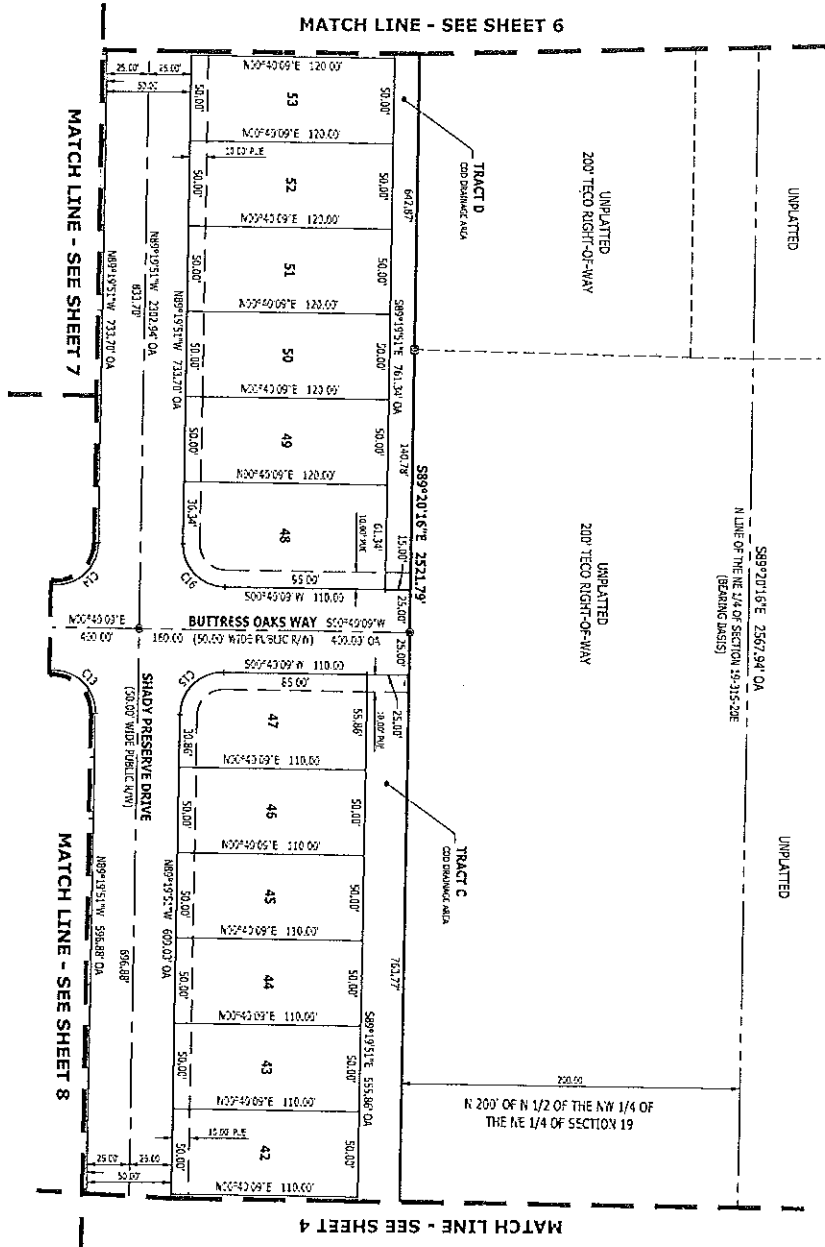
0 50' 100'
 SCALE: 1" = 50'

SEE SHEET 2 OF 10 FOR KEY MAP
 SEE SHEET 2 OF 10 FOR LEGEND
SHEET 4 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

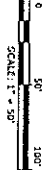


CURVE TABLE					
CHDK	LENGTH	RADIUS	DELTA	BEARING	CHORD
C13	30.27	50.00	90.000°	S54°45'00"W	35.36
C14	30.27	50.00	90.000°	N45°15'00"W	35.36
C15	30.27	50.00	90.000°	S44°19'51"E	35.36
C16	30.27	50.00	90.000°	N45°19'51"E	35.36



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SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGENDS
SHEET 5 OF 10

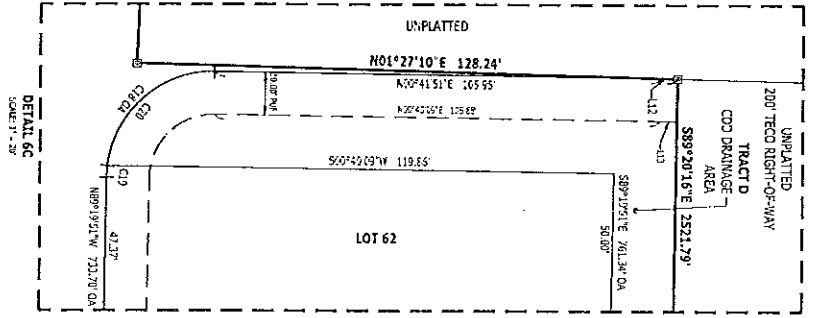
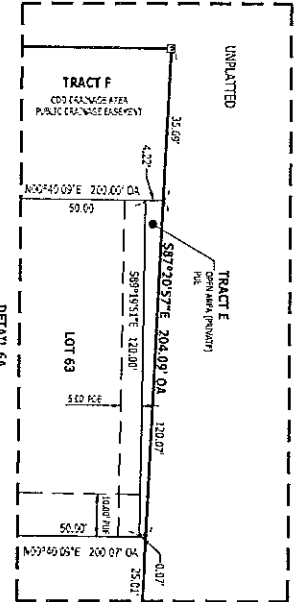
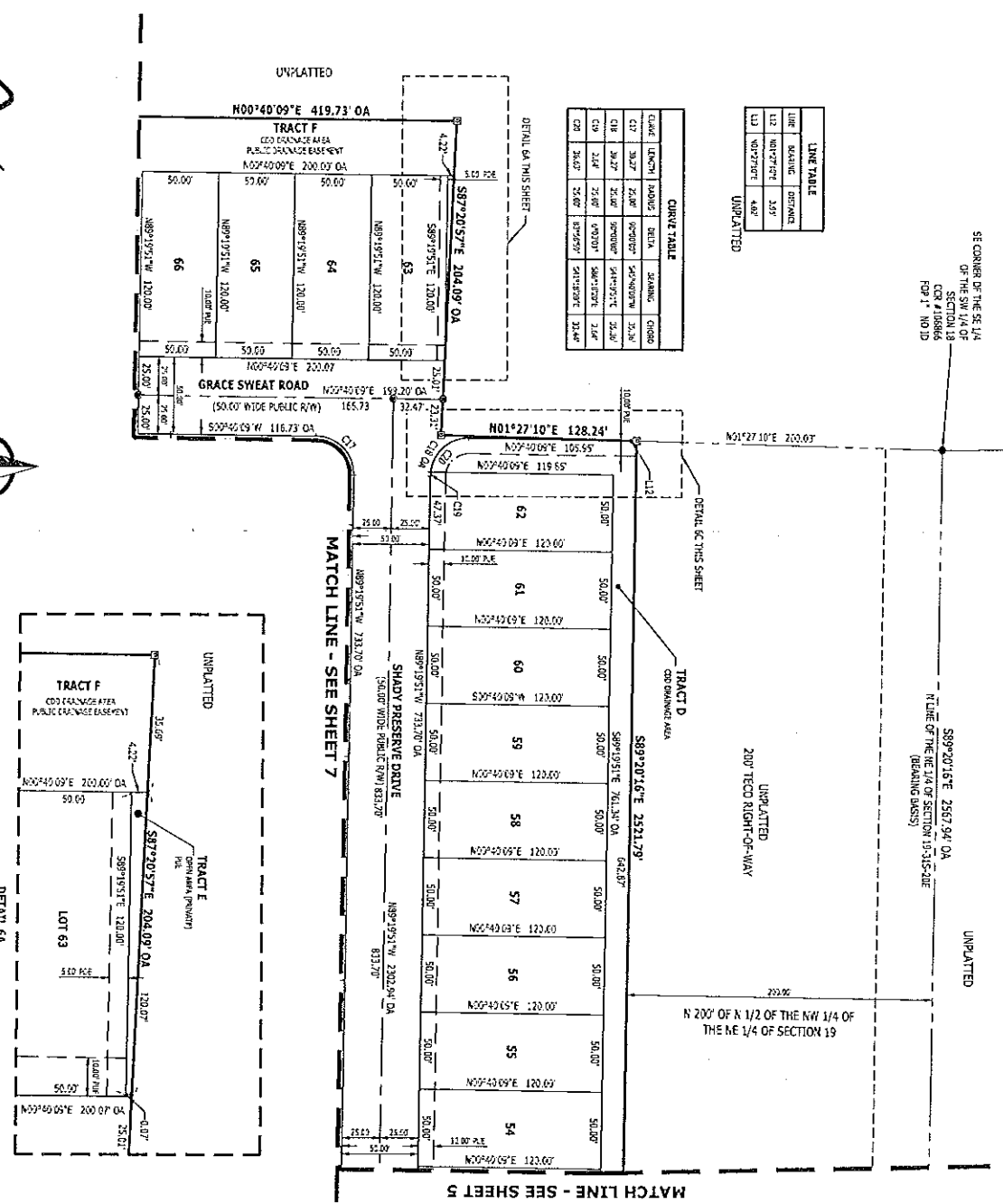
SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

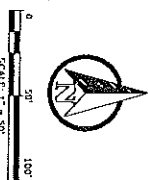
LINE	BEARING	DISTANCE
L12	N01°27'10"E	128.24'
L13	N02°42'09"E	119.85'
L14	N02°42'09"E	122.00'
L15	N02°42'09"E	122.00'
L16	N02°42'09"E	122.00'
L17	N02°42'09"E	122.00'
L18	N02°42'09"E	122.00'
L19	N02°42'09"E	122.00'
L20	N02°42'09"E	122.00'
L21	N02°42'09"E	122.00'
L22	N02°42'09"E	122.00'
L23	N02°42'09"E	122.00'
L24	N02°42'09"E	122.00'
L25	N02°42'09"E	122.00'
L26	N02°42'09"E	122.00'
L27	N02°42'09"E	122.00'
L28	N02°42'09"E	122.00'
L29	N02°42'09"E	122.00'
L30	N02°42'09"E	122.00'
L31	N02°42'09"E	122.00'
L32	N02°42'09"E	122.00'
L33	N02°42'09"E	122.00'
L34	N02°42'09"E	122.00'
L35	N02°42'09"E	122.00'
L36	N02°42'09"E	122.00'
L37	N02°42'09"E	122.00'
L38	N02°42'09"E	122.00'
L39	N02°42'09"E	122.00'
L40	N02°42'09"E	122.00'
L41	N02°42'09"E	122.00'
L42	N02°42'09"E	122.00'
L43	N02°42'09"E	122.00'
L44	N02°42'09"E	122.00'
L45	N02°42'09"E	122.00'
L46	N02°42'09"E	122.00'
L47	N02°42'09"E	122.00'
L48	N02°42'09"E	122.00'
L49	N02°42'09"E	122.00'
L50	N02°42'09"E	122.00'
L51	N02°42'09"E	122.00'
L52	N02°42'09"E	122.00'
L53	N02°42'09"E	122.00'
L54	N02°42'09"E	122.00'
L55	N02°42'09"E	122.00'
L56	N02°42'09"E	122.00'
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L59	N02°42'09"E	122.00'
L60	N02°42'09"E	122.00'
L61	N02°42'09"E	122.00'
L62	N02°42'09"E	122.00'
L63	N02°42'09"E	122.00'
L64	N02°42'09"E	122.00'
L65	N02°42'09"E	122.00'
L66	N02°42'09"E	122.00'
L67	N02°42'09"E	122.00'
L68	N02°42'09"E	122.00'
L69	N02°42'09"E	122.00'
L70	N02°42'09"E	122.00'
L71	N02°42'09"E	122.00'
L72	N02°42'09"E	122.00'
L73	N02°42'09"E	122.00'
L74	N02°42'09"E	122.00'
L75	N02°42'09"E	122.00'
L76	N02°42'09"E	122.00'
L77	N02°42'09"E	122.00'
L78	N02°42'09"E	122.00'
L79	N02°42'09"E	122.00'
L80	N02°42'09"E	122.00'
L81	N02°42'09"E	122.00'
L82	N02°42'09"E	122.00'
L83	N02°42'09"E	122.00'
L84	N02°42'09"E	122.00'
L85	N02°42'09"E	122.00'
L86	N02°42'09"E	122.00'
L87	N02°42'09"E	122.00'
L88	N02°42'09"E	122.00'
L89	N02°42'09"E	122.00'
L90	N02°42'09"E	122.00'
L91	N02°42'09"E	122.00'
L92	N02°42'09"E	122.00'
L93	N02°42'09"E	122.00'
L94	N02°42'09"E	122.00'
L95	N02°42'09"E	122.00'
L96	N02°42'09"E	122.00'
L97	N02°42'09"E	122.00'
L98	N02°42'09"E	122.00'
L99	N02°42'09"E	122.00'
L100	N02°42'09"E	122.00'

CLASS	LENGTH	RADIUS	BEHA	BEHAVIOR	CHORD
C17	34.27'	20.00'	90.00°	CONVEX	32.34'
C18	34.27'	20.00'	90.00°	CONVEX	32.34'
C19	34.27'	20.00'	90.00°	CONVEX	32.34'
C20	34.27'	20.00'	90.00°	CONVEX	32.34'
C21	34.27'	20.00'	90.00°	CONVEX	32.34'
C22	34.27'	20.00'	90.00°	CONVEX	32.34'
C23	34.27'	20.00'	90.00°	CONVEX	32.34'
C24	34.27'	20.00'	90.00°	CONVEX	32.34'
C25	34.27'	20.00'	90.00°	CONVEX	32.34'
C26	34.27'	20.00'	90.00°	CONVEX	32.34'
C27	34.27'	20.00'	90.00°	CONVEX	32.34'
C28	34.27'	20.00'	90.00°	CONVEX	32.34'
C29	34.27'	20.00'	90.00°	CONVEX	32.34'
C30	34.27'	20.00'	90.00°	CONVEX	32.34'
C31	34.27'	20.00'	90.00°	CONVEX	32.34'
C32	34.27'	20.00'	90.00°	CONVEX	32.34'
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C34	34.27'	20.00'	90.00°	CONVEX	32.34'
C35	34.27'	20.00'	90.00°	CONVEX	32.34'
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C37	34.27'	20.00'	90.00°	CONVEX	32.34'
C38	34.27'	20.00'	90.00°	CONVEX	32.34'
C39	34.27'	20.00'	90.00°	CONVEX	32.34'
C40	34.27'	20.00'	90.00°	CONVEX	32.34'
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C42	34.27'	20.00'	90.00°	CONVEX	32.34'
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C57	34.27'	20.00'	90.00°	CONVEX	32.34'
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C59	34.27'	20.00'	90.00°	CONVEX	32.34'
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C61	34.27'	20.00'	90.00°	CONVEX	32.34'
C62	34.27'	20.00'	90.00°	CONVEX	32.34'
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C68	34.27'	20.00'	90.00°	CONVEX	32.34'
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C70	34.27'	20.00'	90.00°	CONVEX	32.34'
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C74	34.27'	20.00'	90.00°	CONVEX	32.34'
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C82	34.27'	20.00'	90.00°	CONVEX	32.34'
C83	34.27'	20.00'	90.00°	CONVEX	32.34'
C84	34.27'	20.00'	90.00°	CONVEX	32.34'
C85	34.27'	20.00'	90.00°	CONVEX	32.34'
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C95	34.27'	20.00'	90.00°	CONVEX	32.34'
C96	34.27'	20.00'	90.00°	CONVEX	32.34'
C97	34.27'	20.00'	90.00°	CONVEX	32.34'
C98	34.27'	20.00'	90.00°	CONVEX	32.34'
C99	34.27'	20.00'	90.00°	CONVEX	32.34'
C100	34.27'	20.00'	90.00°	CONVEX	32.34'



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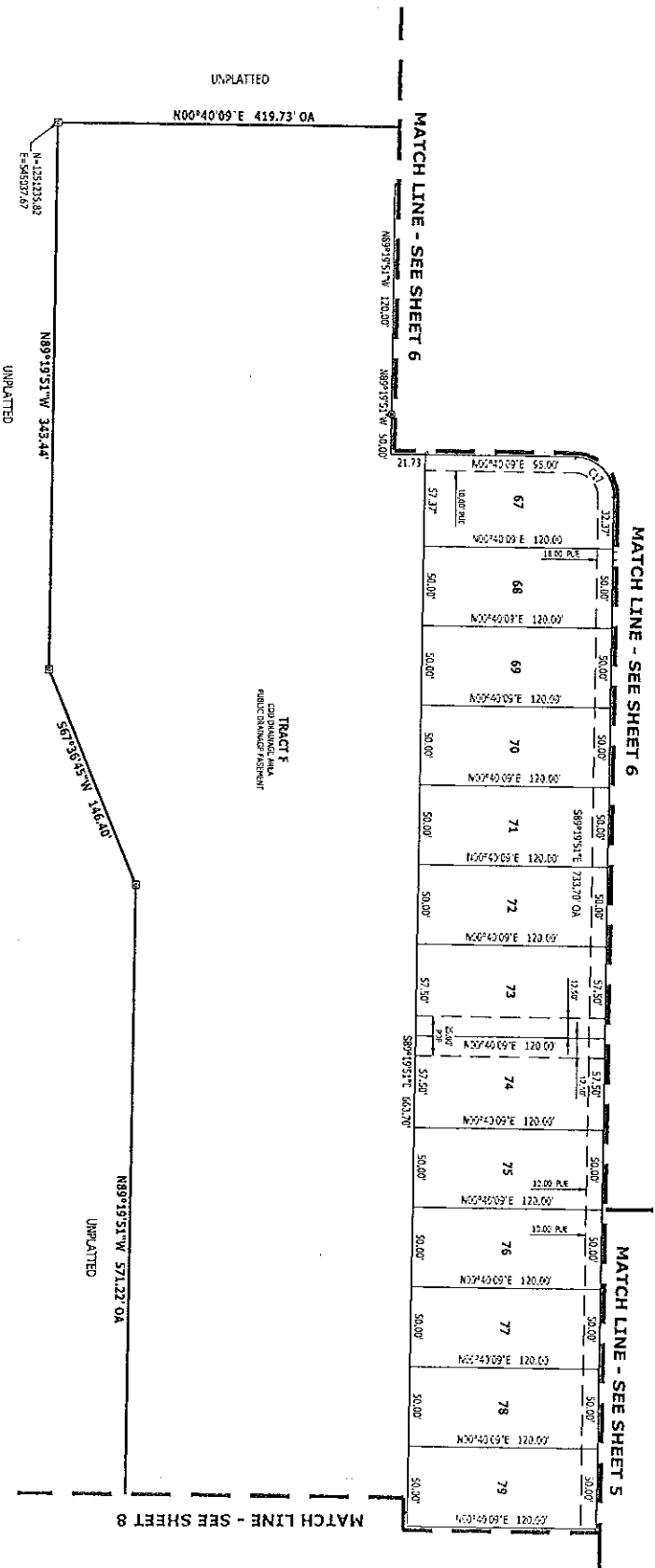
SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGEND
SHEET 6 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

PLAT
BOOK PAGE

CURVE TABLE				
CHORD	LENGTH	BEARING	DETA	CHORD
30.27'	25.00'	89°02'51"	54°40'00"	35.36'
35.36'	25.00'	89°02'51"	54°40'00"	40.45'



TRACT F
CDD SHALING, HMA
PUBLIC COMMONWEALTH RESIDENT



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0 50' 100'
SCALE: 1" = 50'

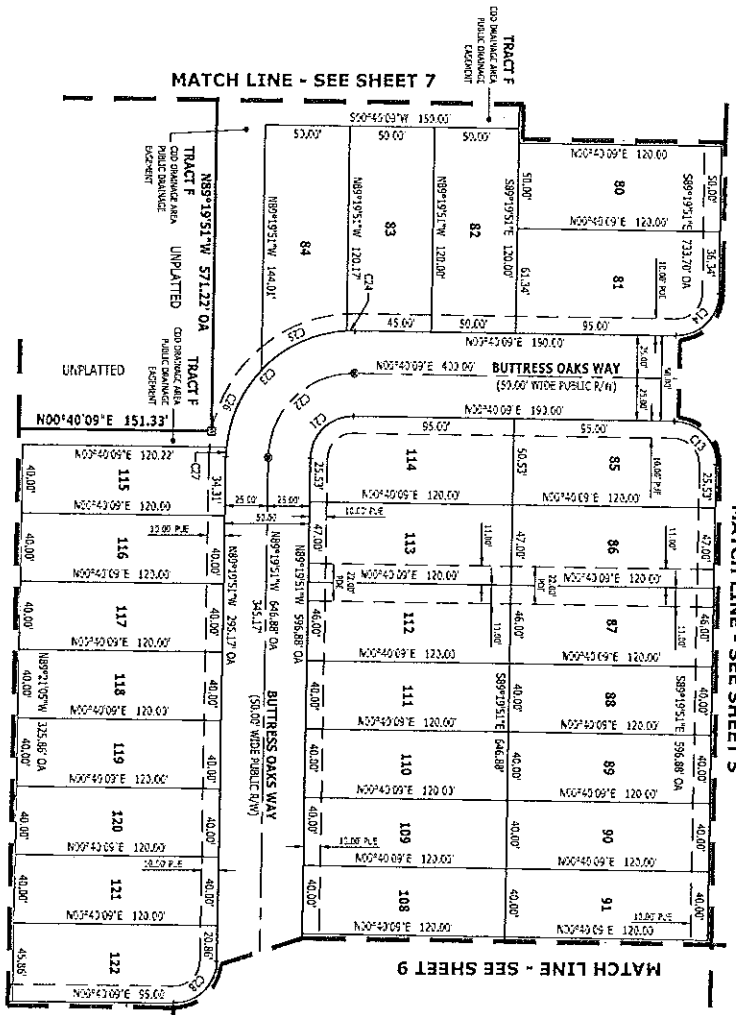
SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGEND
SHEET 7 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

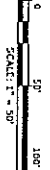
PLAT
BOOK PAGE

OWNER	LOTION	STATUS	DETA	DETAING	CHG#
C13	34.27'	24.00'	9/9/2008	5454007W	25.24'
C14	34.27'	24.00'	9/9/2008	5454007W	25.24'
C15	34.27'	24.00'	9/9/2008	5454007W	25.24'
C16	34.27'	24.00'	9/9/2008	5454007W	25.24'
C17	34.27'	24.00'	9/9/2008	5454007W	25.24'
C18	34.27'	24.00'	9/9/2008	5454007W	25.24'
C19	34.27'	24.00'	9/9/2008	5454007W	25.24'
C20	34.27'	24.00'	9/9/2008	5454007W	25.24'
C21	34.27'	24.00'	9/9/2008	5454007W	25.24'
C22	34.27'	24.00'	9/9/2008	5454007W	25.24'
C23	34.27'	24.00'	9/9/2008	5454007W	25.24'
C24	34.27'	24.00'	9/9/2008	5454007W	25.24'
C25	34.27'	24.00'	9/9/2008	5454007W	25.24'
C26	34.27'	24.00'	9/9/2008	5454007W	25.24'
C27	34.27'	24.00'	9/9/2008	5454007W	25.24'
C28	34.27'	24.00'	9/9/2008	5454007W	25.24'



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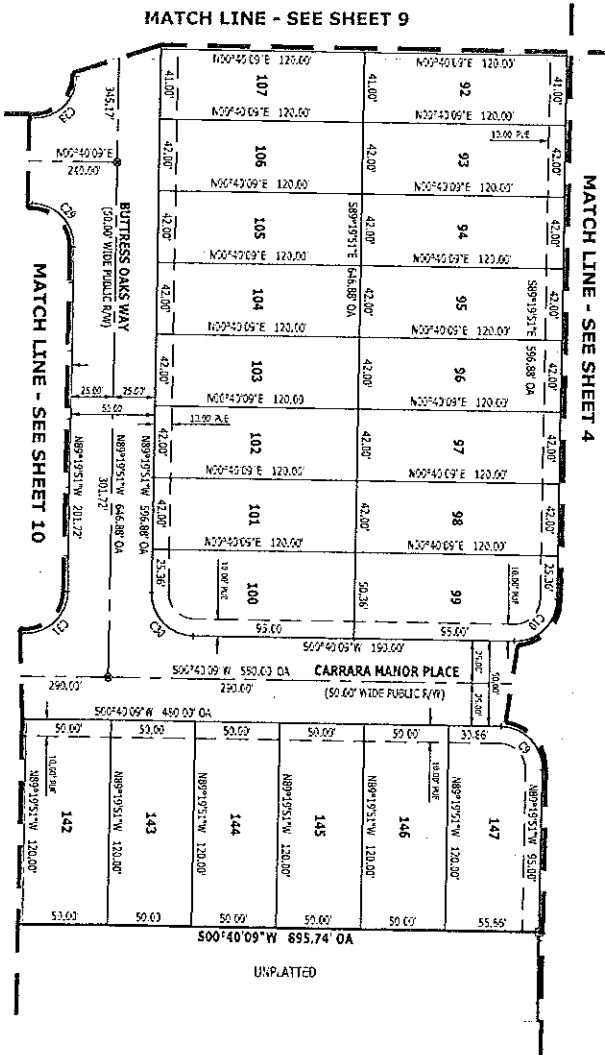
SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGEND
SHEET 8 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

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Curve	Radius	Delta	Chord	Area
100	100.00	180.00	173.64	15708.00
101	100.00	180.00	173.64	15708.00
102	100.00	180.00	173.64	15708.00
103	100.00	180.00	173.64	15708.00
104	100.00	180.00	173.64	15708.00
105	100.00	180.00	173.64	15708.00
106	100.00	180.00	173.64	15708.00
107	100.00	180.00	173.64	15708.00
108	100.00	180.00	173.64	15708.00
109	100.00	180.00	173.64	15708.00
110	100.00	180.00	173.64	15708.00



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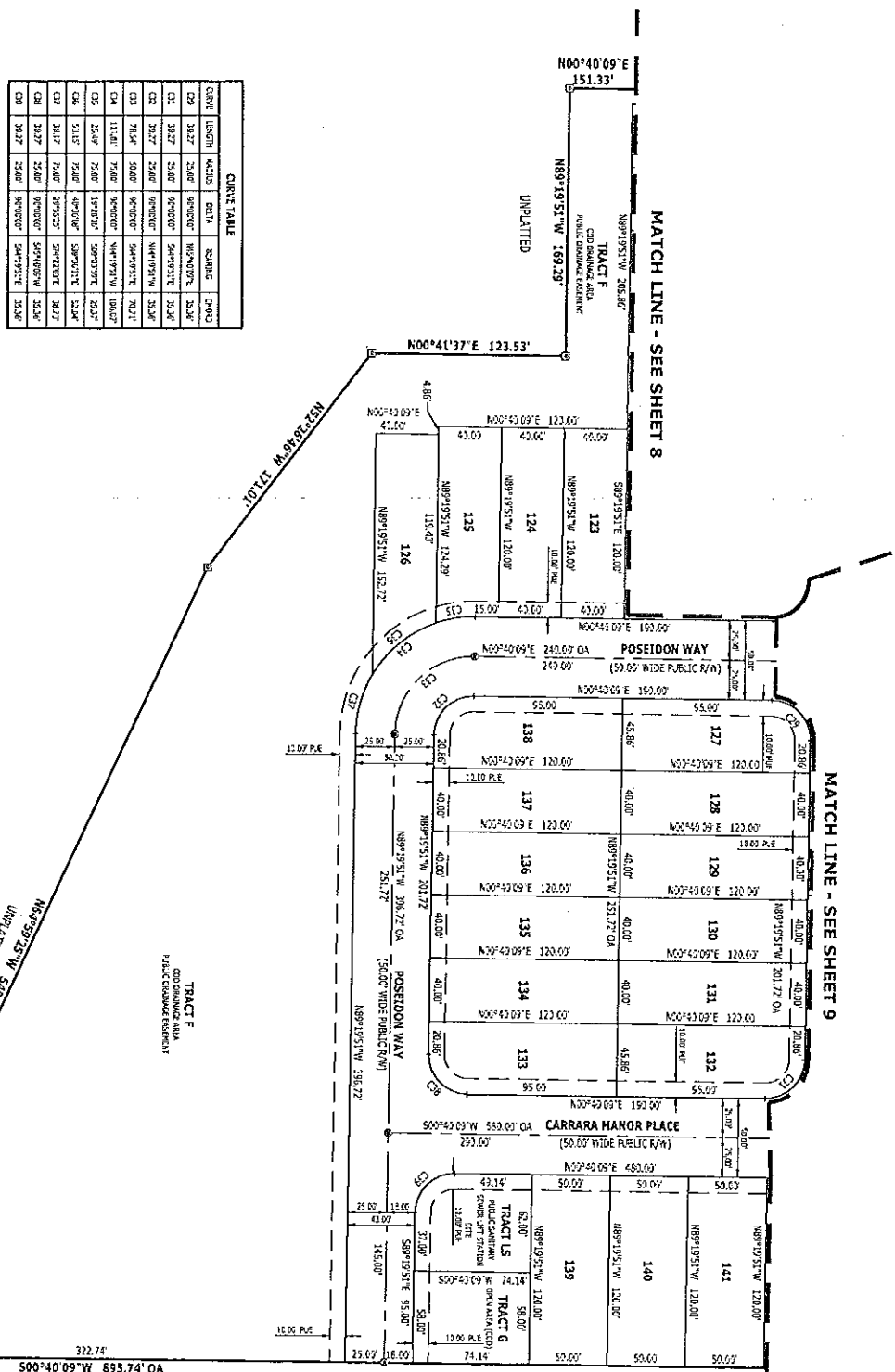
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SCALE: 1" = 50'

SEE SHEET 2 OF 10 FOR KEY MAP
SEE SHEET 2 OF 10 FOR LEGEND
SHEET 9 OF 10

SOUTH CREEK PHASES 2A, 2B, AND 2C

BEING A PORTION OF SECTION 19, TOWNSHIP 31 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

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LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
C1	N00°40'09"E	151.33'	N89°19'51"W	205.86'	N89°19'51"W	120.00'
C2	N89°19'51"W	189.23'	N00°41'37"E	123.53'	N00°43'09"E	123.60'
C3	N00°43'09"E	47.00'	N89°19'51"W	120.00'	N89°19'51"W	120.00'
C4	N89°19'51"W	124.29'	N00°43'09"E	43.00'	N89°19'51"W	120.00'
C5	N00°43'09"E	43.00'	N89°19'51"W	120.00'	N00°43'09"E	150.00'
C6	N00°43'09"E	150.00'	N89°19'51"W	120.00'	N00°43'09"E	150.00'
C7	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C8	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C9	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C10	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C11	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C12	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C13	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C14	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C15	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C16	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C17	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C18	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C19	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'
C20	N00°43'09"E	120.00'	N89°19'51"W	120.00'	N00°43'09"E	120.00'



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SEE SHEET 2 OF 10 FOR KEY MAP
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SHEET 10 OF 10



Hillsborough County
PUBLIC SCHOOLS

Preparing Students for Life

1ST CONDITIONAL - Certificate of School Concurrency

Project Name	South Creek Phase 2A, 2B & 2C
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	4707 & 5104
HCPS Project Number	SC-638 & SC-697
Parcel ID Number(s)	077755.0000, 077772.0100, 077772.7000, 077772.7100, 077777.7200, 077772.7300 & 077772.7400
Project Location	14005 South US Highway 301 et al
Dwelling Units & Type	117 Single-Family Detached & 30 Single-Family Attached
Applicant	Eisenhower Property Group, LLC
Review Date	Tuesday, March 3, 2020

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	27	16	18		61
NOTE: No preliminary plat, final plat or construction permits shall be issued or approved until such time as the <u>Proportionate Share Mitigation Developer Agreement (DA 19-0862)</u> has been approved by the Hillsborough County BOCC and a revised Certificate of School Concurrency has been issued.					

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 school and middle school Concurrency Service Areas (CSA's) serving this site and the adjacent elementary school and middle school CSA's do not have capacity to serve this project.

This Conditional Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 19-0862), the terms of which were approved by the School Board on February 18, 2020. The Agreement requires the Applicant to contribute funds to construct elementary school and middle school seats to accommodate the Proposed Development as more particularly described therein.

Charles Andrews

Charles Andrews, AICP, CNU-A
Manager, Planning & Siting
Growth Management Department
Operations Division
E: charles.andrews1@sdhc.k12.fl.us
P: 813.272.4429

March 6, 2020
Date Issued