

SUBJECT: Hawks Fern Phase 3
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: March 9, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Hawks Fern Phase 3, located in Section 36, Township 30, 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 \$626,453.40, a Warranty Bond in the amount of \$22,548.74, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$2,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

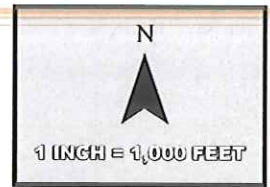
On July 16, 2018, Permission to Construct Prior to Platting was issued for Hawks Fern Phase 3. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Pulte Home Company, LLC and the engineer is LevelUp Consulting, LLC.



HAWKS FERN PHASE 3

PROJECT LOCATION MAP

CLIENT: PULTE



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

This Agreement is made and entered into this ___ day of _____ 2021, by and between Pulte Home Company, 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 Hawks Fern Phase 3; 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 known as Hawks Fern Phase 3 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 and wastewater systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and

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

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

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

WHEREAS, the County required 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 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 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 platted area known as Hawks Fern Phase 3 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 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 Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located in Hawks Fern Phase 3 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 N/A, dated _____, and number _____, dated _____, with _____ by order of _____,

 - b. A Performance Bond, dated 01/25/2021 with Pulte Home Company, LLC as Principal, and The Continental Insurance Company (Bond No. 1169846) as Surety, and

A Warranty Bond, dated 01/25/2021 with Pulte Home Company, LLC as Principal, and The Continental Insurance Company (Bond No. 1169845) as Surety, and

 - c. Cashier/Certified Checks, number N/A, 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 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 Hawks Fern Phase 3 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 improvement facilities 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 twenty four (24) 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 his 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 29 day of June, 2021.

ATTEST:

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

RAY ADOUTE
Printed Name of Witness

[Signature]
Witness' Signature

Rhonda Myers
Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
PAT FRANK, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: [Signature]
Authorized Corporate Officer or Individual

Jeff Deason
Name (typed, printed or stamped)

Vice President
Title

2662 S Falkenburg Road, Riverview, FL, 33578
Address of Signer

813-964-5116
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2021, by Jeffrey Deason and

respectively President and Vice President of Dulte Home Company LLC, 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:

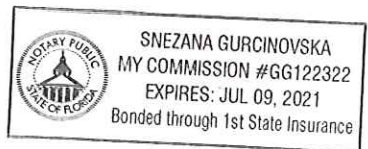
Sign: [Signature] (Seal)

Print: Snezana Gurcinovska

Title or Rank: Reserve Planning

Serial Number, if any: _____

My Commission Expires: July 09, 2021



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

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 Pulte Home Company, LLC called the Principal, and Arch Insurance Company of Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 – 1107 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Six Hundred Twenty-Six Thousand Four Hundred and Fifty-Three Dollars and 40/100 (\$626,453.40) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, said improvements are to be built and constructed in the aforementioned platted area; 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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Hawks Fern Phase 3 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 9, 2023.

SIGNED, SEALED AND DATED this 25th day of January, 2021.

ATTEST:



BY: SEE ATTACHED SIGNATURE PAGE
D Bryce Langen, VP & Treasurer
PRINCIPAL (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Arch Insurance Company
SURETY (SEAL)

ATTEST:



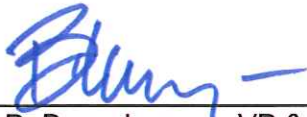

Peter S. Forker, ATTORNEY-IN-FACT (SEAL)



executed this 25th day of January, 2021.

Pulte Home Company, LLC

PRINCIPAL



BY: D. Bryce Langen, VP & Treasurer

Notary Attached

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanie C. Anderson, Rebecca Joblie and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of January, 2021

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



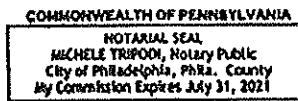
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 11, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 15th day of January 20 21.

Regan A. Shulman

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Lake } ss.

On this 25th day of January, 2021, before me personally appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of Arch Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.





Notary Public in the State of Illinois
County of Lake

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)


) ss.

COUNTY OF FULTON)

This record was acknowledged before me on January 25, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.





Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

HAWKS FERN PHASE 3

Performance Bond Calculation


Construction costs for the streets, drainage, potable water and sanitary sewer system

SUMMARY

Paving	\$192,449.00
Water	\$103,263.00
Wastewater	\$85,202.60
Drainage	\$120,248.12
Total	\$501,162.72

Performance Bond Amount (125% of total)

\$626,453.40


Brandon Wilson
Florida license # 79423



PAVING

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Subbase (LBR 40)	4600	SY	\$ 7.25	\$ 33,350.00
6" Crushed Concrete Base	3725	SY	\$ 13.95	\$ 51,963.75
8.5" Crushed Concrete Base	225	SY	\$ 20.00	\$ 4,500.00
1.5" Asphalt (SP-12.5)	3725	SY	\$ 9.95	\$ 37,063.75
3" Asphalt (SP-9.5)	225	SY	\$ 16.50	\$ 3,712.50
HC Ramps	8	EA	\$ 1,100.00	\$ 8,800.00
Miami Curb	2900	LF	\$ 11.00	\$ 31,900.00
Type A Curb	160	LF	\$ 17.65	\$ 2,824.00
Offsite Sidewalk (4")	260	SY	\$ 39.75	\$ 10,335.00
Signage and Striping	1	LS	\$ 3,000.00	\$ 3,000.00
Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
		Total	\$	192,449.00

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
4" PVC DR 25	140	LF	\$ 13.95	\$ 1,953.00
8" PVC DR 25	1180	LF	\$ 17.25	\$ 20,355.00
8" DIP CL 51	200	LF	\$ 35.65	\$ 7,130.00
8" Gate Valve & Box	8	EA	\$ 1,460.00	\$ 11,680.00
6" Gate Valve & Box	2	EA	\$ 1,050.00	\$ 2,100.00
Fire Hydrant Assembly	2	EA	\$ 4,155.00	\$ 8,310.00
8" x 6" Tee	2	EA	\$ 565.00	\$ 1,130.00
8" x 8" Tee	3	EA	\$ 1,065.00	\$ 3,195.00
4" 45 Deg. Bend	2	EA	\$ 285.00	\$ 570.00
8" 22.5 Deg. Bend	4	EA	\$ 465.00	\$ 1,860.00
8" 45 Deg. Bend	8	EA	\$ 475.00	\$ 3,800.00
8" 90 Deg. Bend	3	EA	\$ 500.00	\$ 1,500.00
8" x 4" Reducer	1	EA	\$ 415.00	\$ 415.00
4" Cap x 2" Plug	1	EA	\$ 250.00	\$ 250.00
2" Flushing Hydrant	1	EA	\$ 670.00	\$ 670.00
Permanent Blow-off Assembly	1	EA	\$ 2,140.00	\$ 2,140.00
Single Service - Short	12	EA	\$ 450.00	\$ 5,400.00
Single Service - Long	9	EA	\$ 555.00	\$ 4,995.00
Temporary Construction Meter	1	EA	\$ 15,800.00	\$ 15,800.00
Connect to Existing 8" WM	1	EA	\$ 2,110.00	\$ 2,110.00
WDSP / CIP	4	EA	\$ 265.00	\$ 1,060.00
CL2 & Pressure Testing	1520	LF	\$ 4.50	\$ 6,840.00
			Total	\$ 103,263.00

SANITARY SEWERAGE

Item	Quantity	Unit	Unit Price	Total
8" SDR 26 (6'-8')	756	LF	\$ 36.90	\$ 27,896.40
8" SDR 26 (8'-10')	252	LF	\$ 37.85	\$ 9,538.20
Std. Manhole (0'-6')	2	EA	\$ 2,625.00	\$ 5,250.00
Std. Manhole (6'-8')	2	EA	\$ 2,890.00	\$ 5,780.00
Std. Manhole (8'-10')	1	EA	\$ 3,250.00	\$ 3,250.00
Drop Manhole (6'-8')	1	EA	\$ 3,635.00	\$ 3,635.00
Drop Manhole (8'-10')	1	EA	\$ 3,950.00	\$ 3,950.00
Sanitary Service - Single	11	EA	\$ 775.00	\$ 8,525.00
Sanitary Service - Double	5	EA	\$ 1,020.00	\$ 5,100.00
Core & Connect to Existing MH	1	EA	\$ 3,500.00	\$ 3,500.00
Exfill Testing	1	LS	\$ 2,730.00	\$ 2,730.00
Sanitary Sewer & Lateral Testing	1008	LF	\$ 6.00	\$ 6,048.00
			Total	\$ 85,202.60

STORM DRAINAGE

Item	Quantity	Unit	Unit Price	Total
18" RCP (0'-6')	152	LF	\$ 35.40	\$ 5,380.80
14" x 23" ERCP	120	LF	\$ 49.85	\$ 5,982.00
19" x 30" ERCP	32	LF	\$ 56.26	\$ 1,800.32
15" HDPE (0'-6')	260	LF	\$ 22.55	\$ 5,863.00
18" HDPE (0'-6')	460	LF	\$ 24.95	\$ 11,477.00
24" HDPE (0'-6')	340	LF	\$ 34.60	\$ 11,764.00
36" HDPE (8'-10')	60	LF	\$ 62.45	\$ 3,747.00
Type 2 Curb Inlet (0'-6')	6	EA	\$ 4,955.00	\$ 29,730.00
Type 2 Curb Inlet (8'-10')	2	EA	\$ 5,665.00	\$ 11,330.00
Type C GTI	4	EA	\$ 1,930.00	\$ 7,720.00
Type D GTI (0'-4')	1	EA	\$ 2,190.00	\$ 2,190.00
Yard Drain	1	EA	\$ 1,120.00	\$ 1,120.00
Outfall Control Structure	1	EA	\$ 11,000.00	\$ 11,000.00
15" MES	1	EA	\$ 625.00	\$ 625.00
18" MES	1	EA	\$ 680.00	\$ 680.00
36" MES	1	EA	\$ 1,295.00	\$ 1,295.00
Storm Drainage Testing	1424	LF	\$ 6.00	\$ 8,544.00
			Total	\$ 120,248.12

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Pulte Home Company, LLC called the Principal and Arch Insurance Company of Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 - 1107 called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Twenty-Two Thousand, Five Hundred and Forty-Eight Dollars and Seventy-Four Cents (\$22,548.74) 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 (water and wastewater) for maintenance in the approved platted subdivision known as Hawks Fern Phase 3; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all sanitary sewers, water mains 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 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.

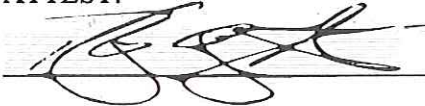
NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Hawks Fern Phase 3, against failure, deterioration, or damage resulting from defects in workmanship and/or materials, and;
- B. If the Principal shall correct within the above described warranty period any such failure, deterioration, or damage existing in the aforementioned improvements so that said improvements thereafter comply with the technical specifications contained in the Subdivision Regulations established by the Board of County Commissioners of Hillsborough County, and;
- C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 9, 2025.

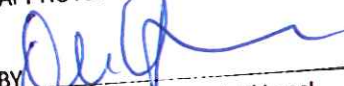
SIGNED, SEALED AND DATED this 25th day of January, 2021.

ATTEST:

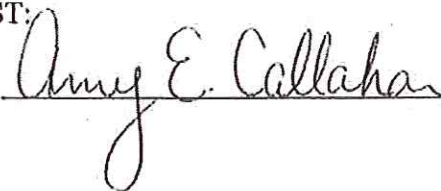


BY: SEE ATTACHED SIGNATURE PAGE
D Bryce Langen, VP & Treasurer
PRINCIPAL (SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

ATTEST:



Arch Insurance Company
SURETY (SEAL)


Peter S. Forker, ATTORNEY-IN-FACT

executed this 25th day of January, 2021.

Pulte Home Company, LLC

PRINCIPAL



BY: D. Bryce Langen, VP & Treasurer

Notary Attached

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanie C. Anderson, Rebecca Johlle and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of January, 2021

Attested and Certified

[Signature of Regan A. Shulman]

Regan A. Shulman, Secretary



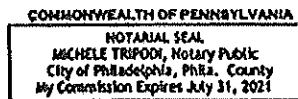
Arch Insurance Company

[Signature of Stephen C. Ruschak]

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Signature of Michele Tripodi]

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 11, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of January 20 21.

[Signature of Regan A. Shulman]

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com. Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.


ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Lake } ss.

On this 25th day of January, 2021, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Arch Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Lake

ACKNOWLEDGEMENT BY PRINCIPAL


STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on January 25, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



Signature of Notary Public



Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

Hawks Fern Phase 3

Warranty Bond Calculation

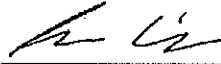
Construction costs for the paving, drainage, potable water and sanitary sewer system

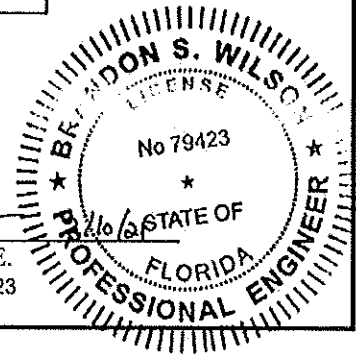
SUMMARY

Paving (Within Boyette Road R.O.W)	\$13,437.00
Water	\$103,263.00
Wastewater	\$85,202.60
Drainage (Within Boyette Road R.O.W)	\$23,584.80
Total	\$225,487.40

Warranty Bond Amount (10% of total)

\$22,548.74


Brandon Wilson, P.E.
Florida License # 79423



PAVING (Within Boyette Road R.O.W)

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
HC Ramps	2	EA	\$ 1,100.00	\$ 2,200.00
Miami Curb	82	LF	\$ 11.00	\$ 902.00
Offsite Sidewalk (4")	260	SY	\$ 39.75	\$ 10,335.00
			Total	\$ 13,437.00

WATER DISTRIBUTION SYSTEM

Item	Quantity	Unit	Unit Price	Total
4" PVC DR 25	140	LF	\$ 13.95	\$ 1,953.00
8" PVC DR 25	1180	LF	\$ 17.25	\$ 20,355.00
8" DIP CL 51	200	LF	\$ 35.65	\$ 7,130.00
8" Gate Valve & Box	8	EA	\$ 1,460.00	\$ 11,680.00
6" Gate Valve & Box	2	EA	\$ 1,050.00	\$ 2,100.00
Fire Hydrant Assembly	2	EA	\$ 4,155.00	\$ 8,310.00
8" x 6" Tee	2	EA	\$ 565.00	\$ 1,130.00
8" x 8" Tee	3	EA	\$ 1,065.00	\$ 3,195.00
4" 45 Deg. Bend	2	EA	\$ 285.00	\$ 570.00
8" 22.5 Deg. Bend	4	EA	\$ 465.00	\$ 1,860.00
8" 45 Deg. Bend	8	EA	\$ 475.00	\$ 3,800.00
8" 90 Deg. Bend	3	EA	\$ 500.00	\$ 1,500.00
8" x 4" Reducer	1	EA	\$ 415.00	\$ 415.00
4" Cap x 2" Plug	1	EA	\$ 250.00	\$ 250.00
2" Flushing Hydrant	1	EA	\$ 670.00	\$ 670.00
Permanent Blow-off Assembly	1	EA	\$ 2,140.00	\$ 2,140.00
Single Service - Short	12	EA	\$ 450.00	\$ 5,400.00
Single Service - Long	9	EA	\$ 555.00	\$ 4,995.00
Temporary Construction Meter	1	EA	\$ 15,800.00	\$ 15,800.00
Connect to Existing 8" WM	1	EA	\$ 2,110.00	\$ 2,110.00
WDSP / CIP	4	EA	\$ 265.00	\$ 1,060.00
CL2 & Pressure Testing	1520	LF	\$ 4.50	\$ 6,840.00
			Total	\$ 103,263.00

SANITARY SEWERAGE

Item	Quantity	Unit	Unit Price	Total
8" SDR 26 (6'-8')	756	LF	\$ 36.90	\$ 27,896.40
8" SDR 26 (8'-10')	252	LF	\$ 37.85	\$ 9,538.20
Std. Manhole (0'-6')	2	EA	\$ 2,625.00	\$ 5,250.00
Std. Manhole (6'-8')	2	EA	\$ 2,890.00	\$ 5,780.00
Std. Manhole (8'-10')	1	EA	\$ 3,250.00	\$ 3,250.00
Drop Manhole (6'-8')	1	EA	\$ 3,635.00	\$ 3,635.00
Drop Manhole (8'-10')	1	EA	\$ 3,950.00	\$ 3,950.00
Sanitary Service - Single	11	EA	\$ 775.00	\$ 8,525.00
Sanitary Service - Double	5	EA	\$ 1,020.00	\$ 5,100.00
Core & Connect to Existing MH	1	EA	\$ 3,500.00	\$ 3,500.00
Exfill Testing	1	LS	\$ 2,730.00	\$ 2,730.00
Sanitary Sewer & Lateral Testing	1008	LF	\$ 6.00	\$ 6,048.00
			Total	\$ 85,202.60

STORM DRAINAGE (Within Boyette Road R.O.W)

Item	Quantity	Unit	Unit Price		Total
18" RCP (0'-6')	152	LF	\$	35.40	\$ 5,380.80
14" x 23" ERCP	120	LF	\$	49.85	\$ 5,982.00
Type 2 Curb Inlet (0'-6')	2	EA	\$	4,955.00	\$ 9,910.00
18" MES	1	EA	\$	680.00	\$ 680.00
Storm Drainage Testing	272	LF	\$	6.00	\$ 1,632.00
				Total	\$ 23,584.80

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

This Agreement made and entered into this ____ day of _____, 2021 by and between Pulte Home Company, 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 Hawks Fern Phase 3; 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 Hawks Fern Phase 3 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 Hawks Fern Phase 3 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 check 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 N/A ,
dated _____,
with _____,
_____ by order of
_____, or
 - b. A Performance Bond, dated 01/25/2021, with Pulte Home Company, LLC as Principal, and The Continental Insurance Company (Bond No. 1169844) as Surety,
or
 - c. Escrow Agreement, dated N/A
_____, between
_____ and the County, or
 - d. Cashier/Certified Check, number N/A
_____, 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 Hawks Fern Phase 3 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 29
day of January, 2021

ATTEST:

[Signature]
Witness Signature

TRAY ATWATE
Printed Name of Witness

[Signature]
Witness Signature

Rhonda Myers
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST: PAT FRANK
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

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

Jeff Deason
Printed Name of Signer

Vice President
Title of Signer

2662 S Falkenburg Road, Riverview, FL, 33578
Address of Signer

813-964-5116
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

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

CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of January, 2021, by Jeffrey Deason and _____ respectively President and Vice President of Pete Home Company, Inc. Inc., a corporation under the laws of the state of _____ on behalf of the corporation. He and/or she is personally known to me or has produced _____ as identification and did take an oath.

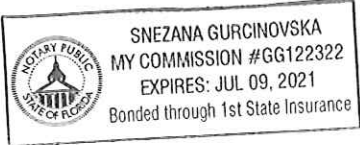
NOTARY PUBLIC:

Sign: _____ (Seal)

Print: Snezana Gucinovska

Title or Rank: Reserve Planning

Serial Number, if any: _____



My Commission Expires: July 09, 2021

INDIVIDUAL ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

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 FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Pulte Home Company, LLC called the Principal, and Arch Insurance Company of Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 – 1107 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Two Thousand and Five Hundred Dollars and 00/100 (\$2,500.00) 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 established subdivision regulations pursuant to authority in Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, 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, 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 Hawks Fern Phase 3 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require

the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Hawks Fern Phase 3 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty-four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL April 9, 2023.


SIGNED, SEALED AND DATED this 25th day of January, 2021.

ATTEST:



BY: SEE ATTACHED SIGNATURE PAGE
D Bryce Langen, VP & Treasurer
PRINCIPAL (SEAL)

APPROVED BY THE COUNTY ATTORNEY


BY _____
Approved As To Form And Legal
Sufficiency.

Arch Insurance Company
SURETY (SEAL)

ATTEST:




Peter S. Forker, ATTORNEY-IN-FACT (SEAL)



executed this 25th day of January, 2021.

Pulte Home Company, LLC

PRINCIPAL



BY: D. Bryce Langen, VP & Treasurer

Notary Attached

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Cole P. Hillestad, Peter S. Forker, Stephanie C. Anderson, Rebecca Johlle and William C. Behnke of Chicago, IL (EACH) Tammy L. Whicker, Mary E. Corley, Darla R. Ganley of Decatur, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed. Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of January, 2021

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



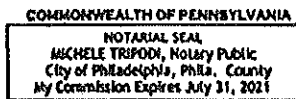
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 11, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of January 2021.

Regan A. Shulman

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ACKNOWLEDGMENT BY SURETY

STATE OF Illinois }
County of Lake } ss.

On this 25th day of January, 2021, before me personally
appeared Peter S. Forker, known to, me to be the Attorney-in-Fact of
Arch Insurance Company

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.





Notary Public in the State of Illinois
County of Lake

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF FULTON)

This record was acknowledged before me on January 25, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.



A handwritten signature in blue ink that reads "Shirley E. Hutchins".

Signature of Notary Public

Shirley E. Hutchins
Notary Public State of Georgia
My Commission Expires: March 18, 2022

HAWKS FERN PHASE 3

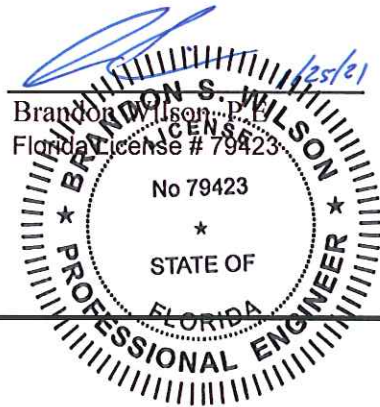
Performance Bond Calculation

Construction costs for setting Lot Corners

SUMMARY

Lot Corners	\$2,000.00
Total	\$2,000.00

Performance Bond Amount (125% of total) \$2,500.00

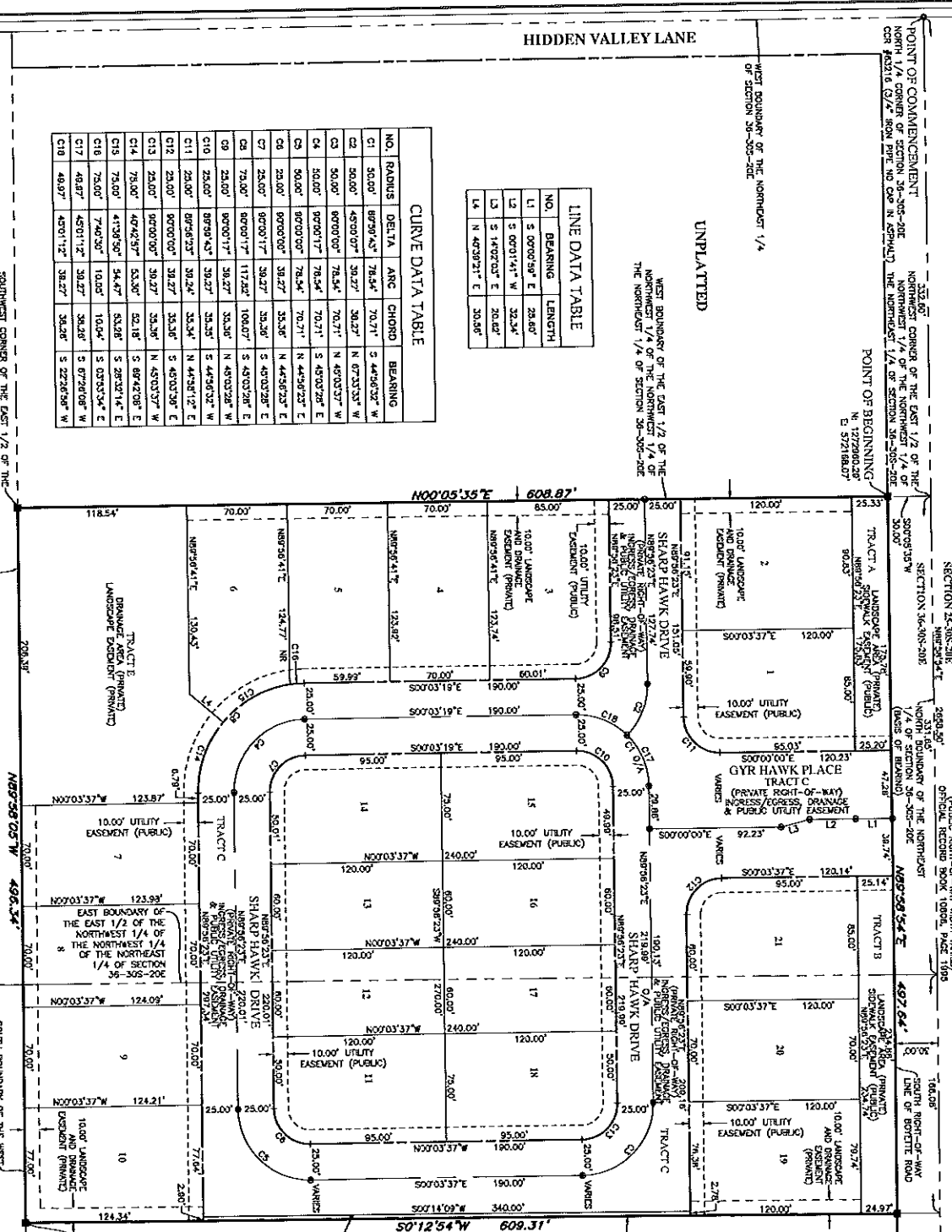


Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS	<u>\$2,000.00</u>	<u>\$2,000.00</u>
			TOTAL =	\$2,000.00

HAWKS FERN PHASE 3

LYING IN THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



LINE DATA TABLE

NO.	BEARING	LENGTH
L1	S 00°00'39" E	28.80'
L2	S 00°01'41" W	32.34'
L3	S 14°02'33" E	20.68'
L4	N 42°39'21" E	20.56'

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
C1	50.00'	89°50'43"	78.54'	70.71'	S 44°56'32" W
C2	50.00'	45°00'07"	39.27'	38.27'	N 07°23'33" W
C3	50.00'	89°00'03"	78.54'	70.71'	N 49°03'37" W
C4	50.00'	90°00'17"	78.54'	70.71'	S 45°00'28" E
C5	50.00'	90°00'00"	78.54'	70.71'	N 44°59'23" E
C6	25.00'	90°00'00"	38.27'	35.36'	N 44°59'23" E
C7	25.00'	90°00'17"	38.27'	35.36'	S 45°00'28" E
C8	75.00'	90°00'17"	117.25'	106.07'	S 43°03'28" E
C9	25.00'	90°00'17"	38.27'	35.36'	N 44°59'23" W
C10	25.00'	89°50'43"	38.27'	35.35'	S 44°59'03" W
C11	25.00'	89°56'23"	38.24'	35.34'	N 44°58'12" E
C12	25.00'	90°00'00"	38.27'	35.36'	S 45°00'37" E
C13	25.00'	90°00'00"	38.27'	35.36'	N 45°03'37" W
C14	75.00'	47°39'50"	54.47'	52.18'	S 89°42'08" E
C15	75.00'	7°40'30"	10.00'	10.00'	S 03°53'34" E
C16	48.87'	45°01'12"	38.27'	36.26'	S 07°29'08" W
C17	48.87'	45°01'12"	38.27'	36.26'	S 22°28'58" W
C18	48.87'	45°01'12"	38.27'	36.26'	S 22°28'58" W

LEGEND:

- (P.R.M.) PERMANENT REFERENCE MONUMENT - 2" DIA. CONCRETE COUNCIL NOTED ON LETTER, UNLESS OTHERWISE NOTED
- (P.C.P.) PERMANENT CONTROL POINT, MAO
- WALL & DICK LETTERS
- CERTIFIED CORNER RECORD
- NR
- OVERALL

PARALLEL OFFSET NOTE: DIMENSIONS, SURFERS AND OTHER SURF DIMENSIONS AND DIMENSIONS OF A PARALLEL VENTURE AS SHOWN HEREON AND DIMENSIONS OF A PARALLEL VENTURE AS SHOWN HEREON SHALL BE THE SAME UNLESS OTHERWISE NOTED TO BE OTHERWISE DIMENSIONED EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITH NO GREATER OR LESSER VALUE (IE: 0' = 0.001 (IE: 7.5 = 7.50))

Geopoint
Surveying, Inc.

213 Huber Street
Tampa, Florida 33619
www.geopoint.com License Business Number LB 7768

Project: 18131 248-8252
Phone: 813 248-2255
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