

SUBJECT: Touchstone Phase 6 Special Agenda item **PI#3571**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: October 11, 2022
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Authorize the Chair to execute an Amended and Restated Subdivider's Agreement for Construction and Extension of Performance and Warranty Bonds for Improvement Facilities for Touchstone Phase 6, amending and restating the Subdivider's Agreement for Construction and Warranty of Required On-Site and Off-Site Improvements between the County and Lennar Homes, LLC approved on December 14, 2021. Grant permission to the Development Services Department to release certificates of occupancy within the subdivision upon proper completion, submittal and approval of all required documentation of all Non-Bridge Related Improvement Facilities, including the Temporary Access Connection, as defined in the Amended and Restated Agreement. Further grant permission to the Development Services Department to accept the improvement facilities, including both the Bridge Related Improvements and the Non-Bridge Related Improvement Facilities, as defined in the Amended and Restated Agreement, upon proper completion, submittal, and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction of both the Non-Bridge Related and Bridge Related Improvement Facilities upon final inspection of all such improvements by the appropriate agency, and provide the administrative rights to release the warranty securities upon expiration of the warranty period, warranty inspection, and correction of any failure, deterioration or damage to the Improvement Facilities, including both the Non-Bridge Related and the Bridge Related Improvement Facilities.

The original Lot Corners Agreement and Performance Letter of Credit for Placement of Lot Corners in the amount of \$4,437.50 will remain in effect.

BACKGROUND:

On October 5, 2021, Permission to Construct Prior to Platting was issued for the Touchstone Phase 6 Subdivision. On December 14, 2021, the original plat was accepted along with bonding for construction, warranty and lot corners. The plat has been recorded in the Public Records of Hillsborough County at Plat Book 142, Page 163. The improvement facilities are substantially constructed with exception of a steel bridge ("Bridge") that will span an existing drainage ditch along the northern boundary of the Subdivision and provide permanent ingress and egress via Summer Savory Street. Due to supply chain issues, the Subdivider has been delayed in obtaining the fabricated materials necessary to install and complete the Bridge. Because the Bridge is not completed, the County has not accepted any of the improvement facilities for maintenance, and

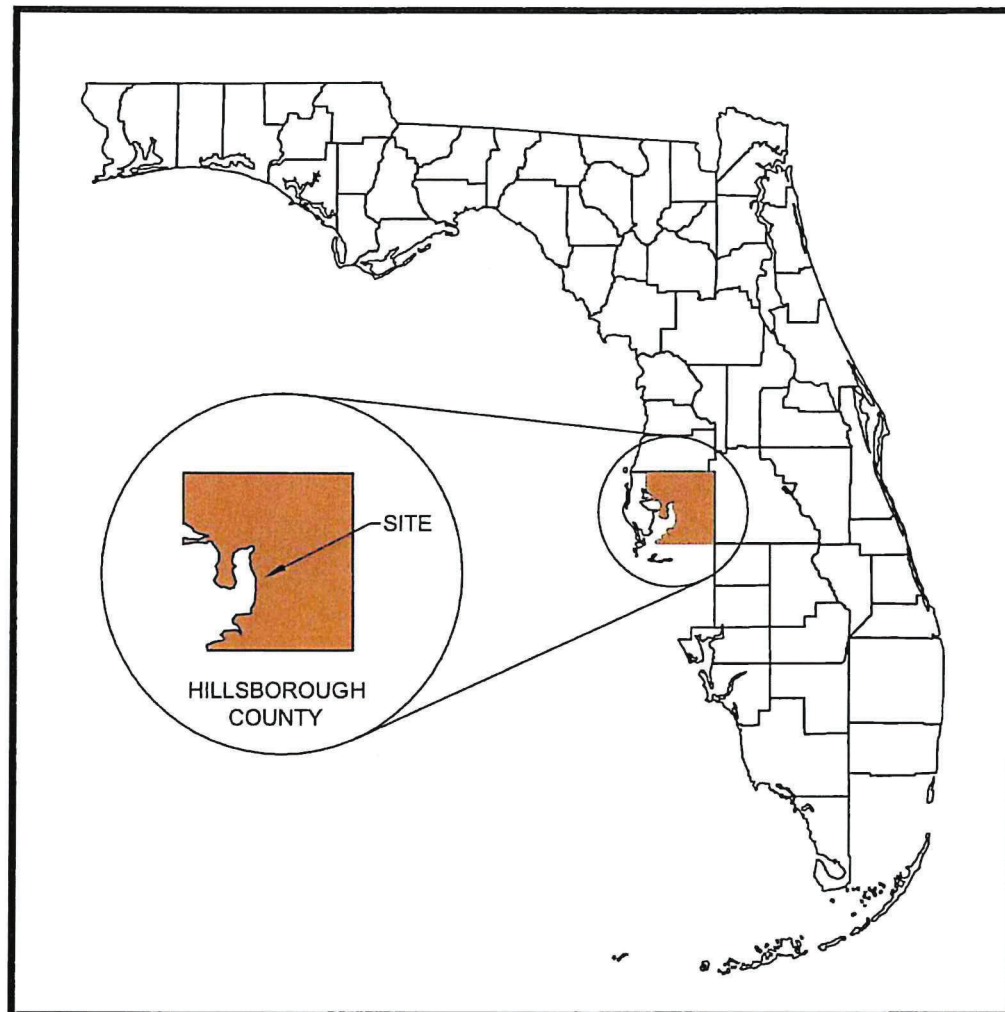
the Subdivider is currently unable to obtain certificates of occupancy for homesites ("Homesites") within the Subdivision until the delayed Bridge is completed and accepted for maintenance.

The Amended and Restated Subdivider's Agreement for Construction and Extension of Performance and Warranty Bonds for Improvement Facilities provides that in the event that the Subdivider constructs a temporary access connection between the Subdivision and 49th Avenue South, approval of which is being requested pursuant to rezoning petition PRS 22-1267, and if all improvement facilities other than the Bridge and Bridge Related Improvements are constructed in accordance with all County requirements, certificates of occupancy may be issued for the homesites. The Amended and Restated Agreement provides that no improvement facilities will be accepted for maintenance until such time as all improvement facilities, including the Bridge, are constructed in compliance with the approved plans and all applicable County regulations.

The Amended and Restated Subdivider Agreement requires the Subdivider to construct the Bridge and Bridge Related Improvements within twelve (12) months of the date of this Agreement, and to provide the County with riders to the original performance and warranty bonds extending their respective effective dates.

The bond riders have been reviewed and approved by the County Attorney's Office. The developer is Lennar Homes, LLC and the engineer is Landmark Engineering & Surveying Corporation.

Touchstone Phase 6



Vicinity Map

NOT TO SCALE



**AMENDED AND RESTATED SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION
AND EXTENSION OF PERFORMANCE AND WARRANTY BONDS FOR
IMPROVEMENT FACILITIES FOR TOUCHSTONE PHASE 6**

This Agreement is made and entered into this day _____ of October 2022, 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."

W I T N E S S E T H

WHEREAS, on December 14, 2021, the County and the Subdivider entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements ("Original Agreement"), pursuant to which the County agreed to accept the plat of a subdivision known as **TOUCHSTONE PHASE 6** ("the Subdivision"), and the Subdivider agreed that it would install the improvement facilities depicted on the approved construction plans for the Subdivision (the "Improvement Facilities") and warrant the Improvement Facilities against defects in workmanship and materials for the two years after acceptance of the completed Improvement Facilities for maintenance by the County, as required by the County's Land Development Code ("LDC"); and

WHEREAS, as required by the Original Agreement and the LDC, to guarantee the installation of the Improvement Facilities, the Subdivider provided to the County and the County accepted a **SUBDIVISION PERFORMANCE BOND** issued by:

HARTFORD FIRE INSURANCE COMPANY (Bond No. 72BSBIR9346), in the principal amount of ONE MILLION FOURTEEN THOUSAND ONE HUNDRED FIFTY-SIX and 58/100 Dollars (\$1,014,156.58), hereafter the "Original Performance Bond"; and

WHEREAS, the plat for the Subdivision has been accepted by the County and recorded at Plat Book 142, Page 163 of the Public Records of Hillsborough County; and

WHEREAS, the Improvement Facilities have not yet been accepted for maintenance by the County; and

WHEREAS, as required by the Original Agreement and the LDC, to guarantee the warranty of the Improvement Facilities and the obligation of the Subdivider to repair said Improvement Facilities within the designated warranty period, the Subdivider provided to the County and the County accepted a **Warranty Bond** issued by:

HARTFORD FIRE INSURANCE COMPANY (Bond No. 72BSBIR9348), in the principal amount of TWO HUNDRED SEVENTY-FIVE THOUSAND SIXTY-TWO and 39/100 Dollars (\$275,062.39), hereafter the "Original Warranty Bond"; and

WHEREAS, the Improvement Facilities are substantially constructed with exception of a steel bridge ("Bridge") that will span an existing drainage ditch along the northern boundary of the Subdivision and provide permanent ingress and egress via Summer Savory Street; and

WHEREAS, due to macro supply chain issues the Subdivider has been delayed in obtaining the fabricated materials necessary to install and complete the Bridge; and

WHEREAS, because the LDC places limitations on the issuance of certificates of occupancy based on the completion status of improvement facilities on the approved construction plans, the Subdivider will be unable to obtain certificates of occupancy for homesites ("Homesites") currently under construction within the Subdivision until the delayed Bridge is completed and accepted for maintenance; and

WHEREAS, to avoid undue delay in issuance of certificates of occupancy for Homesites within the Subdivision while the Bridge is being completed, Subdivider has proposed a temporary access connection between the Subdivision and 49th Avenue South; and

WHEREAS, Subdivider has requested approval of the temporary access connection pursuant to rezoning petition PRS 22-1267 (the "Temporary Access Connection"); and

WHEREAS, Subdivider has proposed that upon Bridge construction the Temporary Access Connection be converted to a gated emergency access as more particularly described in the conditions of approval for PRS 22-1267 (the "Emergency Access Improvements"); and

WHEREAS, Subdivider requests that the County issue of certificates of occupancy for Homesites in the Subdivision subsequent to determination by the County that all improvement facilities, inclusive of the Temporary Access Connection but exclusive of the Bridge and Emergency Access Improvements (the "Non-Bridge Improvements ") are constructed in compliance with the approved plans and in accordance with all applicable County regulations; and

WHEREAS, Subdivider agrees to construct the Bridge and Emergency Access Improvements (hereafter, collectively the "Bridge Related Improvements") within twelve (12) months of the date of this Agreement, and to provide the County with riders to the Original Performance Bond and the Original Warranty Bond extending their respective effective dates; and

NOW, THEREFORE, in consideration of the intent and desire of the parties as set forth herein, 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. Additionally, the foregoing "WHEREAS" clauses set forth above 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 **TOUCHSTONE PHASE 6**, within twelve (12) months from and after the date that the Board of County Commissioners approves this Agreement and accepts the bond riders rendered pursuant to paragraph 4 below, all Improvement Facilities (both Non-Bridge Improvements and the Bridge Related Improvements) 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 TOUCHSTONE PHASE 6 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, the following riders to the Original Performance Bond and the Original Warranty Bond for the time periods described in paragraphs 2 and 3 respectively above, specifically identified as:

a. SURETY RIDER issued by HARTFORD FIRE INSURANCE COMPANY, extending expiration date of the Original Performance Bond through November 11, 2023.

b. SURETY RIDER issued by HARTFORD FIRE INSURANCE COMPANY, extending expiration date of the Original Warranty Bond through November 11, 2025.

Copies of the Original Performance Bond, Original Warranty Bond, and the above referenced Riders are attached hereto and by reference made a part hereof.

5. Once construction is fully 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.

c. The foregoing process shall govern process shall govern both the Non-Bridge Improvements and the Bridge Related Improvements.

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 herein and in the LDC, to accept the Improvement Facilities for maintenance upon proper completion of all the Improvement Facilities, including both the Non-Bridge Improvements and the Bridge Related Improvements, approval by the County's Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.

10. Notwithstanding anything in this Agreement to the contrary, the County agrees, pursuant to the terms contained in the LDC and in this Agreement, to issue a letter of compliance to allow the release of certificates of occupancy for Homesites within the Subdivision upon receipt of the following:

a. Engineer-of-Record's Certification, signed and sealed, stating that the Non-Bridge Improvements have been completed in accordance with the plans, drawings and specifications submitted to and approved by the County's Development Services Department, in accordance with all applicable County regulations relating to the construction (thereafter, the "Approved Non-Bridge Improvements").

11. 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.

12. This Agreement hereby supersedes and replaces the Original Agreement in its entirety.

13. 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 October 2022

ATTEST: (Signed before Notary Public and 2 Witnesses) <u>Omlni Orellana</u> Witness' Signature <u>Caroline Orellana</u> Printed Name of Witness <u>Tiffany Cruz</u> Witness' Signature <u>Tiffany Cruz</u> Printed Name of Witness NOTARY PUBLIC	<u>SUBDIVIDER</u> By: <u>[Signature]</u> Authorized Corporate Officer or Individual Name: Steve R. Smith Title: Vice President Address: 4301 W. Boy Scout Blvd. Suite 600 Phone Number: <u>813-574-5740</u>
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CORPORATE SEAL (When Appropriate)

ATTEST: CINDY STUART, CLERK OF THE CIRCUIT COURT By: _____ Deputy Clerk	HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS By: _____ Kimberly Overman, Chair
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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 by means of [☒] physical presence or [☐] online notarization this 3rd day of October, 2022, by Steve R. Smith, Vice President of Lennar Homes, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

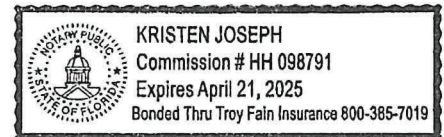
Sign: Kristen Joseph (Seal)

Print: Kristen Joseph

Title or Rank: _____

Serial Number, if any: HH098791

My Commission Expires: April 21, 2025





SURETY RIDER

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06115

To be attached to and form a part of

Bond No. 72BSBIR9346
Touchstone Phase 6

dated October 25, 2021
effective _____
(MONTH-DAY-YEAR)

executed by Lennar Homes, LLC, as Principal,
(PRINCIPAL)

and by Hartford Fire Insurance Company, as Surety,

in favor of Board of County Commissioners of Hillsborough County
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date to:

November 11, 2023

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective October 25, 2022
(MONTH-DAY-YEAR)

Signed and Sealed September 23, 2022
(MONTH-DAY-YEAR)

Lennar Homes, LLC, a Florida limited liability company

(PRINCIPAL)

By: _____
(PRINCIPAL)

Hartford Fire Insurance Company
(SURETY)

By: Sokha Evans
Sokha Evans, Attorney-in-Fact



APPROVED BY THE COUNTY ATTORNEY

BY

[Signature]
Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES

Agency Code: 72-254827

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

My Hua of Irvine CA, Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Brenda Wong of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 23, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



SURETY RIDER

Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06115

To be attached to and form a part of

Bond No. 72BSBIR9348

Touchstone Phase 6

dated October 25, 2021
effective _____

(MONTH-DAY-YEAR)

executed by Lennar Homes, LLC

, as Principal,

(PRINCIPAL)

and by Hartford Fire Insurance Company

, as Surety,

in favor of Board of County Commissioners of Hillsborough County

(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

The Expiration Date to:

November 11, 2025

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective

September 23, 2022

(MONTH-DAY-YEAR)

Signed and Sealed September 23, 2022

(MONTH-DAY-YEAR)

Lennar Homes, LLC, a Florida limited liability company

(PRINCIPAL)

By: _____

(PRINCIPAL)

Hartford Fire Insurance Company

(SURETY)

By: _____

Sokha Evans
Sokha Evans, Attorney-in-Fact

APPROVED BY THE COUNTY ATTORNEY

BY: _____

Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY

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One Hartford Plaza

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Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

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Agency Code: 72-254827

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having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

My Hua of Irvine CA, Tenzer V. Cunningham, Sokha Evans, Martha Gonzales, Joaquin Perez, Brenda Wong of LOS ANGELES, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 23, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC., 4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Million Fourteen Thousand One Hundred Fifty Six and 58/100 (\$1,014,156.58) 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, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters 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 **TOUCHSTONE PHASE 6** subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters, 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 Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) 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 JANUARY 14, 2023.

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

ATTEST:

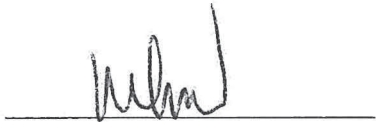


Lennar Homes, I.L.C., a Florida limited liability company

Principal



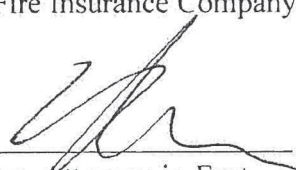
ATTEST:



Mechelle Larkin, Witness

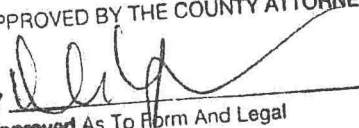
Hartford Fire Insurance Company

Surety

By: 
My Hua, Attorney-in-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES

Agency Code: 72-180287

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
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- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surely(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **OCT 25 2021**
Signed and sealed at the City of Hartford.



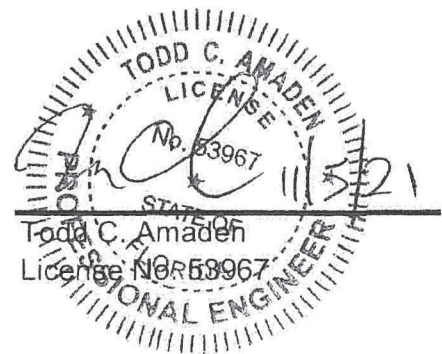
Kevin Heckman

Kevin Heckman, Assistant Vice President

**TOUCHSTONE PHASE 6
PERFORMANCE ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$811,325.26
TOTAL	\$811,325.26
125% PERFORMAMNCE BONDING	\$1,014,156.58



**TOUCHSTONE PHASE 6
PERFORMANCE ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECT TO BRIDGE ABUTMENT	\$7,089.99	\$7,089.99
2	1	LS	45' BRIDGE - ALLOWANCE ONLY	\$755,928.82	\$755,928.82
3	4,605	SY	1 3/4" ASPHALT, TYPE SP - 12.5	\$10.49	\$48,306.45

TOTAL STREET IMPROVEMENTS **\$811,325.26**

WARRANTY BOND

Bond No. 72BSBIR9348

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC., 4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155, called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Two Hundred Seventy Five Thousand Sixty Two and 39/100 (\$275,062.39) Dollars 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, 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, wastewater, off-site wastewater, reclaimed water, and off-site reclaimed water) for maintenance constructed in conjunction with the platted subdivision known as **TOUCHSTONE PHASE 6**; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads , drainage, wastewater, off-site wastewater, reclaimed water, and off-site reclaimed water) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting — all grading, paving and curbing of streets, roads and other rights of way, bridges, culverts, gutters, storm sewers, 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 Construction and Warranty of 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 roads, drainage, wastewater and reclaimed water drainage improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in conjunction with the platted subdivision known as TOUCHSTONE PHASE 6 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;

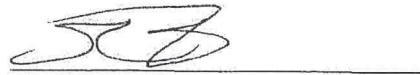
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE.
TO REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 14, 2025.

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

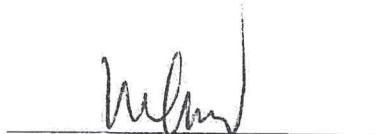
ATTEST:



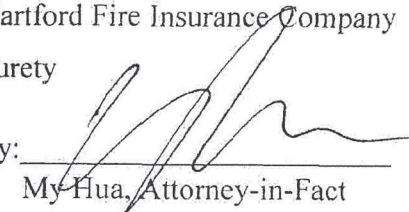
Lennar Homes, LLC, a Florida limited liability company
Principal



ATTEST:

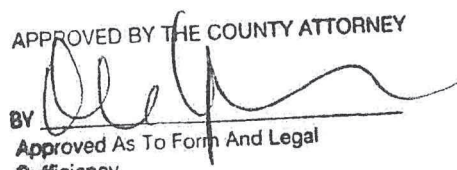

Mechelle Larkin, Witness

Hartford Fire Insurance Company
Surety

By: 
My Hua, Attorney-in-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES

Agency Code: 72-180287

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

OCT 25 2021



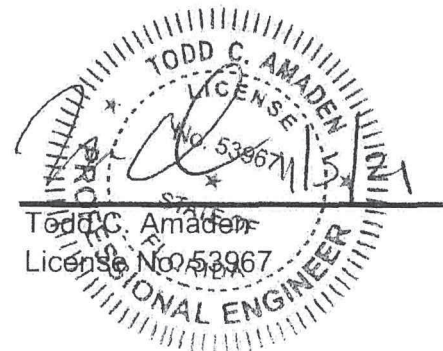
Kevin Heckman

Kevin Heckman, Assistant Vice President

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$1,040,691.76
SCHEDULE B - STORM DRAINAGE SYSTEM	\$244,400.47
SCHEDULE C - RECLAIMED WATER SYSTEM	\$52,155.35
SCHEDULE D - OFF-SITE RECLAIMED WATER SYSTEM	\$442,357.36
SCHEDULE E - SANITARY SEWER SYSTEM	\$793,771.62
SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM	\$177,247.38
 TOTAL (SCHEDULES A - F)	 \$2,750,623.94
 10% WARRANTY BONDING	 \$275,062.39



**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECT TO BRIDGE ABUTMENT	\$7,089.99	\$7,089.99
2	1	LS	45' BRIDGE - ALLOWANCE ONLY	\$755,928.82	\$755,928.82
3	4,605	SY	1 3/4" ASPHALT, TYPE SP 12.5	\$10.49	\$48,306.45
4	4,605	SY	7" SOIL CEMENT	\$17.19	\$79,159.95
5	4,605	SY	12" COMPACTED SUBGRADE (LBR 20) (98%)	\$1.00	\$4,605.00
6	3,258	LF	2' VALLEY GUTTER (MIAMI)	\$12.11	\$39,454.38
7	495	LF	TYPE F CURB AND GUTTER	\$15.88	\$7,860.60
8	33	LF	DROP CURB	\$30.16	\$995.28
9	36	LF	CURB TRANSITION	\$30.16	\$1,085.76
10	3,822	LF	6" STABILIZED SUBGRADE UNDER CURB (FBV 75)	\$1.85	\$7,070.70
11	13,885	SF	6" SIDEWALK (REINFORCED)	\$5.73	\$79,561.05
12	6	EA	ADA RAMPS	\$1,247.63	\$7,485.78
13	1	LS	SIGNAGE AND PAVEMENT MARKING	\$2,088.00	\$2,088.00

TOTAL STREET IMPROVEMENTS **\$1,040,691.76**

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	256	LF	18" CLASS III RCP	\$48.99	\$12,541.44
2	273	LF	24" CLASS III RCP	\$67.03	\$18,299.19
3	546	LF	30" CLASS III RCP	\$92.73	\$50,630.58
4	340	LF	36" CLASS III RCP	\$122.16	\$41,534.40
5	4	EA	RCP FES - 18"	\$2,455.37	\$9,821.48
6	1	EA	RCP FES - 30"	\$3,555.31	\$3,555.31
7	1	EA	RCP FES - 36"	\$4,200.65	\$4,200.65
8	44	SY	RIP-RAP	\$102.86	\$4,525.84
11	3154	LF	6" UNDERDRAIN (ROADSIDE - FDOT SAND) 18" X 21"	\$14.11	\$44,502.94
12	20	EA	6" UNDERDRAIN CLEANOUT ASSEMBLY	\$225.57	\$4,511.40
13	9	EA	TYPE 1 CURB INLET	\$4,569.68	\$41,127.12
14	2	EA	TYPC C CONTROL STRUCTURE WITH F/G SKIMMER	\$4,575.06	\$9,150.12

TOTAL STORM DRAINAGE SYSTEM **\$244,400.47**

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE C - RECLAIMED WATER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1349	LF	4" C900 DR 18 PVC	\$13.31	\$17,955.19
2	1349	LF	LOCATOR TAPE	\$0.15	\$202.35
3	2698	LF	LOCATOR WIRE	\$0.45	\$1,214.10
4	1	LS	JOINT RESTRAINTS	\$704.46	\$704.46
5	1	EA	4" GATE VALVE AND BOX	\$984.91	\$984.91
6	1	EA	4" 90 DEGREE MJ BEND	\$260.77	\$260.77
7	2	EA	4" 45 DEGREE MJ BEND	\$246.48	\$492.96
8	14	EA	SINGLE SERVICE - SHORT	\$366.31	\$5,128.34
9	39	EA	SINGLE SERVICE - LONG	\$500.68	\$19,526.52
10	9	EA	DOUBLE SERVICE - SHORT	\$631.75	\$5,685.75

TOTAL RECLAIM WATER DISTRIBUTION SYSTEM **\$52,155.35**

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE D - RECLAIMED WATER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	24" X 4" TAPPING SLEEVE AND VALVE	\$5,794.35	\$5,794.35
2	1	EA	4" WET TAP	\$1,377.18	\$1,377.18
3	536	LF	14" STEEL CASING (20 EA)	\$125.17	\$67,091.12
4	82	EA	14" X 4" CASING SPACERS	\$122.16	\$10,017.12
5	40	EA	14" X 4" END SEALS	\$113.27	\$4,530.80
6	117	LF	14" JACK AND BORE (3 EA)	\$1,126.42	\$131,791.14
7	2388	LF	4" CL51 DIP	\$55.61	\$132,796.68
8	2388	LF	3" - 8" POLYWRAP - BLUE	\$1.30	\$3,104.40
9	2388	LF	LOCATOR TAPE	\$0.15	\$358.20
10	4776	LF	LOCATOR WIRE	\$0.45	\$2,149.20
11	1	LF	JOINT RESTRAINTS	\$4,931.22	\$4,931.22
12	8	LS	4" GATE VALVE AND BOX	\$971.91	\$7,775.28
13	2	EA	4" MJ TEE	\$330.13	\$660.26
14	2	EA	4" 90 DEGREE MJ BEND	\$247.09	\$494.18
15	14	EA	4" 45 DEGREE MJ BEND	\$233.49	\$3,268.86
16	2	EA	4" 22 1/2 DEGREE MJ BEND	\$232.27	\$464.54
17	71	EA	DRIVEWAYS: REMOVE ASPHALT AND BASE AND DISPOSE OFFSITE	\$47.95	\$3,404.45
18	71	SY	DRIVEWAYS: 1" ASPHALT, TYPE SP 9.5	\$53.64	\$3,808.44
19	71	SY	DRIVEWAYS: 2" ASPHALT, TYPE SP 9.5	\$89.40	\$6,347.40
20	71	SY	DRIVEWAYS: 8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$8,382.26
21	71	SY	DRIVEWAYS: 12" STABILIZED SUBRADE (LBR 40)	\$58.63	\$4,162.73
22	33	SY	78TH ST: REMOVE ASPHALT AND BASE AND DISPOSE OFFSITE	\$27.45	\$905.85
23	33	SY	78TH ST: 1" ASPHALT, TYPE SP 9.5	\$41.72	\$1,376.76
24	33	SY	78TH ST: 2" ASPHALT, TYPE SP 9.5	\$77.48	\$2,556.84
25	33	SY	78TH ST: 8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$3,895.98
26	33	SY	78TH ST: 12" STABILIZED SUBGRADE (LBR 40)	\$46.50	\$1,534.50
27	67	SY	78TH ST: 1" ASPHALT MILLING	\$74.50	\$4,991.50
28	67	SY	78TH ST: 1" ASPHALT, TYPE SP 9.5 OVERLAY	\$49.69	\$3,329.23
29	815	SF	REMOVE CONCRETE DRIVEWAYS AND DISPOSE OFFSITE	\$11.73	\$9,559.95
30	815	SF	6" CONCRETE DRIVES	\$10.02	\$8,166.30
31	62	SY	REMOVE GRAVEL DRIVEWAYS AND DISPOSE OFFSITE	\$33.11	\$2,052.82
32	62	SY	6" GRAVEL DRIVES	\$20.61	\$1,277.82

TOTAL RECLAIM WATER DISTRIBUTION SYSTEM **\$442,357.36**

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE E - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	240	LF	8" SDR 26 PVC (0-6 FT)	\$27.25	\$6,540.00
2	446	LF	8" SDR 26 PVC (6-8 FT)	\$28.86	\$12,871.56
3	367	LF	8" SDR 26 PVC (8-10 FT)	\$30.98	\$11,369.66
4	429	LF	8" SDR 26 PVC (10-12 FT)	\$32.35	\$13,878.15
5	73	LF	8" SDR 26 PVC (12-14 FT)	\$35.97	\$2,625.81
6	1555	LF	LOCATOR TAPE	\$0.29	\$450.95
7	1555	LF	SANITARY SEWER INSPECTION	\$2.73	\$4,245.15
8	1	EA	4' SANITARY MANHOLE (0-6 FT)	\$3,009.07	\$3,009.07
9	2	EA	4' SANITARY MANHOLE (6-8 FT)	\$3,384.00	\$6,768.00
10	1	EA	4' SANITARY MANHOLE (8-10 FT)	\$3,804.77	\$3,804.77
11	2	EA	4' SANITARY MANHOLE (10-12 FT)	\$4,275.03	\$8,550.06
12	1	EA	4' SANITARY MANHOLE (12-14 FT)	\$4,634.67	\$4,634.67
13	27	EA	SINGLE SERVICE	\$1,017.42	\$27,470.34
14	22	EA	DOUBLE SERVICE	\$1,349.11	\$29,680.42
15	71	EA	PLUG AND SERVICE MARKER	\$24.25	\$1,721.75
16	1	LS	LIFT STATION (19.95 FT)	\$652,765.08	\$652,765.08
17	80	LF	4" C900 DR 18 PVC	\$13.31	\$1,064.80
18	80	LF	LOCATOR TAPE	\$0.15	\$12.00
19	160	LF	LOCATOR WIRE	\$0.45	\$72.00
20	1	LS	JOINT RESTRAINTS	\$334.28	\$334.28
21	1	EA	4" PLUG VALVE AND BOX	\$929.74	\$929.74
22	2	EA	4" 90 DEGREE MJ BEND	\$486.68	\$973.36

TOTAL SANITARY SEWER SYSTEM \$793,771.62

**TOUCHSTONE PHASE 6
WARRANTY ESTIMATE**

SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	150	LF	12" STEEL CASING (6 EA)	\$56.76	\$8,514.00
2	22	EA	12" X 4" CASING SPACERS	\$115.05	\$2,531.10
3	12	EA	12" X 4" END SEALS	\$107.12	\$1,285.44
4	53	LF	12" JACK AND BORE (2 EA)	\$1,945.25	\$103,098.25
5	2581	LF	4" C900 DR 18 PVC	\$13.31	\$34,353.11
6	2581	LF	LOCATOR TAPE	\$0.15	\$387.15
7	5162	LF	LOCATOR WIRE	\$0.45	\$2,322.90
8	1	LS	JOINT RESTRAINTS	\$1,504.26	\$1,504.26
9	5	EA	4" PLUG VALVE AND BOX	\$929.74	\$4,648.70
10	1	EA	4" MJ TEE	\$590.49	\$590.49
11	4	EA	4" 90 DEGREE MJ BEND	\$486.68	\$1,946.72
12	2	EA	4" 45 DEGREE MJ BEND	\$463.21	\$926.42
13	30	SY	REMOVE ASPHALT AND BASE AND DISPOSE OFF-SITE	\$109.69	\$3,290.70
14	30	SY	1" ASPHALT, TYPE SP 9.5	\$53.64	\$1,609.20
15	30	SY	2" ASPHALT, TYPE SP 9.5	\$89.40	\$2,682.00
16	30	SY	8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$3,541.80
17	30	SY	12" STABILIZED SUBGRADE (LBR 40)	\$58.63	\$1,758.90
18	42	SY	REMOVE GRAVEL DRIVEWAYS AND DISPOST OFF-SITE	\$33.11	\$1,390.62
19	42	SY	6" GRAVEL DRIVES	\$20.61	\$865.62

TOTAL SANITARY SEWER SYSTEM **\$177,247.38**

RECORD

SUBJECT: Touchstone Phase 6
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 14, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Touchstone Phase 6, located in Section 35, Township 29, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, wastewater, off-site wastewater, reclaimed water and off-site reclaimed water) 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 \$1,014,156.58, a Warranty Bond in the amount of \$275,062.39, 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 \$4,437.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On October 5, 2021, Permission to Construct Prior to Platting was issued for Touchstone Phase 6. 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 Landmark Engineering & Surveying Corporation.