

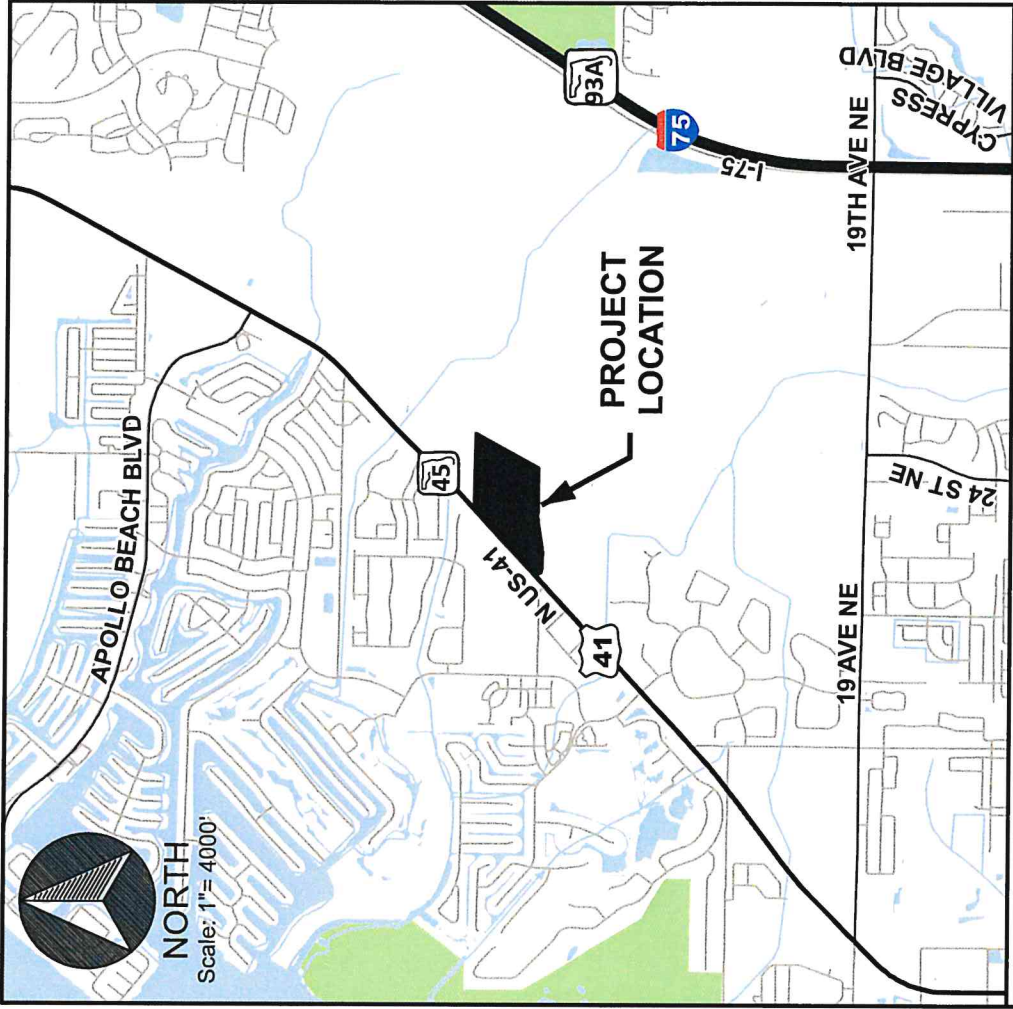
SUBJECT: Mangrove Point Phase 2 & 3
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: December 14, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Mangrove Point Phase 2 & 3, located in Section 27, Township 31, and Range 19. Accept a Performance Bond in the amount of \$99,566.00 and authorize the Chairman to execute the Subdivider's Agreement for Construction of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$20,980.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance – Placement of Lot Corners. Also provide the administrative rights to release the performance securities placed upon final inspection by the Development Review Division of Development Services Department.

BACKGROUND:

On September 10, 2020, Permission to Construct Prior to Platting was issued for Mangrove Point Phase 2 & 3. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Forestar (USA) Real Estate Group, Inc. and the engineer is Halff.



SECTION 27/28 TOWNSHIP 31S RANGE 19E

LOCATION MAP

**SUBDIVIDER’S AGREEMENT FOR CONSTRUCTION
OF REQUIRED IMPROVEMENTS - ON SITE**

This Agreement made and entered into this ____ day of _____, 20____, by and between Forestar (USA) Real Estate Group Inc., hereinafter referred to as the “Subdivider” and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the “County.”

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **MANGROVE POINT PHASE 2&3**, hereafter referred to as the “Subdivision” ; and

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

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

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

WHEREAS, the Subdivider agrees to build and construct the improvements as listed below and identified as applicable to this project:

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

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 Subdivision, within **FOUR** (**4**) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3 below, any roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of the Development Services Department by the Subdivider.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____,
 - b. A Performance Bond, number SU1178540 dated, October 22nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and Arch Insurance Company as Surety, or
 - c. Escrow ageement, dated _____, between, _____ and the County, or
 - d. Cashier/Certified Check, number _____, dated _____ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.
4. Copies of said letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.
5. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of the 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.
6. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as 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.
7. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
8. 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.
9. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

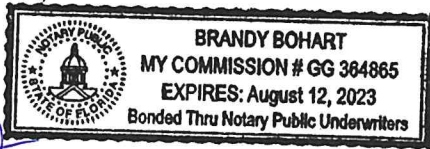
Mary Moulton
Witness Signature

MARY MOULTON
Printed Name of Witness

[Signature]
Witness Signature

John M. Gandy
Printed Name of Witness

Brandy Bohart
NOTARY PUBLIC



Subdivider:

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

Anthony Squitieri
Name (typed, printed or stamped)

Vice President
Title

4042 Park Oaks Blvd., Suite 200
Address of Signer

813-392-3376
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

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

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
27th day of October, 2021, by Anthony Squitieri as
(day) (month) (year) (name of person acknowledging)
Vice President for Forestar (USA) Real Estate Group Inc.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Brandy Bohart

(Signature of Notary Public - State of Florida)

Type of Identification Produced

Brandy Bohart

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

(Notary Seal)		GG 364865	8/12/2023
		_____ (Commission Number)	_____ (Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal) _____ (Commission Number) _____ (Expiration Date)

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as MANGROVE POINT PHASE 2&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 FOUR (4) 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 MAY 14, 2022.

SIGNED, SEALED AND DATED this 22nd day of October, 2021.

ATTEST:



Forestar (USA) Real Estate Group, Inc.

By 

Principal Seal

Arch Insurance Company

Surety Seal


ATTEST:



Aimee Perondine, Witness

By 

Attorney-In-Fact Seal
Noah William Pierce

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

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

Amy R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett, Jynell Whitehead and Noah William Pierce of Charlotte, NC (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.

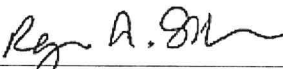
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"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 10, 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 10, 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 13th day of August, 2021.

Attested and Certified



Regan A. Shulman, Secretary

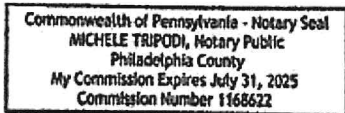


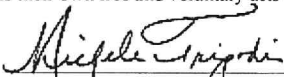
Arch Insurance Company


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, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 13, 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 21st day of October, 2021.



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**



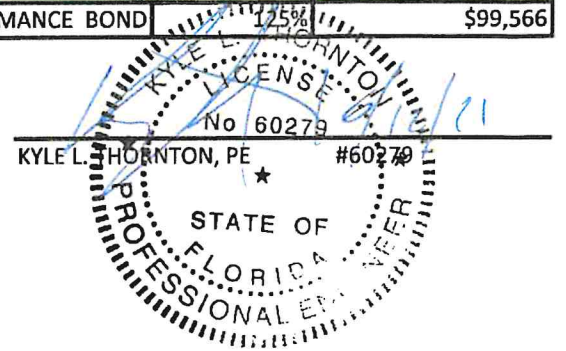
**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

MANGROVE POINT PHASE 2&3 PERFORMANCE
Hillsborough County, FL
Engineer's Opinion of Probable Construction Cost - Public Improvements
ONSITE ONLY (NO OFF-SITES)
OCTOBER 12 , 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	POINT ROADWAY IMPROVEMENTS				
1.01	1-3/4" TYPE SP 12.5 ASPHALT (ONE LIFT)	6025	SY	\$12.50	\$75,312.50
1.02	SIGNAGE & STRIPING	1	LS	\$4,340.00	\$4,340.00
	POINT ROADWAY IMPROVEMENTS TOTAL				\$79,653

Grand Total					\$79,653
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PERFORMANCE BOND	125%	\$99,566
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**SUBDIVIDER'S AGREEMENT FOR PERFORMANCE
- PLACEMENT OF LOT CORNERS**

This Agreement made and entered into this 27th day of October, 202021, by and between Forestar (USA) Real Estate Group Inc., hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **MANGROVE POINT PHASE 2&3** (hereafter referred to as the "Subdivision"); and

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within **FOUR** (4) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
 - a. Letter of Credit, number _____, dated _____, with _____ by order of _____
 - b. A Performance Bond, number SU1178539 dated, October 22nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and Arch Insurance Company as Surety, or
 - c. Escrow agreement, dated _____, between, _____ and the County, or
 - c. Cashier/Certified Check, number _____, dated _____, which shall be deposited by the County into a non-interest bearing

escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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

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

ATTEST:

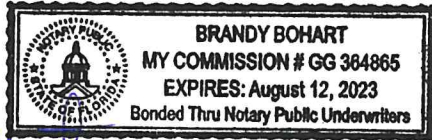
Mary Moulton
Witness Signature

MARY MOULTON
Printed Name of Witness

[Signature]
Witness Signature

JOHN M. GANNON
Printed Name of Witness

Brandy Bohart
NOTARY PUBLIC



CORPORATE SEAL
(When Appropriate)

ATTEST:

CINDY STUART
Clerk of the Circuit Court

By: _____
Deputy Clerk

Subdivider:

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

Anthony Squitieri
Name (typed, printed or stamped)

Vice President
Title

4042 Park Oaks Blvd., Suite 200
Address of Signer

813-392-3376
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chair

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

Representative Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
27th day of October, 2021, by Anthony Squitieri as
(day) (month) (year) (name of person acknowledging)
Vice President for Forestar (USA) Real Estate Group Inc.
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

Personally Known OR Produced Identification

Brandy Bohart
(Signature of Notary Public - State of Florida)

Type of Identification Produced

Brandy Bohart
(Print, Type, or Stamp Commissioned Name of Notary Public)



GG 364865
(Commission Number)

8/12/2023
(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

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

Personally Known OR Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Forestar (USA) Real Estate Group, Inc.

_____ called the Principal, and _____
Arch Insurance Company _____ called the Surety, are held and firmly bound unto the

BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of _____

Twenty Thousand Nine Hundred and Eighty Dollars and 00/100 (\$ 20,980.00) Dollars for the payment of which sum,

well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as MANGROVE POINT PHASE 2&3 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider’s Agreement for Performance – Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of installation of the required lot corners; and

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

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

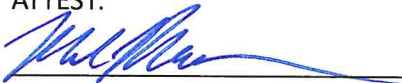
- A. If the Principal shall well and truly build, construct, and install in the platted area known as MANGROVE POINT PHASE 2&3 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with 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 FOUR (4) 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 MAY 14, 2022.

SIGNED, SEALED AND DATED this 22nd day of October, 2021.

Forestar (USA) Real Estate Group, Inc.

ATTEST:





BY: 
PRINCIPAL (SEAL)


Arch Insurance Company

SURETY (SEAL)

ATTEST:


Aimee Perondine, Witness


ATTORNEY-IN-FACT (SEAL)
Noah William Pierce

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal Sufficiency.

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

Amey R. Waugh, Carol S. Card, Catherine Thompson, Jennifer B. Gullett, Jynell Whitehead and Noah William Pierce of Charlotte, NC (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 10, 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 10, 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 10, 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 13th day of August, 2021.

Attested and Certified

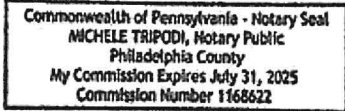
Regan A. Shulman, Secretary



Arch Insurance Company
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, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 13, 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 22nd day of October, 2021.

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



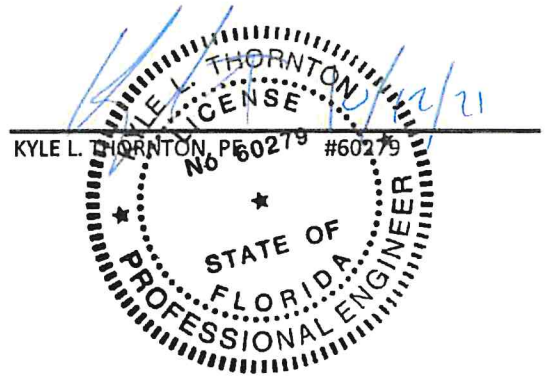
To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

MANGROVE POINT PHASE 2&3

Hillsborough County, FL
LOT CORNERS

OCTOBER 12, 2021

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	192	Per Lot	\$82.00	\$15,744.00
1.02	Monuments - Misc Tracts	0	Per Tract	\$70.00	\$0.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	TOTAL				\$16,784.00
Grand Total					\$16,784.00
PERFORMANCE BOND				125%	\$20,980



MANGROVE POINT PHASES 2 & 3

A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

DESCRIPTION:

A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA, THE ABOVE PARCEL CONTAINING 14.64 ACRES, MORE OR LESS.

PLAT NOTES:

- 1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2007 ADJUSTMENT). BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH-EASTERLY RIGHT-OF-WAY LINE OF NORTH U.S. HIGHWAY 41, HAVING A BEARING OF S 89° 58' 00" W AND A DISTANCE OF 100.00 FEET.
- 2) SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 3) NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN RECORDS OF THIS COUNTY.
- 4) THE BEARINGS SHOWN ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM ON THE BASIS OF USE OF THE NATIONAL SPATIAL REFERENCE SYSTEM 2007 ADJUSTMENT AND VERIFIED THROUGH NATIONAL GEODETIC SURVEY HORIZONTAL CONTROL NETWORK NORTH-AMERICAN DATUM OF 1983 (NATIONAL SPATIAL REFERENCE SYSTEM 2007 ADJUSTMENT).
- 5) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE MAINTAINED AND OPERATED FOR THE BENEFIT OF THE PUBLIC.
- 6) DRAINAGE EASEMENTS SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, DRAINAGE CANALS, DRAINAGE STRUCTURES, SPRINKLER SYSTEMS, TREE AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, POLES, FENCES, SPRINKLER SYSTEMS, TREE AIR SHEDS, HEDGES, AND LANDSCAPING PLANTS OTHER THAN GRASS, EXCEPT FOR LANDSCAPING OF FOREWATER DETENTION AND RETENTION PONDS AS REQUIRED BY THE LAND DEVELOPMENT CODE OF HILLSBOROUGH COUNTY, FLORIDA.
- 7) THIS PRIVATE SUBDIVISION CONTAINS RIGHTS-OF-WAY, DRAINAGE AREAS, OPEN SPACE AREAS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY, FLORIDA.
- 8) THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS AND/OR ENCUMBRANCES:
 - A) DEVELOPMENT AND EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 202146818 OF HILLSBOROUGH COUNTY, FLORIDA.
 - B) DECLARATION OF RESTRICTIVE COVENANT RECORDED IN OFFICIAL RECORDS BOOK 22913, PAGE 1654, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
 - C) RESTRICTIONS ON DEVELOPMENT RECORDED IN OFFICIAL RECORDS BOOK 22913, PAGE 1654, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.
 - D) NOTICE OF ESTABLISHMENT, MANGROVE POINT AND MANGROVE MANOR COMMUNITY DEVELOPMENT INSTRUMENT NUMBER 202146818 OF HILLSBOROUGH COUNTY, FLORIDA.

DEDICATION:

- THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE THIS PLAT OF MANGROVE POINT PHASES 2 & 3 FOR RECORD. FURTHER, THE OWNER DOES HEREBY DEDICATE TO PUBLIC USE ALL EASEMENTS DESIGNATED ON THE PLAT AS PUBLIC. THE UNDERSIGNED FURTHER MAKES THE FOLLOWING DEDICATIONS AND RESERVATIONS:
- 1) FEE INTEREST IN TRACTS A, B, AND K ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS ARE NOT TO BE USED FOR ANY OTHER PURPOSES.
 - 2) THE PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY SHOWN HEREON AS TRACT K ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PRIVATE, AND ARE HEREBY RESERVED BY OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS WILL EXTEND TO LOT OWNERS AND THEIR GUESTS AND INVITES, SAID RIGHT OF ACCESS FOR INGRESS AND EGRESS WILL EXTEND TO LOT OWNERS WITHIN ALL PHASES AND UNITS, BOTH EXISTING AND FUTURE, OF THIS DEVELOPMENT.
 - 3) THE UNDERSIGNED HEREBY RESERVES ALL RIGHTS AND INTERESTS IN THE UNDERGROUND WATER, WATER, FIRE, EMERGENCY, EMERGENCY MEDICAL, MAIL, PACKAGE DELIVERY, SOLID WASTE/SEWAGE TREATMENT, AND OTHER SIMILAR GOVERNMENTAL AND QUASI-GOVERNMENTAL SERVICES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS THE TRACTS SHOWN HEREON AS TRACTS A, B, AND K, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, AND THE PERFORMANCE OF THEIR OFFICIAL DUTY.
 - 4) THE OWNER HEREBY GRANTS TO PROVIDERS OF TELEPHONE, ELECTRIC, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND OTHER PUBLIC AND QUASI-PUBLIC UTILITIES, A NON-EXCLUSIVE ACCESS EASEMENT OVER AND ACROSS AND UNDER THE TRACTS SHOWN HEREON AS TRACTS A, B, AND K, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, AND THE INSTALLATION, AND MAINTENANCE OF PUBLIC UTILITY EASEMENTS, FOR INGRESS AND EGRESS FOR CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF UTILITIES AND RELATED PURPOSES, FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION.
 - 5) PRIVATE DRAINAGE AREAS AND PRIVATE UTILITY EASEMENTS ARE HEREBY RESERVED BY THE OWNER FOR CONVEYANCE TO A HOMEOWNERS ASSOCIATION, COMMUNITY DEVELOPMENT DISTRICT, OR OTHER CUSTOMAL AND MAINTENANCE ENTITY SUBSEQUENT TO THE RECORDING OF THIS PLAT. FOR THE BENEFIT OF THE LOT OWNERS WITHIN THE SUBDIVISION, SAID TRACTS A, B, AND K ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.
 - 6) TRACTS A, B, AND K ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.
 - 7) THE MAINTENANCE OF OWNER-RESERVED TRACTS AND PRIVATE AREAS RESERVED BY THE OWNER WILL BE THE RESPONSIBILITY OF THE LOT OWNERS WITHIN THE SUBDIVISION.
 - 8) TRACTS A, B, AND K ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND TRACTS DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.
 - 9) THIS PRIVATE SUBDIVISION CONTAINS RIGHTS-OF-WAYS, EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION

BY: ANTHONY J. SOUTHER, DIVISION VICE PRESIDENT

WITNESS _____ WITNESS _____

PRINT NAME _____ PRINT NAME _____

**ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2021, AT _____, _____, FLORIDA, BY _____ OF _____ (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE COMPANY. HIS/HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE _____ TITLE _____

PRINTED NAME _____ SERIAL NUMBER, IF APPLICABLE _____

SURVEYOR'S CERTIFICATE

I, AARON J. MURPHY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THIS PLATTED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED. THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, MONUMENTS (PRIMA) WERE SET ON THE BOUNDARIES OF THE SUBDIVISION AND DEVELOPMENT. THAT THE SURVEY CONTROL POINTS (POPs) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

DATE _____

Aaron J. Murphy, P.S.M.
COUNTY OF HILLSBOROUGH SURVEYOR & MAPPER #6758
HAMILTON ENGINEERING AND SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION LB #7013
3409 W. LEMON STREET
TAMPA, FLORIDA 33609 TEL. (813) 250-3535
FAX: (813) 250-3536

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

CHAIRMAN _____ DATE _____

**CLERK OF CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA**

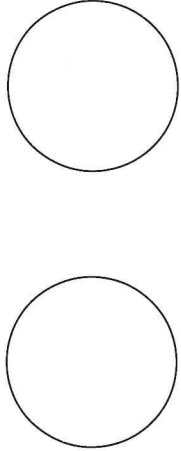
I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS, IN FORM OF CHAPTER 177, PART I OF FLORIDA STATUTES, AND HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

BY: _____ CLERK OF CIRCUIT COURT

BY: _____ DEPUTY CLERK

THIS _____ DAY OF _____, 2021, TIME _____

CLERK FILE NUMBER _____



PLAT APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

REVIEWED BY: _____ PROFESSIONAL SURVEYOR AND MAPPER, LICENSE # _____ SURVEY SECTION, GEOSPATIAL AND LAND ACQUISITION SERVICES DEPARTMENT, HILLSBOROUGH COUNTY



**HAMILTON
ENGINEERING & SURVEYING, LLC**

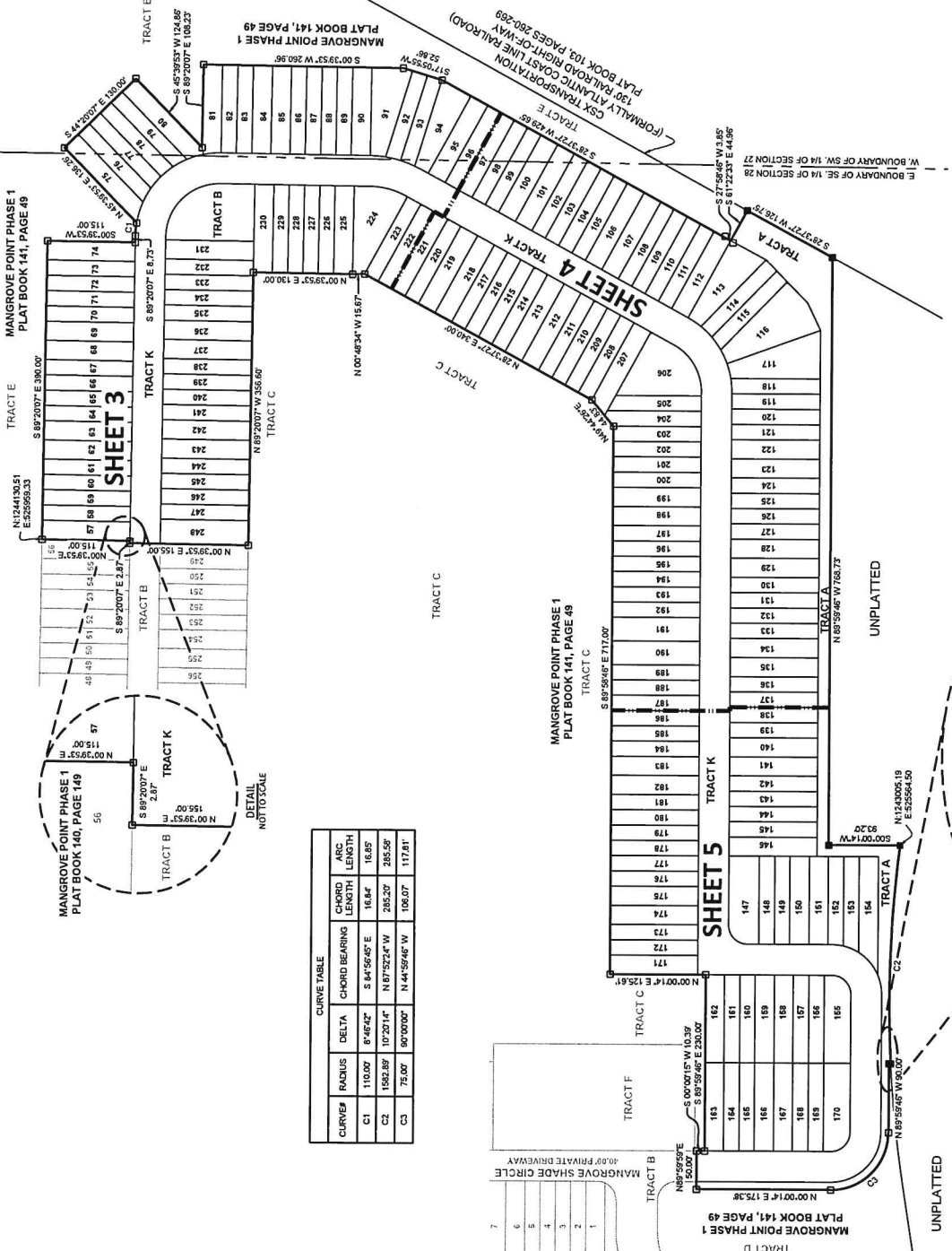
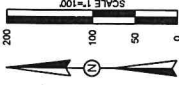
3409 W. LEMON ST. TAMPA, FL 33609
TEL: 813.250.3535
www.HamiltonEngineering.us

18 #7013 CA #6474
775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.922.9228

MANGROVE POINT PHASES 2 & 3

A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

BOUNDARY AND KEY SHEET



CURVE#	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	110.00'	9°46'42"	S 84°56'45" E	16.84'	16.88'
C2	1582.88'	10°20'14"	N 87°52'4" W	285.20'	285.59'
C3	75.00'	90°00'00"	N 44°56'46" W	108.00'	117.81'

- LEGEND**
- FOUND 4"X4" CONCRETE MONUMENT LBR 7013
 - CONCRETE MONUMENT LBR 7013 UNLESS OTHERWISE NOTED
 - PCPP PERMANENT CONTROL POINT LBR 7013
 - DR DRAINAGE AREA (PUMP AND/OR POND)
 - ▭ LICENSED BUSINESS
 - (OR) NON-RADIAL LINE
 - (R) RACIAL LINE
 - (U) UTILITY EASEMENT (PUBLIC)

HAMILTON
ENGINEERING & SURVEYING, LLC

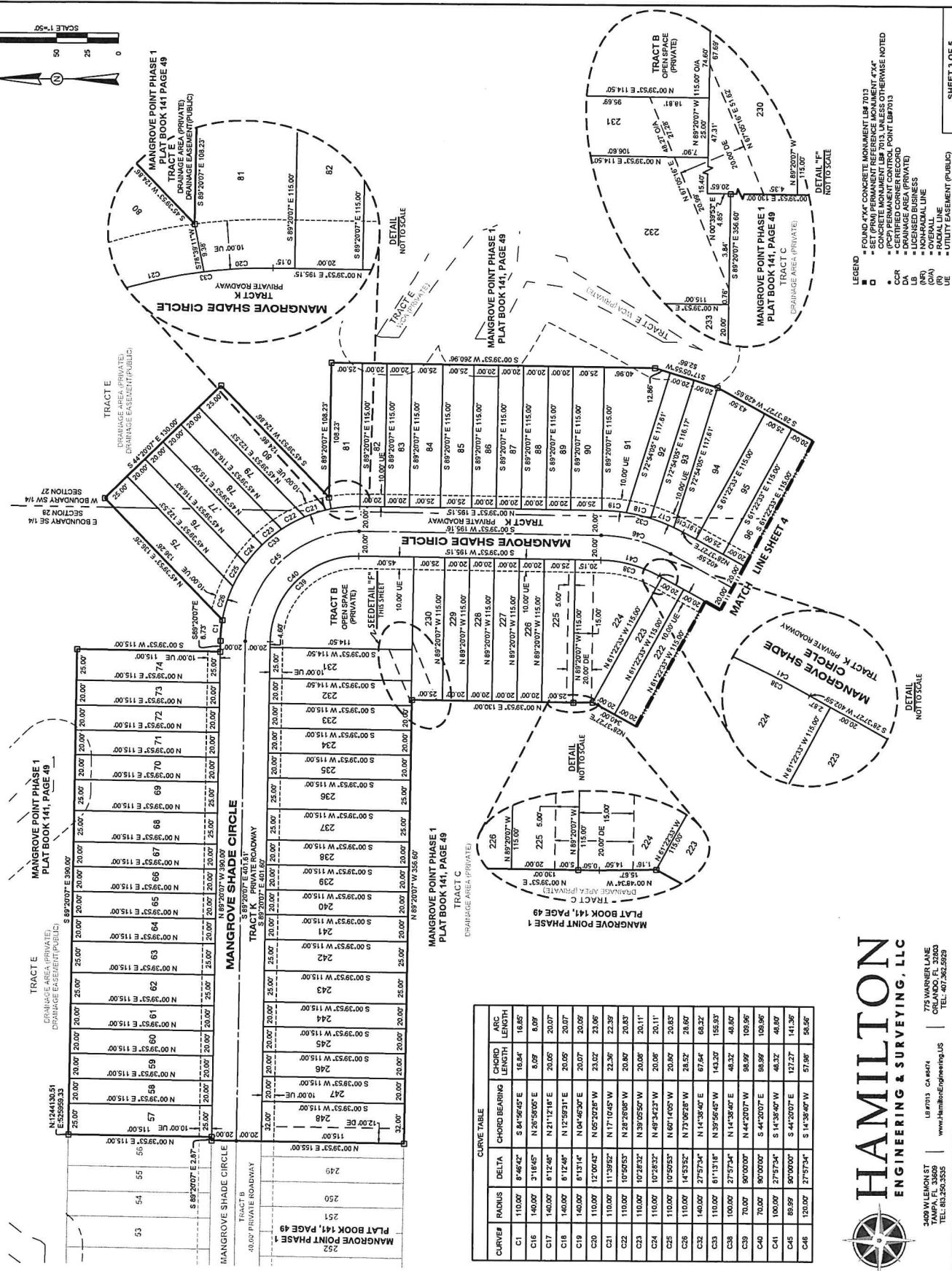
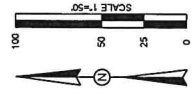
3405 W LEMON ST
CLEARWATER, FL 34615
TEL: 813.250.3535
www.hamilton-engineering.us

77E WARNER LANE
CLEARWATER, FL 34615
TEL: 407.302.5529

MANGROVE POINT PHASES 2 & 3

PLAT BOOK _____ PAGE _____

A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



- LEGEND**
- FOUND 4"X4" CONCRETE MONUMENT LB# 7013
 - CONCRETE MONUMENT LB# 7013 UNLESS OTHERWISE NOTED
 - PCP PERMANENT CONTROL POINT LB# 7013
 - UNRECORDED CORNER RECORD
 - OPENING
 - DRAINAGE AREA
 - LICENSED BUSINESS
 - NON-RADIAL LINE
 - RACIAL LINE
 - UTILITY EASEMENT (PUBLIC)

CURVE TABLE

CURVE#	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	110.00	8°46'42"	S 84°56'45" E	16.64	16.65
C16	140.00	3°16'45"	N 25°58'05" E	5.09	5.09
C17	140.00	6°12'46"	N 21°17'18" E	20.05	20.07
C18	140.00	6°12'46"	N 12°59'31" E	20.05	20.07
C19	140.00	6°13'14"	N 04°46'30" E	20.05	20.09
C20	110.00	12°00'45"	N 05°22'28" W	23.02	23.06
C21	110.00	11°39'52"	N 17°10'45" W	22.36	22.39
C22	110.00	10°59'53"	N 29°29'08" W	20.86	20.83
C23	110.00	10°28'32"	N 39°05'56" W	20.06	20.11
C24	110.00	10°28'32"	N 49°34'23" W	20.06	20.11
C25	110.00	10°59'53"	N 60°10'05" W	20.86	20.83
C26	110.00	14°33'52"	N 73°08'28" W	26.52	26.60
C32	140.00	27°57'34"	N 14°36'40" E	67.64	68.32
C33	110.00	10°28'32"	N 39°05'56" W	20.06	19.93
C34	100.00	27°57'34"	N 14°36'40" E	48.32	48.80
C39	70.00	30°00'00"	N 44°20'00" W	58.99	109.96
C40	70.00	30°00'00"	S 44°20'00" E	58.99	109.96
C41	100.00	27°57'34"	S 14°36'40" W	48.32	48.80
C45	88.89	30°00'00"	S 44°20'00" E	127.27	141.36
C46	120.00	27°57'34"	S 14°36'40" W	57.98	58.98

HAMILTON
ENGINEERING & SURVEYING, LLC

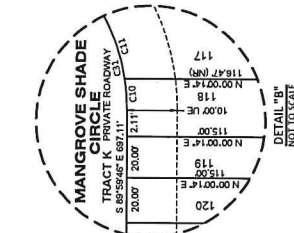
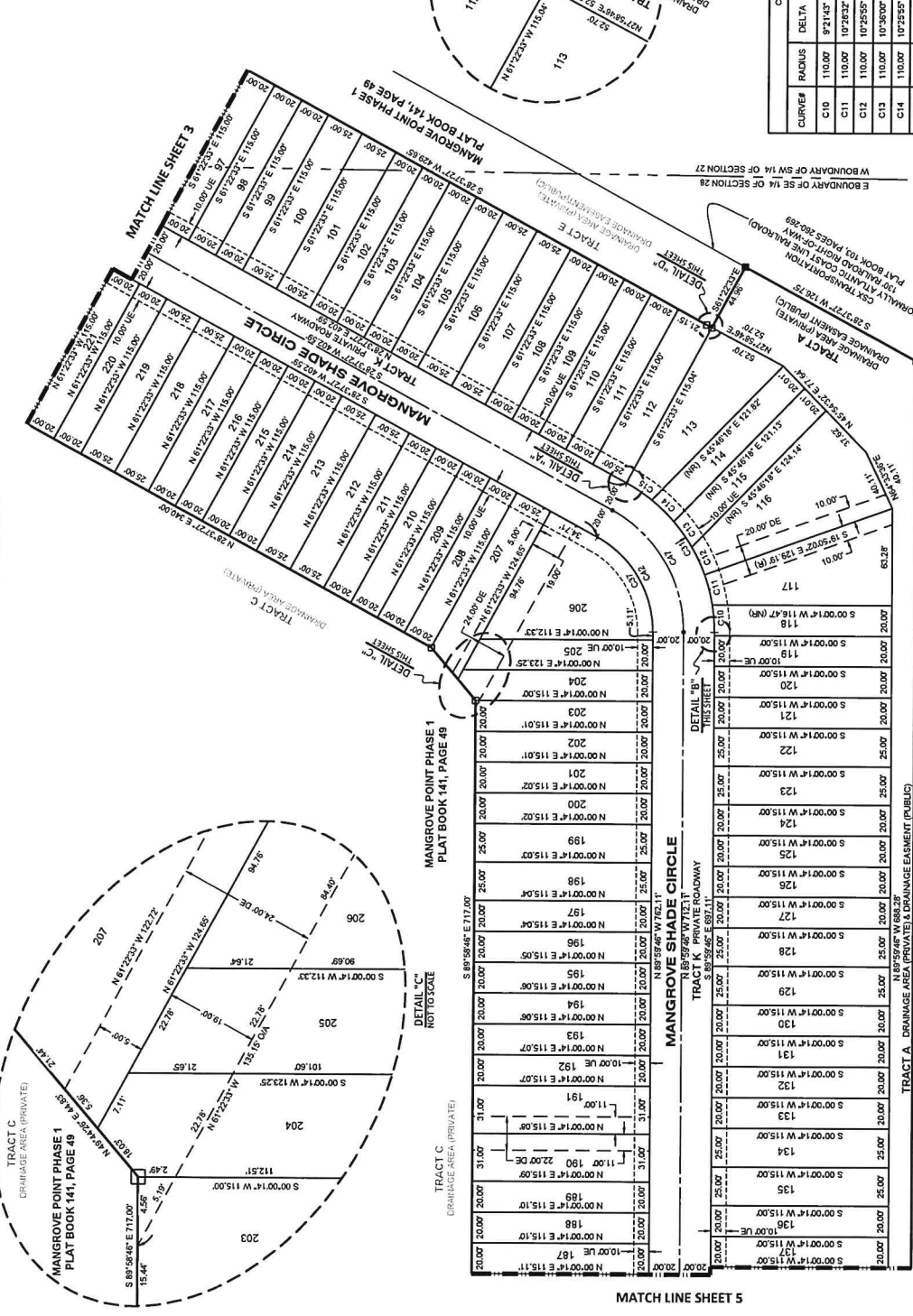
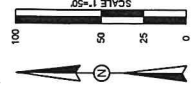
3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.261.3335

LE 87013 CA 8474
775 WARNER LANE
ORLANDO, FL 32803
TEL: 407.562.5929

www.HamiltonEngineering.com

MANGROVE POINT PHASES 2 & 3

A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C10	110.00'	97.143°	N 85°19'23\"/>		

- LEGEND**
- FOUND 4\"/>

HAMILTON ENGINEERING & SURVEYING, LLC

3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535

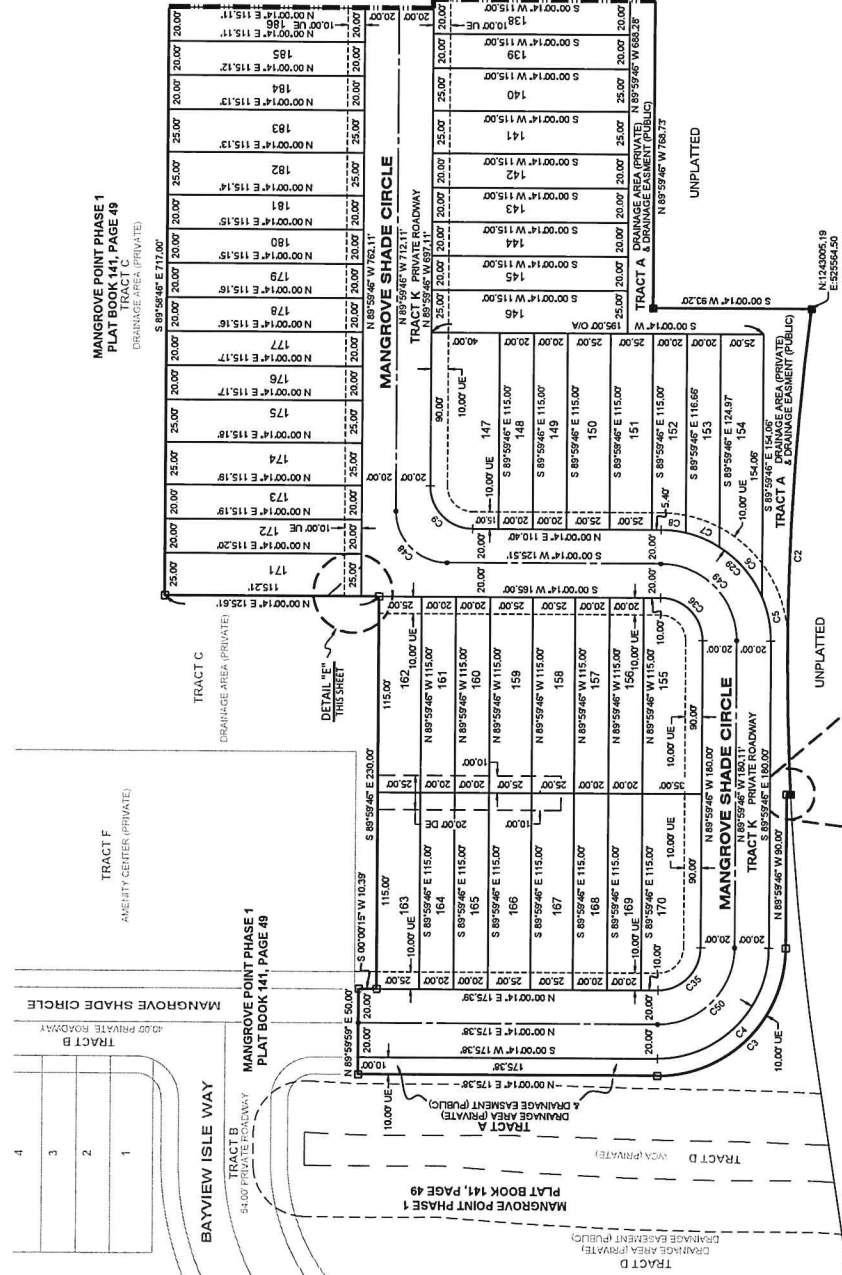
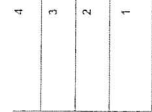
416015 Canada Dr
775 WARNER LANE
ORLANDO, FL 32803
www.HamiltonEngineering.us
TEL: 407.362.5929



MANGROVE POINT PHASES 2 & 3

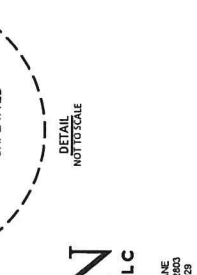
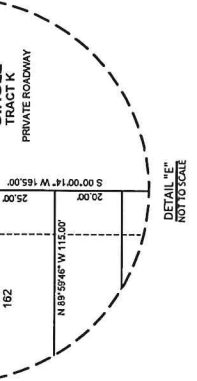
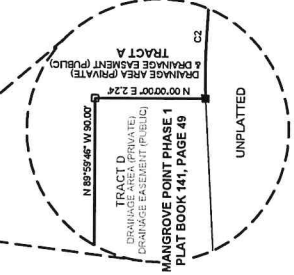
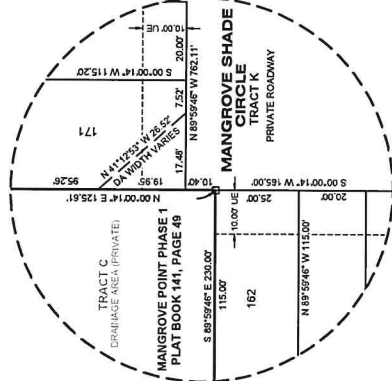
A REPLAT OF TRACT K OF MANGROVE POINT PHASE 1 AS RECORDED IN PLAT BOOK 141, PAGE 49, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____



CURVE#	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	1952.86	107.2914°	N 87°52'24" W	285.53	285.58
C3	75.00	90°00'00"	N 44°59'46" W	106.07	117.81
C4	65.00	90°00'00"	S 44°59'46" E	91.82	102.10
C5	65.00	293°13'11"	N 76°14'28" E	26.50	26.69
C6	65.00	34°18'57"	N 48°19'15" E	38.25	38.98
C7	65.00	19°10'51"	N 27°34'21" E	21.66	21.76
C8	65.00	12°58'41"	N 06°29'35" E	14.69	14.72
C9	25.00	90°00'00"	N 45°00'14" E	35.36	39.27
C29	65.00	90°00'00"	N 45°00'14" E	35.36	39.27
C35	25.00	90°00'00"	S 44°59'46" E	35.36	39.27
C36	25.00	90°00'00"	N 45°00'14" E	35.36	39.27
C46	30.00	90°00'00"	S 45°00'14" W	42.43	47.12
C49	44.89	90°00'00"	S 45°00'14" W	63.48	70.51
C59	45.00	90°00'00"	N 44°59'46" W	63.84	70.69

MATCH LINE SHEET 4



UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

UNPLATTED

LEGEND
 ○ FOUND 4"X4 CONCRETE MONUMENT FOR THIS
 ○ SET (PRM) PERMANENT REFERENCE MONUMENT "X"X"
 ○ (PCP) PERMANENT CONTROL POINT LB#7013, UNLESS OTHERWISE NOTED
 ○ (M) MANGROVE POINT PHASE 1
 ○ (DA) DRAINAGE AREA (PRIVATE)
 ○ (L) LICENSED BUSINESS
 ○ (O) OVERALL
 ○ (R) RADIAL LINE
 ○ (U) UTILITY EASEMENT (PUBLIC)
 ○ (W) WETLAND CONSERVATION AREA SETBACK
 ○ (WCASB) WETLAND CONSERVATION AREA SETBACK

SCALE 1"=50'
 100
 50
 25
 0

DETAIL "K"
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DETAIL "H"
 NOT TO SCALE

HAMILTON
 ENGINEERING & SURVEYING, LLC
 5409 WILMON ST TAMPA, FL 33609 TEL: 813.250.3535
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Hillsborough County
PUBLIC SCHOOLS

Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Mangrove Point Phase 1, 2 & 3
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5014
HCPS Project ID Number	SC-678
Parcel / Folio Number(s)	541910000
Project Location	5697 N US 41, Apollo Beach
Dwelling Units & Type	286 Single-Family Attached
Applicant	D.R. Horton, Inc.

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	33	14	21		68

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the middle school Concurrency Service Areas (CSA's) serving this site and the adjacent middle school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary platting process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 20-0705), the terms of which were approved by the School Board on August 25, 2020 and the Hillsborough County BOCC on September 16, 2020. The Applicant contributed funds on June 7, 2021 in the amount of \$390,425.00 thereby satisfying the requirement to construct middle school seats to accommodate the proposed development as more particularly described therein.

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June 7, 2021
Date Issued