SUBJECT:

Antigua Cove Phase 3A

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE: CONTACT:

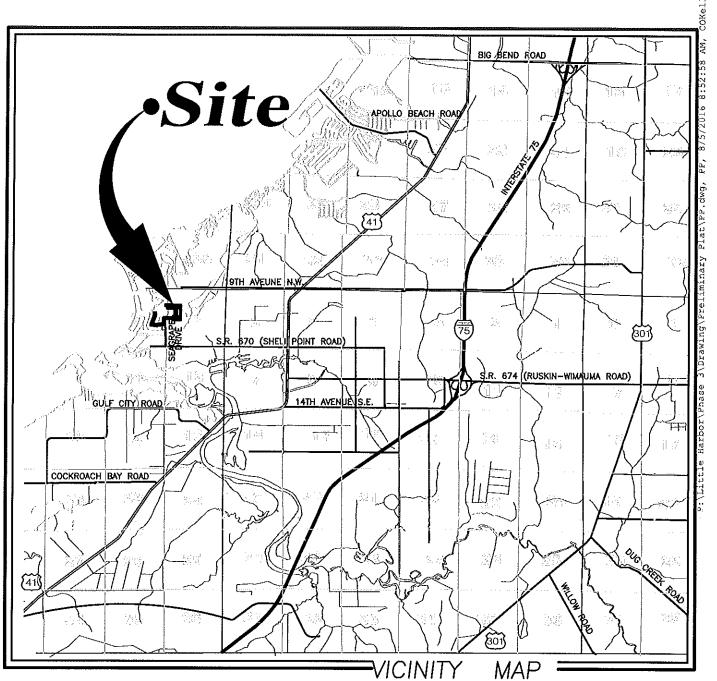
September 8, 2021 Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Antigua Cove Phase 3A, located in Section 1&2, Township 32, and Range 18, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$914,008.13, a Warranty Bond in the amount of \$42,769.65, 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 \$6,875.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On October 21, 2019, Permission to Construct Prior to Platting was issued for Antigua Cove Phase 3A. 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 Clearview Land Design.



HILLSBOROUGH COUNTY, FLORIDA
SECTION 1 & 2, TOWNSHIP 32 SOUTH, RANGE 19 EAST

LITTLE HARBOR PHASE 3

SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This Agreement is made and entered into this day of, 20, by and between <u>Lennar Homes, LLC</u> , a Florida <u>Limited Liability Company</u> hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".
Witnesseth
WHEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as the "LDC", pursuant to authority contained in Chapters 125,163, and 177 and 125, 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 <u>ANTIGUA COVE PHASE 3A</u> Subdivision.
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>ANTIGUA COVE</u> PHASE 3A 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 Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platter area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvements for maintenance as listed below and identified as applicable to this project:
X Roads/Streets X Water Mains/Services X Stormwater Drainage Systems Sanitary Gravity Sewer System X Sanitary Sewer Distribution System Bridges Reclaimed Water Mains/Services Sidewalks Other: ; and ; and
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against at defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period and
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

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

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as ANTIGUA COVE PHASE 3A subdivision, within twelve (12) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater 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 Services Department by the Subdivider.
- 3. The Subdivider agrees to warranty all improvement facilities located in <u>ANTIGUA COVE PHASE 3A</u> subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

Letters of Credit, number	, dated	, and
number	, dated	with
		by order
of		,
•	as Principal, and as Surety, and	
A Warranty Bond, dated To Lennus Homes W Arch Insurance	as Principal, and as Surety, and	
Escrow Agreements, dated	, between and the County, or	
Cashier/Certified Checks, nur	mber, dated	

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

- Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - (a) The plans, drawings, and specifications submitted to and approved by the County's Development Services Department; and
 - (b) All applicable County regulations relating to the construction of improvement facilities.

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

- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>ANTIGUA COVE PHASE 3A</u> at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the 12 month

construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.

- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of this 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

, 2021. SUBDIVIDER: ATTEST: By: Lennar Homes, LVC, a Florida Limited Liability Company Authorized Corporate Officer or Individual Witness' Signature (Signed before a Notary Public and 2 Witnesses) Printed Name of Witness PRESIDENT Title Witness' Signature 4600 W. CYPRESS ST., STE 300, TAMPA, FZ 33607 Address of Signer Printed Name of Witness 813-574 -5658 NOTARY PUBLIC Phone Number of Signer CORPORATE SEAL ATTEST: HILLSBOROUGH COUNTY

APPROVED BY THE COUNTY ATTORNEY

Chair

BOARD OF COUNTY COMMISSIONERS

Approved As To Form And Legal Sufficiency.

By:

CLERK OF THE CIRCUIT COURT

Deputy Clerk

CORPORATE ACKNOWLEDGMENT:	
STATE OF HIJSBORUSh The foregoing instrument was acknowledged before me this 2021 by PONT W HINDS	day of July
He and/or she is personally known to me or has produced	, VICE TICERCATIC (NEC)
as identification and did take an oath.	
NOTARY PUBLIC: Sign: VIOLE De la Cruze Print Name: Kristine De la Cruze	(Seal)
Title or Rank: Notary Public Serial Number, if any: 13+161 My Commission Expires: 03 25 22	Notary Public State of Florida Kristine De la Cruz My Commission HH 137161 Expires 03/25/2022

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, <u>Lennar Homes</u>, <u>LLC</u>, a Florida Limited Liability <u>Company</u> called the Principal, and <u>Arch Insurance Company</u> called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of <u>Nine Hundred Fourteen Thousand Eight and 13/100</u> (\$914,008.13) 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, roads and drainage water, sewer and other necessary 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

Bond No. SU1173464 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 <u>ANTIGUA COVE PHASE 3A</u> subdivision all roads and drainage, water, sewer and other necessary 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 Services Department of Hillsborough County 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 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 October 8, 2022

SIGNED, SEALED AND DATED this20 th _	day ofJuly, 2021.
ATTEST: LIVILLE Decey	BY: PRINCIPAL SEAL)
	Arch Insurance Company SURETY (SEAL)
ATTEST: WICHMOND	BY: ATTORNEY-IN-FACT, Chelsea Nielson (SEAL)
	CORFORATE SELL 1971

APPROVED BY THE COUNTY ATTORNEY

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:

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N. Bair of Houston, TX (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

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 September 15, 2011, 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 September 15, 2011:

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 September 15, 2011, 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 19th day of June, 2020 Insurance

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

David M. Finkelstein, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein 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.

> COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL CHELL TRIPODS, NOTARY PUBLIC

CUKPÜKAYE

1971

Missouri

City of Philadelphia, Phila. County My Convension Expires July 31, 1021 Michele Tripodi, Notary Public My commission expires 07/31/2021

CERTIFICATION

20 7

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2020 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 David M. Finkelstein, 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

Patrick K. Nails, 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

15urance CURUKATE SEAL 1971 **Missouri**

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.

Summary For Performance Bond

ANTIGUA COVE PHASE 3A FOLIO NUMBERS 31567.0000 & 31567.0025

Streets and Drainage Facilities	\$ 541,383.50
Water Distribution System	\$ 86,446.00
Sewage Collection System	\$ 103,377.00
Total Amount	\$ 731,206.50
Security Amount (125% of Total)	\$ 914,008.13

Christopher O'Kelley FLOR E. No

Clearview Land Design P.D. Date Prepared: 04-19-2027////

Schedule: Streets & Drainage Facilities

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	T	Unit Price	To	tal Amount
Construction Entrance	1	LS	\$	3,150.00	\$	3,150.00
Mobilization	1	LS	\$	40,000.00	\$	40,000.00
Root Pruning	20	LF	\$	25.00	\$	500.00
Demo storm & piping	1	LS	\$	6,800.00	\$	6,800.00
Clear onsite brush	1	LS	\$	4,500.00	43	4,500.00
Excavate/Haul	31	EΑ	\$	835.00	(/)	25,885.00
Screening	31	EA	\$	2,110.00	\$	65,410.00
Place & Compact Fill	31	EΑ	\$	2,350.00	\$	72,850.00
Finish Grade Pads	31	EΑ	\$	200.00	\$	6,200.00
Seed & Mulch	31	EA	\$	142.00	\$	4,402.00
Pond Excavation	8,500	CY	\$	0.75	\$	6,375.00
Haul & place excess material onsite	945	CY	\$	2.00	\$	1,890.00
Sod Pond	2,982	SY	\$	3.25	\$	9,691.50
Finish Grade BOC	2,362	LF	\$	2.50	\$	5,905.00
Sod B.O.C.	578	SY	\$	3.25	\$	1,878.50
Connect to existing manhole, plug & dewater	1	EA	\$	2,250.00	\$	2,250.00
12" x 18" CLASS III RCP	33	LF	\$	41.00	\$	1,353.00
15" CLASS III RCP	66	LF	\$	32.00	\$	2,112.00
18" CLASS III RCP	149	LF	\$	34.00	\$	5,066.00
48" CLASS III RCP	608	LF	\$	118.00	\$	71,744.00
Dewatering	1	LF	\$	10,200.00	\$	10,200.00
Type 1 Curb Inlet	2	EA	\$	3,100.00	\$	6,200.00
Type 1 Curb Inlet - J Bottom	1	EΑ	\$	5,350.00	\$	5,350.00
Type 3 Curb Inlet - J Bottom	1	EA	\$	5,900.00	\$	5,900.00
Type J Manhole	1	EA	\$	2,900.00	\$	2,900.00
Type H Inlet	1	EΑ	\$	4,825.00	\$	4,825.00
Type C Inlet	1	EA	\$	3,651.00	\$	3,651.00
Weir Wall w/ ditch paving	1	LS	\$	10,200.00	\$	10,200.00
Testing & Inspections	1	LS	\$	6,500.00	\$	6,500.00
1.5" SP 12.5 Asphalt	2,915	SY	\$	9.50	\$	27,692.50
6" crushed concrete base	2,915	SY	\$	13.50	\$	39,352.50
12" Stabilized subgrade	2,915	SY	\$	7.50	\$	21,862.50
6" Stabilized Curb Pad	657	SY	\$	5.00	\$	3,285.00
Miami Curb	2,362	LF	\$	11.50	\$	27,163.00
6' sidewalk	360	SF	\$	5.25	\$	1,890.00
ADA Ramps	2	EA	\$	800.00	\$	1,600.00
Striping & Signage	1	l.S	\$	1,850.00	\$	1,850.00
Survey & AsBuilts	1	LS	\$	23,000.00	\$	23,000.00
				· · · · · · · · · · · · · · · · · · ·	<u> </u>	
Total Streets and Drai	nage System				\$	541,383.50

Schedule: Water Distribution System

ANTIGUA COVE PHASE 3A

ltem	Quantity	Unit	L	Jnit Price	To	tal Amount
Connection to Existing Watermain	1	LS	\$	1,900.00	\$	1,900.00
Hills county temporary construction meter	1	LS	\$	6,500.00	\$	6,500.00
8" C-900 DR 18 Water Main	723	LF	\$	26.00	\$	18,798.00
8" Gate Valve	6	LF	\$	1,025.00	\$	6,150.00
8" MJ Fittings	8	LF	\$	350.00	\$	2,800.00
6" PVC C900 Water Main	620	LF	\$	22.50	\$	13,950.00
6" MJ Gate Valve	4	EA	\$	950.00	\$	3,800.00
6" MJ Fittings	12	EA	\$	250.00	\$	3,000.00
Fire Hydrant Assembly	3	EA	\$	3,250.00	\$	9,750.00
Chlorine Injection Point	1	EA	\$	400.00	\$	400.00
Permanent Blow Off	1	EA	\$	850.00	\$	850.00
Single Short Service	4	EA	\$	342.00	\$	1,368.00
Double Short Service	9	EA	\$	436.00	\$	3,924.00
Far Side Single Water Service	7	EA	\$	552.00	\$	3,864.00
Far Side Double Water Service	9	EA	\$	688.00	\$	6,192.00
Testing & Inspections	1	LS	\$	3,200.00	\$	3,200.00
Total Water Distribution System					\$	86,446.00

Schedule: Sewage Collection System

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	Unit Price		То	tal Amount
Connect to Existing Manhole	1	EA	\$	6,500.00	\$	6,500.00
8" SDR 26 6-8' Cut	529	LF	\$	31.00	\$	16,399.00
8" SDR 26 4-6' Cut	236	LF	\$	28.50	\$	6,726.00
Single Service	4	EA	\$	683.00	\$	2,732.00
Double Service	12	EA	\$	840.00	\$	10,080.00
Manhole (0-6) Feet	4	EA	\$	2,415.00	\$	9,660.00
Manhole (6-8) Feet	4	EA	\$	2,785.00	\$	11,140.00
MH LINER	1	LS	\$	3,675.00	\$	3,675.00
Testing & Inspections	1	LS	\$	8,500.00	\$	8,500.00
Dewatering & Shoring	1	LS	\$	9,100.00	\$	9,100.00
4" PVC Forcemain & Fittings	602	LF	\$	14.00	\$	8,428.00
Air Release Valves	1	EA	\$	4,200.00	\$	4,200.00
4" Plug Valves	1	EA	\$	725.00	\$	725.00
Steel Casings	106	LS	\$	52.00	\$	5,512.00
Total Sewa	l ige Collectio	n System			\$	103,377.00

WARRANTY BOND

Bond Number SU1173466

KNOW ALL MEN BY THESE PRESENTS, That we, Lennar Homes, LLC, a Florida Limited Liability Company 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 Forty Two Thousand Seven Hundred Sixty Nine and 65/100 (\$42,769.65) 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, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities roads and drainage, water and wastewater) for maintenance in the approved platted subdivision known as <u>ANTIGUA COVE PHASE 3A</u>; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all roads and drainage as referenced above, 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

Bond No. SU1173466

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of all roads and drainage, water, and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <u>ANTIGUA COVE PHASE</u>

 3A 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 October 8, 2024.

SIGNED, SEALED AND DATED this20 th	day ofJuly, 2021.
ATTEST:	BY: PRINCIPAL (SEAL)
	Arch Insurance Company SURETY (SEAL)
ATTEST: QUICHMOND	BY: ATTORNEY-IN-FACT, Chelsea Nielson (SEAL)
	CORPORATE SEAL 1971
	APPROVED BY THE COUNTY ATTORNEY

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:

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N. Bair of Houston, TX (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 September 15, 2011, 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 September 15, 2011:

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 September 15, 2011, 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 Whercof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 19th day of June, 2020

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS CORPORATE SEAL 1971 David I

Arch Insurance Company

David M. Finkelstein, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein 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.

COMMONWEALTH OF PENNSYLVANIA

MOTARIAL SEAL

MICHELE TREPORI, HOLBY PLEIK

(By of Phesosophy, Phes. County

My Commission Express Act 911, 2021

Missouri

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

CERTIFICATION

I, Patrick K. Naits, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2020 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 David M. Finkelstein, 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 Indian of the Insurance Company on the Insurance Company on the Insurance Company on this Indian of the Insurance Company on the Insuranc

20 21.

Patrick K. Nails, 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.

Summary For Warranty Bond

ANTIGUA COVE PHASE 3A FOLIO NUMBERS 31567.0000 & 31567.0025

Streets and Drainage Facilities	\$ 272,073.50
Water Distribution System	\$ 76,346.00
Sewage Collection System	\$ 79,277.00
Total Amount	\$ 427,696.50
Security Amount (10% of Total)	\$ 42,769.65

Christopher O'Kelley FL P ENNo.: Clearview Land Design P L.A. Date Prepared: 04-19-2021

Schedule: Streets & Drainage Facilities

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	Unit Price	То	tal Amount
Finish Grade Pads	31	EA	\$ 200.00	\$	6,200.00
See & Mulch	31	EA	\$ 142.00	\$	4,402.00
Sod Pond	2,982	SY	\$ 3.25	\$	9,691.50
Finish Grade BOC	2,362	LF	\$ 2.50	\$	5,905.00
Sod B.O.C.	578	SY	\$ 3.25	\$	1,878.50
12" x 18" CLASS III RCP	33	LF	\$ 41.00	\$	1,353.00
15" CLASS III RCP	66	LF	\$ 32.00	\$	2,112.00
18" CLASS III RCP	149	LF	\$ 34.00	\$	5,066.00
48" CLASS III RCP	608	LF	\$ 118.00	\$	71,744.00
Type 1 Curb Inlet	2	EA	\$ 3,100.00	\$	6,200.00
Type 1 Curb Inlet - J Bottom	1	EA	\$ 5,350.00	\$	5,350.00
Type 3 Curb Inlet - J Bottom	1	EA	\$ 5,900.00	\$	5,900.00
Type J Manhole	1	EA	\$ 2,900.00	\$	2,900.00
Type H Inlet	1	EA	\$ 4,825.00	\$	4,825.00
Type C Inlet	1	EA	\$ 3,651.00	\$	3,651.00
Weir Wall w/ ditch paving	1	LS	\$ 10,200.00	65	10,200.00
1.5" SP 12.5 Asphalt	2,915	SY	\$ 9.50	\$	27,692.50
6" crushed concrete base	2,915	SY	\$ 13.50	\$	39,352.50
12" Stabilized subgrade	2,915	SY	\$ 7.50	\$	21,862.50
6" Stabilized Curb Pad	657	SY	\$ 5.00	\$	3,285.00
Miami Curb	2,362	LF	\$ 11.50	\$	27,163.00
6' sidewalk	360	SF	\$ 5.25	\$	1,890.00
ADA Ramps	2	EA	\$ 800.00	\$	1,600.00
Striping & Signage	1	LS	\$ 1,850.00	\$	1,850.00

Total Streets and Drainage System	\$272,073.50

Schedule: Water Distribution System

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	υ	nit Price	To	tal Amount
Connection to Existing Watermain	1	LS	\$	1,900.00	\$	1,900.00
8" C-900 DR 18 Water Main	723	LF	\$	26.00	\$	18,798.00
8" Gate Valve	6	LF	\$	1,025.00	\$	6,150.00
8" MJ Fittings	8	LF	\$	350.00	\$	2,800.00
6" PVC C900 Water Main	620	LF	\$	22.50	\$	13,950.00
6" MJ Gate Valve	4	EA	\$	950.00	\$	3,800.00
6" MJ Fittings	12	EA	\$	250.00	\$	3,000.00
Fire Hydrant Assembly	3	EA	\$	3,250.00	\$	9,750.00
Permanent Blow Off	1	EA	\$	850.00	\$	850.00
Single Short Service	4	EA	\$	342.00	\$	1,368.00
Double Short Service	9	EΑ	\$	436.00	\$	3,924.00
Far Side Single Water Service	7	EA	\$	552.00	\$	3,864.00
Far Side Double Water Service	9	EΑ	\$	688.00	\$	6,192.00
Total Wat	er Distributio	n System			\$	76,346.00

Schedule: Sewage Collection System

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	U	nit Price	То	tal Amount
8" SDR 26 6-8' Cut	529	LF	\$	31.00	\$	16,399.00
8" SDR 26 4-6' Cut	236	LF	\$	28.50	\$	6,726.00
Single Service	4	EA	\$	683.00	\$	2,732.00
Double Service	12	EA	\$	840.00	\$	10,080.00
Manhole (0-6) Feet	4	EA	\$	2,415.00	\$	9,660.00
Manhole (6-8) Feet	4	EA	\$	2,785.00	\$	11,140.00
MH LINER	1	LS	\$	3,675.00	\$	3,675.00
4" PVC Forcemain & Fittings	602	LF	\$	14.00	\$	8,428.00
Air Release Valves	1	EA	\$	4,200.00	\$	4,200.00
4" Plug Valves	1	EΑ	\$	725.00	\$	725.00
Steel Casings	106	LS	\$	52.00	\$	5,512.00
То	tal Sewage Collection	n System			\$	79,277.00

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE PLACEMENT OF LOT CORNERS

This Agreement made and entered into thisday of2021 by and between Lennar Homes, LLC, a Florida Limited Liability Company, hereinafter referred to as "Subdivider", and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County".
<u>Witnesseth</u>
WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, as referred to as the "LDC" pursuant to authority contained in Chapters and 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 <u>ANTIGUA COVE PHASE 3A</u> ; and
WHEREAS, a final plat of a subdivision within the unincorporated area of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that lot corners will be installed; and
WHEREAS, the lot corners required by Florida Statutes in the subdivision known as ANTIGUA COVE PHASE 3A 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; 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

2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>ANTIGUA COVE PHASE 3A</u> subdivision within twenty-four (24) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to Paragraph 3, below, all lot corners as required by Florida Statutes.

reference and made a part of this Agreement.

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:

Letter of Credit, number, dated
with
by order of
, or
A Performance Bond, dated July 20, 21) with Homes (CC)
as Principal, and Arch Insurance
as Surety, or
Cashier/Certified Check, number

Copy(ies) of said Letter of Credit, Performance Bonds, Escrow Agreements, or Cashier/Certified Checks is/are attached hereto and by reference made a part hereof.

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations", an extension of the time period established for installation of lot corners described in Paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a Letter of Credit, Performance Bond, Escrow Agreement, or Cashier/Certified Check as required by the LDC.
- In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as <u>ANTIGUA COVE PHASE 3A</u> 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 has 2021.	ave executed these presents, this 23 day of 54,
ATTEST:	SUBDIVIDER: By:
Witness' Signature	(Sign before a Notary Public)
Printed Name of Witness	Printed Name of Signer
Lai Carpar -	VICE PRESIDENT
Witness' Signature	Title of Signer
Printed Name of Witness	4600 W. CYPRESS ST., STE 300, TAMPA, FR 33607. Address of Signer
Trinica Italia di Trialissa	
CORPORATE SEAL (When Appropriate)	Phone Number of Signer
ATTEST:	
BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY	CLERK OF CIRCUIT COURT, FLORIDA
Ву:	Ву:
Chair	Deputy Clerk
	APPROVED BY THE COUNTY ATTORNEY
	Approved As To Form And Legal Sufficiency.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH		/
	nowledged before me by means of the by key (or Hinns (name), He/she is personally known to m	me) on behalf of
Listine De la CHIZE	(Signature of person taking acknown) (Name typed, printed or stamped)	
Notary Public 137961	(Title or rank) (Serial number, if any)	Notary Public State of Florida Kristine De la Cruz My Commission HH 137161 Expires 03/25/2022
		2~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

SUBDIVISION PERFORMANCE BOND

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 Six Thousand Eight Hundred Seventy Five and 00/100 (\$6,875.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, Permanent Control Points and all Lot Corners in accordance with 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 Performance Placement of Lot Corners, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

Bond No. SU1173465

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 ANTIGUA COVE PHASE 3A subdivision all Permanent Control Points and all Lot Corners, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL October 8, 2023.

SIGNED, SEALED AND DATED this _20th	day ofJuly, 2021.
ATTEST:	Lennar Homes, LLC, a Florida Limited Liability Company BY: PRINCIPAL (SEAL)
	Arch Insurance Company SURETY (SEAL)
ATTEST: CHICLIMOND	BY: ATTORNEY-IN-FACT, Chelsea Nielson (SEAL)
	CORPORATE SEAL 1971

APPROVED BY THE COUNTY ATTORNEY

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:

Chelsea Nielson, Jessica Richmond, Joyce Johnson and Philip N. Bair of Houston, TX (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 (90,000,000,000) 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 September 15, 2011, 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 September 15, 2011:

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 September 15, 2011, 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 19th day of June, 2020 Insurance

Attested and Certified

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

David M. Finkelstein, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein 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.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL MICHELL TRIPOUT, Holary Public City of Philadesphia, Phila. County My Composition Expires July 31, 2021

SEAL

1971

Missouri

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

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 19, 2020 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 David M. Finkelstein, 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 scal of the Arch Insurance Company on this 20 day of 20 21.

Patrick K. Nails, 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 gurance CORPORATE SEAL 1971 #(350Uf

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.

AICPOA040120

Summary For Performance Bond

ANTIGUA COVE PHASE 3A FOLIO NUMBERS 31567.0000 & 31567.0025

Set All PCPs & Lot Corners	\$ 5,500.00
Total Amount	\$ 5,500.00
Security Amount (125% of Total)	\$ 6.875.00

Christopher O'Kelley FL P.E. No. 70734 Clearview Land Design R/LORIO

Date Prepared: 04-19-2021NA

Schedule: Permanent Control Points (PCPs) & Lot Corners

ANTIGUA COVE PHASE 3A

Item	Quantity	Unit	U	nit Price	Tot	al Amount
SET ALL PCPs & LOT CORNERS	1	LS	\$	8,750.00	\$	8,750.00
Total PCPs &	Lot Corners				\$	8,750.00

Œ ANTIGUA COVE PHASE

SECTION 1, TOWNSHIP 32 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTIONS A parcol of land lying in Section 1, Township 32 South, Range 18 East, Hilsborough County, Florida and being more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 1, also boing a point on the South boundary of tot 19, 1806 act, a coording to the pale of Articla. COVE PMASE 2, as recorded in Pale book 128, Paper 218 through 7.9 in the County fortion, the Northwest 1/4 of said and 1 and the South boundary of the Southwest 1/4 of said wherever, 14 of sacken 1 and the South boundary of the Southwest 1/4 of said wherever, 14 of sacken 1 and the South boundary of last 19 through 30 includes, or the pale of Articla COVE PMASE 2, Say 2917 12. 588.18 fact to the Southwest corner of said that 0.30, 80ck 2, also bend the Potant 0 or BECANNING; there along the East boundary of 1.30, 80ck 2, also bend the Potant 0 or BECANNING; there along the East boundary of 1.30, 80ck 2, also bend the Potant 0.00 the PMASE 1, 2ccording to the plat thereof, as recorded in Pale Book 2, also bend the Potant Potanty Potantary of Articlar COVE PMASE 1, according to the plat thereof, as recorded in Pale Book 2, also bend a Pale Book 2, also bend 3 and 1.20, also bend 3 and 1.20, also 1.20,

Containing 8.946 acres, more or less.

- Northing and Easting coordinates (Indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Horizonhal Datum of 1983 (Not 83 1990 August Pro the West Zone of Florido, have been established to a minimum of third order accuracy, and are supplemental data only, as established from a RTK GPS Network and vorified by horizontal control monument. Hillsborough County Control Monuments used for originating coordinates: "MAX" and "RUSKIN A".
- 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 subject to flooding; the Dovelopment Review Division has information regarding flooding and restrictions on development.
 - Drainage Essaments shall not centain permanent improvements, including, but not limited to, sidowajks, drheways, impervious surfaces, paties, decks, pools, fortess, sprinkler systems, troes, sinulas, hedges, and landscaping plants other than grass, except for landscaping of stormwater detection and retention pends as required by the Land Development Code, except as approved by the County Administrator, "This note shall appear on each affected doed." ri
- All platford utility opastered ability such experience shall also be essenents for the construction, installation, maintenance, and operation of coole devices provided, however, in such conservation, installation, maintenance, and operation of coole ideoletion services shall intentier with the ideities and anytics of an electric, helptone, gas, or other public utility.
- EPC/SEAWALL NOTE: The outside face of the seawail is ong and the same as the E.P.C.H.C. Wetland Line, as shown in Seawail Detail on Sheet 2, except as obtainse shown. 'n
 - ø

- Lands before platted herein are authored to and benefited by the following:

 1) Index of the control of the con

NOTE: All recording references shall refer to the public records of Hillsborough County, Floride, unless otherwise noted.

Lot Comera as shown hereon are nat set at the time of this plat recording, but will be set as referenced in the Surveyer's Certification, as shown on this street of the plat. Due to the rought terms and official field conditions a long the new of the lots after up the potations broundary of this plat, it, it is urreasonable for this lot conner to be set in their detered locations. Therefore, plemake offset locations are indicated as shown hereon. ۲.

BOARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date

CLERK OF CTRCUIT COURT

This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described hereign and will be nationaries be supplished in subdividity by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records or this County.

NOTTCE:

This Private Subdivision contains rights-of-way, easements, and other common areas which are neither owned nor maintained by Hillsborough County.

County of Hillsborough State of Florida

I hereby cortify that this subdivision plat meets the requirements in form, of Chapter 177 Part I of the Florida Statutes and has been filed for record in Plat Book _____, Paga ____, of the Public Records of Hillsborough County, Florida.

BY: Deputy Clerk 8 8Y: Clerk of Circuit Court day of

CLERK FILE NUMBER

1, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivision; that this plat was prepared under my direction and cuprevision and conspiles with all leadures requirements of Chapter 1277, Part I, Florida Statutes, and the Rillaborough Courty Land Development Coder, and that Pormannant Reference Nonuments (P.R.N.S.) and of the Millaborough Courty Land Development Coder and that the "C.R.P.S" (Permanent Control Platts).

20. as shown heroon, and that the "C.R.P.S" (Permanent Control Politis) as shown which he for monumentation of lot connects, points of Intersection and changes of direction of lines within the cut endicited by said Chapter 177 of the Florida Statutes, and as also shown hareon, will be set within the time oldstool in 177,093 (8) (9), or pursuant to terms of band.

SURVEYOR'S CERTIFICATION

PAMERRITT. INC.. (Certificate of Authorization Number LB7778) 3010 W. Azcele Stroet, Suite 150 Tampa, Florida 33609

Arthur W. Merritt, (License No. LS4498) Florida Professional Surveyor and Mapper

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

PLAT APPROVAL; This plat has boon reviewed in accordance with the Florida Statutes, Section 177,081 for Chapter conformity. The geometric data has not been verified.

Flordta Professional Surveyor and Mapper, License No. Survey Section, Geospattal & Land Acquistion Services Department, Milsborough County

HMERRITT, INC.
LAND SURVEYING & MAPPING
CONTINUE AND MARINE IT TO
SURVEYING SERVEY SURVEYING
FOR EACH SURVEYING
PROSE BLAND STAND
PROSE BLAND STAND Job No. AMPLICFLIFFORD

SHEET 1 OF 7 SHEETS

PHASE COVE ロコジーフロ

SECTION 1, TOWNSHIP 32 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: The undersigned, SOUTH BAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the Piornest*), the for simple owner of TRACT YI, and ELK - LITTLE FARBORY, LLC, a collemant finited liability company (LIBI - LITTLE HARBORY) contactively, the forwerst*), as the fee simple owners of all the bade as shown herean and referred to as ANTIGUA COVE PHASE 1M, as described more fully in the legal described which is part of filip play, do hereby declared to bit of ANTIGUA COVE PHASE 3M, for resort.

Further, the Dwners do hereby state, declare and dedicate as follows:

Fee interest in TRACT "A", as shown hereon is reserved by the District and will be maintained by the District.

District heroby grants to Hillsborough County, Forida government and providers of law enforcement, the emergency, emergency modical, mall, package delivery, solid waterfallowing, and other Hillsp provincing layer allowed provincing and talking to the performance of their finish others.

Owners hereby grant to providers of telephone, glockft, cable beleaded as the cable data, water and sown and entre fulls and guest-place tallible. It innerestation assessment over, scross and under, the roast and right-od-way within TBACT "A", for ingress and egress and for the construction, installation, and multimenter of utilities, as designated by the Owners, and relates proposes, for the second for the construction.

Owners hereby grant to any public or private utility provider, talecommunications provider, information services provider, cable trainvision operator or other similar entity provider, utility services to the development, a perpetual, non-exclusion as oserment over, across and under the areas dealgrands herein as fullity Essement, for ingress and express and extra construction, installation, und maintenance of utilities and related purposes, for the benefit of the lot owners learnin.

The (CDD) Sawall Naintenance and Drainage Essement, as shown hereon, her been conveyed by LEV - LTTL 4.48800 to be Detrict extract to that critical South Bay community Development District Polanoga and facilitation of Interface and Proceedings of the South Bay Community Development District Designey and Polanoid Will Nationarch Essement 1.0704. Boys 1376, as mediated by the First Meditation to the South Bay Community Development District Designey and Polanoid Will Nationarch Essement of the Public Record of Historical Country or Instrument with the Country of the Public Record of Historical Country or Instrument and Polanoid or responsible for the capable and maintenance of all sounds and improvements, and (2) shall be the responsible operational maintenance and statement of all scommunity wall improvements, and (2) shall be the responsible operational maintenance and statement and sections.

The (CDD) Drahage Essements as shown hereen are reserved by LEN - LITLE HARBOR, for conveyance to the District subsequent to recording of this plat as the responsible operational maintenance entity for all stormwater drainage improvements located therein.

Said TRACT "A" (CDD) Drainage Easements, and the (CDD) Seawall Maintenance and Drainage Easements, are subject to any and all easements and tracts dedicated to public use as shown on this plat.

The maintenance of casements, tracts and areas reserved by the Owners will be the responsibility of the Owner, its assigns and successors in title, which may include the District, the HOA or other custodial and maintenance entity.

LEN - LITTLE HARBOR, LLC, a Delaware limited liability company (the "Company") - Cwiner By its sole Managing momber: Lennar Homes, LLC, a Florida limited liability company

Marvin L. Methony, Jr., Vice President of Lennar Homes, LLC, its Solo Managing Member

Witness,

My Commission Number:

Commission Expires:

South Bay Community Davalopment District, a local unit of special-purpose government established pursuant to Chapter 190, Flanda Statutes.
- OWNER of TRACT "A"

Witness, W. Thomas Grimm, as Chairman

Witness,

ACKNOWLEDGEMENT: State of Florida, County of Hillsborough

Notary Public, State of Florida at Large

Printed Name of Noten

Commission Expires:

SHEET 2 OF 7 SHEETS

EMERRITT, INC.
LAND BURVEYING & MAPPING
CARILLOR & CARGARGIAN INTO A CARGARGIAN INTO

E

Set freit extractive State of Same of TRANS TO STATE No THATS TO HAT TYPICAL SIDE LOT LINE LOCATION SEAWALL AND SEAWALL CAP (NOT TO SCALE) SEAWALL DETAIL DBYNYCE EVENENT NYMULHYNCE PAD 0'00, (CDD) SEYNYTT WETLAND RESERVATION AREA - FOL TIME CAP

TRACT DESIGNATION TABLE

TRACT "A" (CDD) RIGHT-OF-WAY 1.498 AC.±	TRACT	DESIGNATION	ACREAGE
	TRACT "A"		1,498 Ac.±

PARALLEL OFFSET DIMENSIONS NOTE:

,s·z--

-,5

ACKNOWLEDGEMENT: State of Florida, County of Hilsborough

Printed Name of Notary

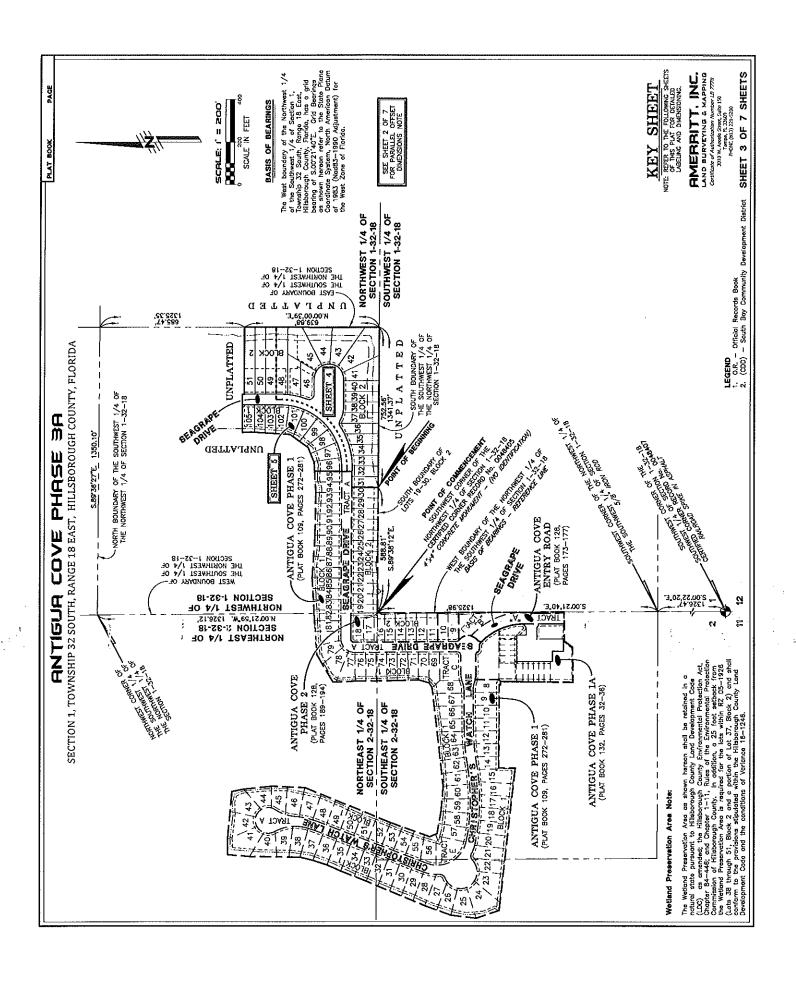
LEGEND

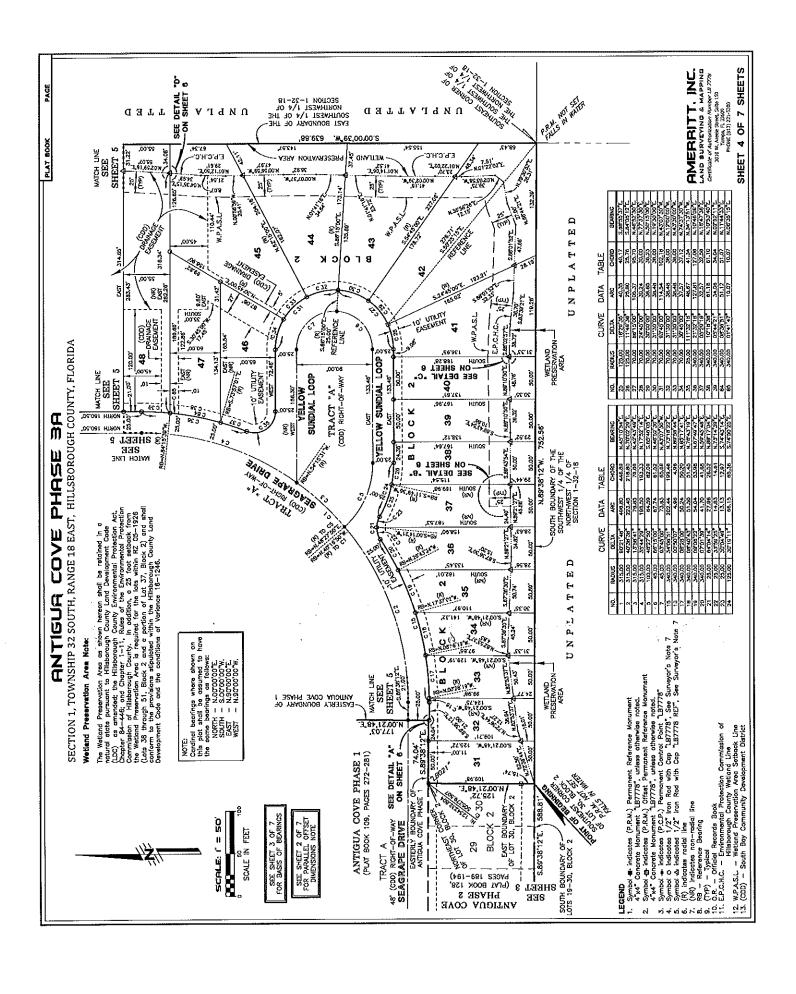
1. E.P.C.H.C. - Environmental Protection Commission of
Hillsborough County Wetland Line
R. (CDD) - South Bay Community Development District

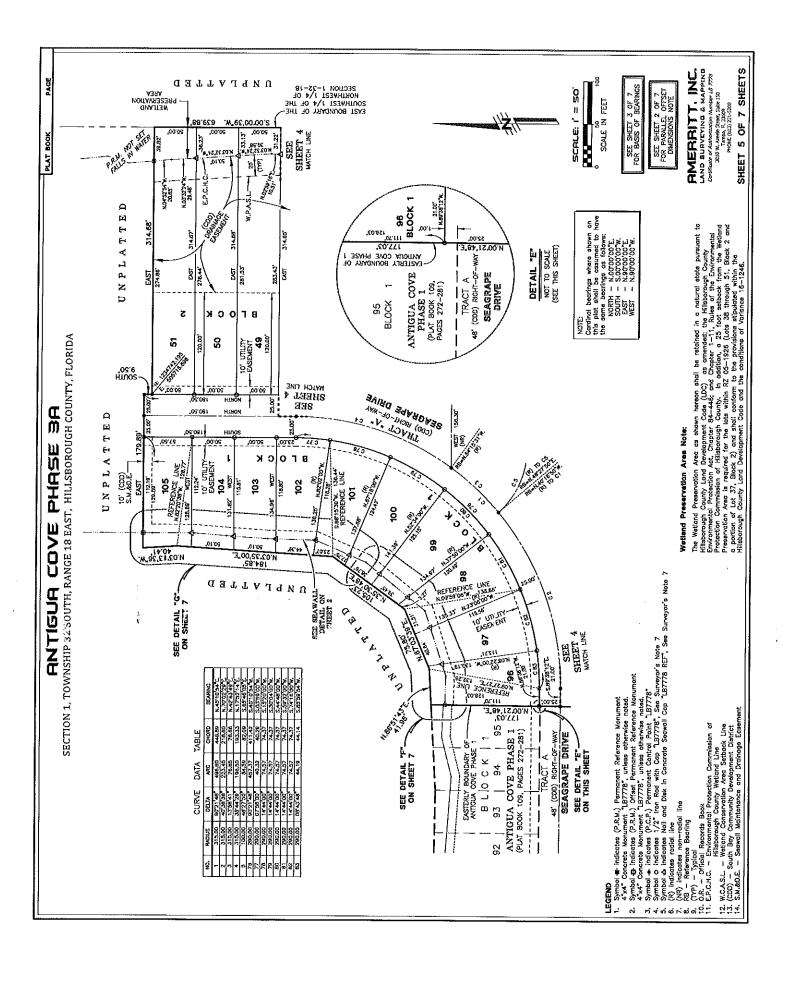
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Notary Public, State of Fibrida at Large

My Commission Number:



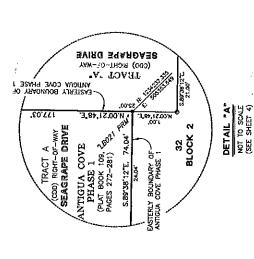


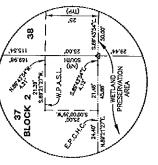


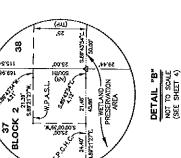
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PLAT BOOK

SECTION 1, TOWNSHIP 32 SOUTH, RANGE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA



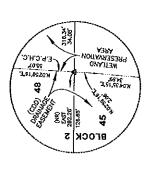




NOTE:
Cardinal bearings where abown on
this plot shall be assumed to have
the same bearings are afollows:
NORTH - NOTOCOONE.
SOUTH - S.GOTOCOONE.
ENST - NSOCOONE.
WEST - NSOCOONE.

SEE SHEET 2 OF 7 FOR PARALLEL OFFSET DIMENSIONS NOTE

SEE SHEET 3 OF FOR BASIS OF BEARI



-E.P.C.H.C.

48.76° N.39710'30"E.

DO DO A 166.55 N DO 166.55 N

ob Profitsier

72

WETLAND PRESERVATION -AREA

DETAIL "C"
NOT TO SCALE
(SEE SHEET 4)

- 1. Symbol Indicates (P.R.M.) Permanent Reference Monument 4 VAC Concrete Monument "LB7778", unless otherwise noted.
 2. Symbol Indicates (P.R.M.) Offset Permanent Reference Monument 4 VAC Concrete Monument "LB7778", unless otherwise noted.
 3. Symbol Indicates (P.C.P.) Permanent Control Point "LB7778".
 5. Symbol O indicates 1/2" Iron Red with Cap "LB7778". See Surveyor's Note 7 S. Symbol & indicates radiol line
 7. (N) indicates radiol line
 8. RB Reference Basing Basing 19. (TN) Typical 10. RB Reference Basing 10. (RB Official Records Back)
 10. 0.R. Official Records Back
 11. E.P.C.H.C. Environmental Protection Commission of Finite Finite 11. E.P.C.H.C. Environmental Protection Commission of Finite 11. E.P.C.H.C. Environmental Finite 11. E.P.C.H.C. En

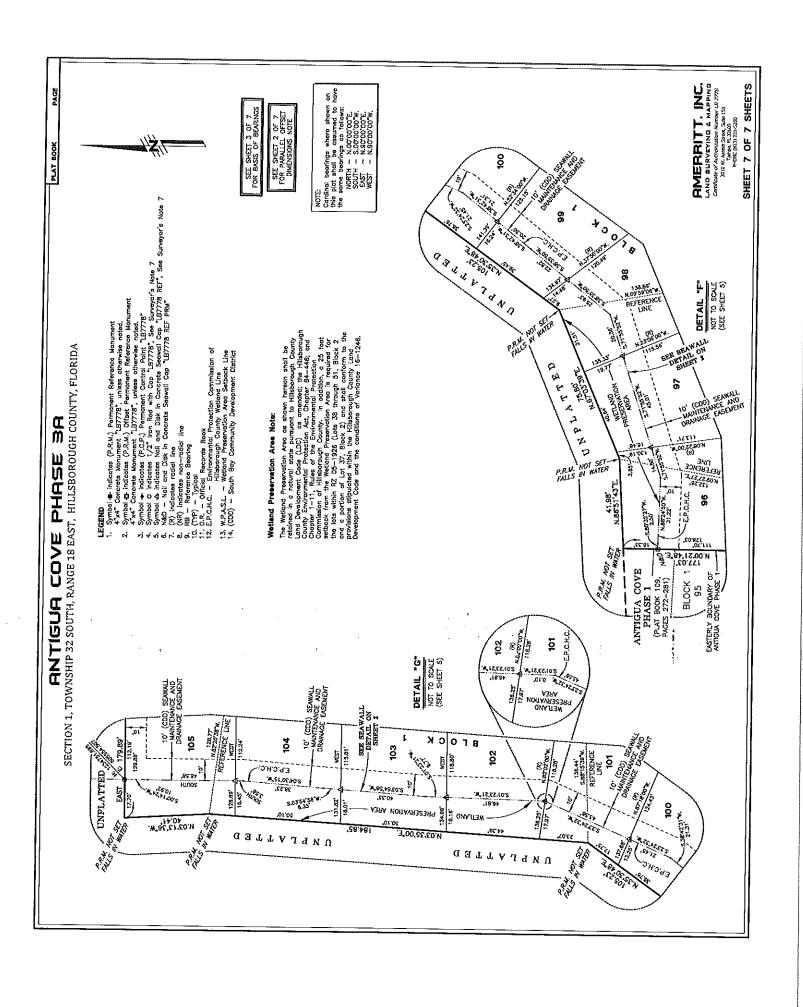
- 10. O.R. '- Official Records Book 11. E.P.C.H.C. Environmental Potestion Commission of 12. W.P.A.S.L. Hillsborugh County Welsend Line 12. W.P.A.S.L. Worldon Presswordton Ause Sathcet Line 13. (CDD) South Boy Community Development District

Wetland Preservation Area Note:

The Wetland Preservation Area as shown hereon shall be retained in a natural state pursuant to Hillsborough Courty, Land Development Code (LO), as amended, the Hillsborough County Environmental Protection Act. Chopter 84–445, and Chaster 1-11. Rules of the Environmental Protection Commission of Hillsborough County, in addition, a 25 feet selback from the Wetland Preservation Area is required for the ists within RZ GeZ-1855 (Loss 28 through 2). Block 2 and a partion of Lot 37, Block 2, and shall conform to the provisions at pullipse within the Hillsborough County Land Development Code and the canditions of Versiones 16–1246.

HMERRITT. INC. LAND BURVEYING & MAPPING CONFLORD & AMERICANO MARKET 13779 3010 W. AVER & STORY TO FROM A 1321 1320 PROFERRY JOHN 221-2200

SHEET 6 OF 7 SHEETS





Certificate of School Concurrency

Project Information

Project Name	Little Harbor Phase 3
Jurisdiction	Hillsborough County
HCPS Project Number	385
Date/Time application deemed complete	August 9, 2016
Jurisdiction Project Number	3426
Parcel ID Number	031567.0000
Project Location	Shell Point Rd. and 32 nd St. NE
Number of Dwelling Units	74
Housing Type	Single Family Detached
Applicant	Len-Little Harbor, LLC

School Type	Elementary	Middle	High	Total Capacity Reserved
Students Generated	14	9	10	33

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency and the Public School Facilities and related Elements of the Comprehensive Plan.

Lorraine Duffy Suarez, AICP

General Manager

Growth Management & Planning

August 25, 2016

Date Issued