SUBJECT:

Leisey Subdivision Phase 3A

**DEPARTMENT:** 

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

**BOARD DATE:** 

February 9, 2021 Lee Ann Kennedy

CONTACT:

### **RECOMMENDATION:**

Accept the plat for recording for Leisey Subdivision Phase 3A, located in Section 33, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and reclaimed water) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$381,184.00, a Warranty Bond in the amount of \$30,494.72, 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 \$6,250.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

### **BACKGROUND:**

On March 5, 2020, Permission to Construct Prior to Platting was issued for Leisey Subdivision Phase 3A. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is CalAtlantic Group, Inc and the engineer is Hamilton Engineering & Surveying, Inc.

Leisey Phase 3A



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

This Agreement is made and entered into thisday of, 20, by and between <u>CalAtlantic Group, Inc.</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, 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 Hillsboroug County, Florida, for approval and recordation, a plat of a subdivision known as <u>Leisey Subdivision Phase 3A</u> ; and
WHEREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved and recorded until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WHEREAS, the improvements required by the LDC in the subdivision known as <u>Leisey Subdivision Phase 3A</u> are to be installed after recordation of said plat under guarantees posted with the County; and
WHEREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Development Services Department drawings, plans, specifications and other information relating to the construction, of roads, streets, grading, sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and rights-of-way as shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the County; and
WHEREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the improvement for maintenance as listed below and identified as applicable to this project:
X       Roads/Streets       X       Water Mains/Services       X       Stormwater Drainage Systems         X       Sanitary Gravity Sewer System       Sanitary Sewer Distribution System       Bridges         X       Reclaimed Water Mains/Services       Sidewalks       Other:         and
WHEREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and
WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of

said warranty and obligation to repair.

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

- 1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as

Lesiey Subdivision Phase 3A Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 4 below, roads, streets, grading, sidewalks, bridges, stormwater drainage systems, water, wastewater and reclaimed water systems to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

- 3. The Subdivider agrees to warranty all improvement facilities located in <u>Leisey Subdivision Phase 3A</u> subdivision against failure, deterioration or damage resulting from defects in workmanship and paterials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
- 4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:

a.	Letters of Credit, number		
	number, d	ated	with
			by order
	of		
b.	A Performance Bond (No. 72BSBIL80 Principal, and Hartford Fire Insurance	063), dated <u>Dec 1, 2020</u> with <u>CalAtlantic</u> <u>Company</u> as Surety, and	Group, Inc. as
	A Warranty Bond (No. 72BSBIL8063 as Principal, and Hartford Fire Insuran	-M), dated <u>Dec. 1, 2020</u> with <u>CalAtlantic</u> ace Company as Surety, and	: Group, Inc.
c.	Cashier/Certified Checks, number	, dated	and
	number, d	ated	, which shall
	be deposited by the County into a non-	interest-bearing escrow account upon received by the County pursuant to this Agre	ceipt. No interest shall

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

- 5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
- 6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.

- 7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
- 9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as <u>Leisey Subdivision 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 Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
- 12. In the event that the improvement facilities are completed prior to the end of the Six (6) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty, instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
- 13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
- 14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

Witness' Signature (Signed before a Notary Public and 2 Witnesses)  Printed Name of Witness  Witness' Signature  Witness' Signature  Printed Name of Witness  NOTARY PUBLIC Phone Number of Signer  CORPORATE SEAL (When Appropriate)	SUBDIVIDER:  By:
ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT  By: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS  By: Chairman

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

Approved as to Form and Legal Sufficiency

CORPORATE ACKNOWLEDGMENT:
STATE OF Florida
COUNTY OF HILBORUAN
The foregoing instrument was acknowledged before me this day of, and
respectively President and Outhon Feed Ogent of Lennor Homes LCC.
Inc., a corporation under the laws of the state of on behalf of the
corporation. He and/or she is personally known to me or has produced
as identification and did take an oath.
NOTARY PUBLIC:
Sign (Seal)
Print: histine canano
Title or Rank: Notary Public State of Florida Kristine Canario
Serial Number, if any:    Serial Number   Seri
My Commission Expires: 03 25 22
INDIVIDUAL ACKNOWLEDGMENT:
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of, 20, by, who is personally known to me or who has produced
who is personally known to me or who has producedas identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print:
Title or Rank:
Serial Number, if any:
My Commission Expires:

### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>CalAtlantic Group, Inc.</u> called the Principal, and <u>Hartford Fire 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>Three Hundred Eighty One</u> <u>Thousand One Hundred Eighty Four Dollars and Zero Cents</u> (\$381,184.00) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has filed with the Development Review Division of Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction of water, wastewater, reclaimed water, street, drainage 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

Bond No. 72BSBIL8063

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as <a href="Leisey Subdivision Phase 3A">Leisey Subdivision Phase 3A</a> subdivision all, roads, drainage, water and wastewater & reclaimed water and other necessary facilities, to be built and constructed in conjunction with 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 six (6) 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 September 9, 2021.

SIGNED, SEALED AND DATED this $1^{st}$ day of $1^{st}$	December, 20 <u>20</u> .
ATTEST:	CalAtlantic Group, Inc., a Delaware Corporation
Brefe Bauers	BY:(SEAL)
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Mechelle Larkin, Witness	My Hua, ATTORNEY-IN-FACT (SEAL)
APPROVED BY COUNTY ATTORNEY  Approved as to form and Legal Sufficiency	
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
	of CalAtlantic Group, Inc He/she is personally
known to me or has produced	as identification.  NOTARY PUBLIC
My Commission Expires: April 21, 2021 My Commission Number: 6607910	Knisten Joseph

KRISTEN JOSEPH
Commission # GG 077910
Expires April 21, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Direct Inquiries/Claims to:

# OWER OF ATTORNEY

THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-180287

Agency Name: MARSH RISK & INSURANCE SERVICES

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

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

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

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

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



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

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

CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as 9EC 0 1 2020 Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

### WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>CalAtlantic Group, Inc.</u> called the Principal and <u>Hartford Fire 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>Thirty</u> Thousand Four Hundred Ninety Four Dollars and Seventy Two Cents (\$30,494.72) 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 the Hillsborough County Land Development Code, Ordinance 92-05, as amended, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater & reclaimed water) for maintenance in connection with the approved platted subdivision known as <u>Leisey Subdivision</u>

Phase 3A; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater & reclaimed water) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting such improvements for a definite period of time in an amount as agreed to by the Board of County Commissioners of Hillsborough County and the Principal; 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 warranting the above-described

WHEREAS, the terms of said Subdivider's Agreement, which are by reference, incorporated into and made a part of this Warranty Bond, provide that the Principal shall warrant the above-described improvements for a period of two (2) years.

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

- A. If the Principal shall warrant for a period of two (2) years following the date of acceptance of the roads, drainage, water and wastewater, reclaimed water facilities for maintenance by the Board of County Commissioners of Hillsborough County, in conjunction with the approved platted subdivision known as <u>Leisey Subdivision Phase 3A</u>, 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 September 9, 2023.

# SIGNED, SEALED AND DATED this $1^{st}$ day of December, 2020.

ATTEST:	CalAtlantic Group, Inc., a Delaware Corporation
Thethe Bayers	BY. PRINCIPAL (SEAL)
	Hartford Fire Insurance Company
ATTEST:	SURETY (SEAL)
Mechelle Larkin, Witness	My Hua, ATTORNEY-IN-FACT (SEAL)
ANAROMAN I	BY COUNTY AUTORNEY
BYLL	For and Legal Sufficiency
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby acknowledged	before me this day of,
20 20, by Marvin L. Methery Jr as	Vice President of CalAtlantic Group, Inc
He/she is personally known to me or has produced	as identification.
	NOTARY PUBLIC
My Commission Expires: April 21, 2021 My Commission Number: 4077910	Knoten Joseph
	KRISTEN JOSEPH Commission # GG 077910 Expires April 21, 2021 Bonded Thru Troy Fain Insurance 800-385-7019

# POWER OF ATTORNEY

THE HARTFORD BOND, T-12 One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES Agency Code: 72-180287

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

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

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

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

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



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

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

Kathleen T. Maynard

Kathleen T. Maynard Notary Public My Commission Expires July 31, 2021

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

















Kevin Heckman, Assistant Vice President

### LEISEY SUBDIVISION

### **Phase 3A Construction**

### PERFORMANCE BOND ESTIMATE

PAVING	\$ 86,748.80
STORM DRAINAGE	\$ 113,072.05
SANITARY SEWER COLLECTION SYSTEM:	\$ 30,792.15
WATER DISTRIBUTION SYSTEM:	\$ 43,080.75
RECLAIM DISTRIBUTION SYSTEM:	\$ 31,253.45
TOTAL:	\$ 304,947.20
125% PERFORMANCE BOND AMOUNT:	\$ 381,184.00

No 61636

\*
STATE OF

STATE OF

SS/ON ALE

Lucas Carlo, P.B. Hilling 1997
Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, Inc. LB# 8474

### **PAVING**

Item			Estimated	Unit	Total
No.	Description	Unit	Quantity	Price	 Amount
1 1/2" T	YPE SP ASPHALT	SY	2,357	\$9.65	\$ 22,745.05
	SHED CONCRETE BASE	SY	2,357	\$11.30	\$ 26,634.10
	ABILIZED SUBGRADE (LBR-40)	SY	2,357	\$4.65	\$ 10,960.05
MIAMI	•	LF	2,032	\$10.30	\$ 20,929.60
5' ADA	HANDICAPPED RAMP	EA	4	\$945.00	\$ 3,780.00
SIGNA	GE & STRIPING	LS	1	\$1,700.00	\$ 1,700.00
			_	TOTAL	\$ 86,748.80

### STORM DRAINAGE SYSTEM

Item		Estimated	Unit		Total
No. Description	Unit	Quantity	Price		Amount
18" CLASS III RCP STORM	LF	473	\$36.00	\$	17,028.00
24" CLASS III RCP STORM	LF	463	\$48.15	\$	22,293.45
30" CLASS III RCP STORM	LF	217	\$65.55	\$	14,224.35
12" x 18" CLASS III ERCP STORM	LF	0	\$42.65	\$	-
HILLS, CO. TYPE 1 CURB INLET	EACH	8	\$3,900.00	\$	31,200.00
TYPE P MANHOLE	EACH	1	\$2,450.00	\$	2,450.00
CONTROL STRUCTURE TYPE E	EACH	1	\$7,150.00	\$	7,150.00
24" RCP MES	EACH	1	\$1,650.00	\$	1,650.00
30" RCP MES	EACH	1	\$2,700.00	\$	2,700.00
RIP RAP @ END SECTION	EACH	2	\$560.00	\$	1,120.00
6" UNDERDRAIN (FINE AGGREGATE)	LF	875	\$13.35	\$	11,681.25
UNDERDRAIN CLEANOUT	EACH	7	\$225.00	\$	1,575.00
			TOTAL	_\$	113,072.05

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Amount
	C (0-6' CUT)	LF	51	\$15.55	\$ 793.05
	C (6'-8' CUT)	ĽF	356	\$16.60	\$ 5,909.60
	C (8'-10' CUT)	LF	105	\$17.90	\$ 1,879.50
	C (10'-12' CUT)	LF	100	\$19.55	\$ 1,955.00
	C C900 DR18 (12'-14' CUT)	LF	0	\$63.55	\$ -
	TARY MANHOLE (0'-6' CUT)	EACH	0	\$2,950.00	\$ -
SANI	TARY MANHOLE (6'-8' CUT)	EACH	1	\$2,950.00	\$ 2,950.00
	TARY MANHOLE (8'-10' CUT)	EACH	2	\$3,400.00	\$ 6,800.00
	LE SERVICE	EACH	4	\$635.00	\$ 2,540.00
DOU	BLE SERVICE	EACH	9	\$885.00	\$ 7,965.00
				TOTAL	\$ 30,792.15

WATER DISTRIBUTION SYSTEM

Item			Estimated	Unit		Total
No.	Description	Unit	Quantity	Price		Amount
4" PVC WATER MA	JIN (DR 18)	LF	0	\$9.85	\$	<u>.</u>
6" PVC WATER MA	,	LF	1113	\$12.75	- \$	14,190.75
4" GATE VALVE AS	•	EACH	0	\$810.00	\$	
6" GATE VALVE AS	SSEMBLY	EACH	5	\$950.00	\$	4,750.00
4" MJ BEND		EACH	0	\$165.00	\$	
6" MJ BEND		EACH	6	\$195.00	\$	1,170.00
6" MJ TEE		EACH	1	\$210.00	\$	210.00
6" MJ REDUCER		EACH	0	\$180.00	\$	-
FIRE HYDRANT AS	SSEMBLY	EACH	2	\$4,300.00	\$	8,600.00
SINGLE SERVICE	SHORT	EACH	25	\$330.00	\$	8,250.00
SINGLE SERVICE	LONG	EACH	13	\$400.00	\$	5,200.00
TEMPORARY BLO	WOFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
				TOTAL	\$	43,080.75

RECLAIM DISTRIBUTION SYSTEM

Item			Estimated	Unit		Total
No.	Description	Unit	Quantity	Price	Amount	
	4" PVC RECLAIMED MAIN (DR 18)	LF	1,031	\$9.95	\$	10,258.45
	4" GATE VALVE ASSEMBLY	EACH	4	\$780.00	\$	3,120.00
	4" MJ BEND	EACH	5	\$160.00	\$	800.00
	4" MJ TEE	EACH	1	\$235.00	\$	235.00
	TEMPORARY BLOWOFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
	SINGLE SERVICE SHORT	EACH	14	\$340.00	-\$	4,760.00
	SINGLE SERVICE LONG	EACH	26	\$410.00	\$	10,660.00
	TEMPORARY BLOW OFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
					\$	31,253.45

TOTAL

# LEISEY SUBDIVISION Phase 3A Construction WARRANTY BOND ESTIMATE

PAVING	\$ 86,748.80
STORM DRAINAGE	\$ 113,072.05
SANITARY SEWER COLLECTION SYSTEM:	\$ 30,792.15
WATER DISTRIBUTION SYSTEM:	\$ 43,080.75
RECLAIM DISTRIBUTION SYSTEM:	\$ 31,253.45
TOTAL:	\$ 304,947.20
10% WARRANTY BOND AMOUNT:	\$ 30,494.72



Florida Registered Professional Engineer #61636

Hamilton Engineering and Surveying, Inc. LB# 8474

### **PAVING**

Item			Estimated	Unit	Total
No.	Description	Unit	Quantity	Price	 Amount
1 1/2" T\	PE SP ASPHALT	SY	2,357	\$9.65	\$ 22,745.05
6" CRUS	HED CONCRETE BASE	SY	2,357	\$11.30	\$ 26,634.10
12" STA	BILIZED SUBGRADE (LBR-40)	SY	2,357	\$4.65	\$ 10,960.05
MIAMI C	URB	LF	2,032	\$10.30	\$ 20,929.60
5' ADA F	IANDICAPPED RAMP	EA	4	\$945.00	\$ 3,780.00
SIGNAG	E & STRIPING	LS	1	\$1,700.00	\$ 1,700.00
			_	TOTAL	\$ 86,748.80

## STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Unit Price		Total Amount
			470	£20.00	ø	17,028.00
	S III RCP STORM	LF	473	\$36.00	\$	·
	S III RCP STORM	LF	463	\$48.15	\$	22,293.45
30" CLASS	S III RCP STORM	LF	217	\$65.55	\$	14,224.35
12" x 18" (	CLASS III ERCP STORM	LF	0	\$42.65	\$	-
HILLS, CC	). TYPE 1 CURB INLET	EACH	8	\$3,900.00	\$	31,200.00
TYPE P M	IANHOLE	EACH	1	\$2,450.00	\$	2,450.00
CONTRO	L STRUCTURE TYPE E	EACH	1	\$7,150.00	\$	7,150.00
24" RCP N	MES	EACH	1	\$1,650.00	\$	1,650.00
30" RCP N	MES	EACH	1	\$2,700.00	\$	2,700.00
RIP RAP (	@ END SECTION	EACH	2	\$560.00	\$	1,120.00
	RDRAIN (FINE AGGREGATE)	LF	875	\$13.35	\$	11,681.25
UNDERDI	RAIN CLEANOUT	EACH	7	\$225.00	\$	1,575.00
					<u>,</u>	
				TOTAL	\$	113,072.05

SANITARY SEWAGE COLLECTION SYSTEM

Item			Estimated	Unit	Total
No.	Description	Unit	Quantity	Price	 Amount
	8" PVC (0-6' CUT)	LF	51	\$15.55	\$ 793.05
	B" PVC (6'-8' CUT)	LF	356	\$16.60	\$ 5,909.60
	8" PVC (8'-10' CUT)	LF	105	\$17.90	\$ 1,879.50
	8" PVC (10'-12' CUT)	LF	100	\$19.55	\$ 1,955.00
	B" PVC C900 DR18 (12'-14' CUT)	LF	0	\$63.55	\$ -
	SANITARY MANHOLE (0'-6' CUT)	EACH	0	\$2,950.00	\$ -
	SANITARY MANHOLE (6'-8' CUT)	EACH	1	\$2,950.00	\$ 2,950.00
	SANITARY MANHOLE (8'-10' CUT)	EACH	2	\$3,400.00	\$ 6,800.00
	SINGLE SERVICE	EACH	4	\$635.00	\$ 2,540.00
(	DOUBLE SERVICE	EACH	9	\$885.00	\$ 7,965.00
				TOTAL	\$ 30,792.15

WATER DISTRIBUTION SYSTEM

Item			Estimated	Unit		Total
No.	Description	Unit	Quantity	Price	<u> </u>	Amount
/" D\/C	WATER MAIN (DR 18)	LF	0	\$9.85	\$	_
	WATER MAIN (DR 18)	LF	1113	\$12.75	\$	14,190.75
	E VALVE ASSEMBLY	EACH	0	\$810.00	\$	
6" GAT	E VALVE ASSEMBLY	EACH	5	\$950.00	\$	4,750.00
4" MJ E	BEND	EACH	0	\$165.00	\$	-
6" MJ E	BEND	EACH	6	\$195.00	\$	1,170.00
6" MJ T	EE	EACH	1	\$210.00	\$	210.00
6" MJ F	REDUCER	EACH	0	\$180.00	\$	-
FIRE H	YDRANT ASSEMBLY	EACH	2	\$4,300.00	\$	8,600.00
SINGLI	E SERVICE SHORT	EACH	25	\$330.00	\$	8,250.00
SINGLI	E SERVICE LONG	EACH	13	\$400.00	\$	5,200.00
TEMPO	DRARY BLOWOFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
				TOTAL	\$	43,080.75

RECLAIM DISTRIBUTION SYSTEM

Item			Estimated	Unit		Total
No.	<u>Description</u>	Unit	Quantity	Price		Amount
<b>⊿</b> " F	PVC RECLAIMED MAIN (DR 18)	LF	1,031	\$9.95	<b>e</b> r	10 259 45
	GATE VALVE ASSEMBLY	EACH	4	\$780.00	\$	10,258.45 3,120.00
	/J BEND	EACH	5	\$160.00	\$	800.00
4" N	AJ TEE	EACH	1	\$235.00	\$	235.00
TEN	MPORARY BLOWOFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
SIN	GLE SERVICE SHORT	EACH	14	\$340.00	\$	4,760.00
	GLE SERVICE LONG	EACH	26	\$410.00	\$	10,660.00
TEN	MPORARY BLOW OFF ASSEMBLY	EACH	1	\$710.00	\$	710.00
				TOTAL	\$	31,253.45

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

This Agreement	is made and entered into this	day of	, 20,	, by and l	oetween
CalAtlantic Group, Inc.	hereinafter referred to as "S	ubdivider", and Hill	lsborough	County,	a political
subdivision of the State	of Florida, hereinafter referre	ed to as "County".			

### Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as Leisey Subdivision Phase 3A; 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 <u>Leisey</u> <u>Subdivision Phase 3A</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

- 1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as Leisey Subdivision Phase 3A within Six (6) 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.	hereby	e Subdivider agrees to, and in accordance with the requirements of the LDC does reby deliver to the County an instrument ensuring the performance of the obligations			
	describ	ped in paragraph 2, above, specifically identified as:			
	a.	Letter of Credit, number dated:, with, by order of, or			
	b.	A Performance Bond (No. 72BSBIL8064), dated Dec 1, 2020, with CalAtlantic Group, Inc. as Principal, and Hartford Fire Insurance Company as Surety, or			
	c.	Escrow Agreement, dated, between and the County, or			
	d.	Cashier/Certified Check, number, dated, which shall be deposited by the County into 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.			
_		of credit, performance bonds, escrow agreements, or cashier/certified checks and by reference made a part hereof.			
4.	"Subdi lot corn instrum in the f	the Subdivider seek and the County grant, pursuant to the terms contained in the vision Regulations," an extension of the time period established for installation of ners described in paragraph 2, the Subdivider shall provide the County with an nent ensuring the completion within the extended period. The instrument shall be form of a letter of credit, performance bond, escrow agreement, or //certified check as required by the LDC.			
5.	agreem of insta surveyi direct of Subdiv	event the Subdivider shall fail or neglect to fulfill his obligations under this tent and as required by the LDC, the Subdivider shall be liable to pay for the cost allation of the lot corners to the final total cost including, but not limited to, ing, engineering, legal and contingent costs, together with any damages, either or consequential, which the County may sustain as a result of the failure of the ider to carry out and execute all of the provisions of this Agreement and the ons of the LDC.			

6.

therein.

7. If any article, section, clause or provision of this agreement may be deemed or held

The County agrees, pursuant to the terms contained in the LDC to record the plat of the

subdivision known as Leisey Subdivision Phase 3A at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed

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 execute	ed these presents, this 2000 day of NN., 2000.
Witness' Signature (Signed before a Notary Public and 2 Witnesses)  Printed Name of Witness  Witness' Signature  Printed Name of Witness	SUBDIVIDER: CalAtlantic Group, Inc.  By:  Authorized Corporate Officer or Individual  Particle  Historized Agent  Title  460 W. Cyeness St., STC 30, Tamer, Fa 33607  Address of Signer  813-574-5722  Phone Number of Signer
CORPORATE SEAL (When Appropriate)	1 none runner of Signer
STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument is hereby acknowledged before	me this day of NOVEMBER, 2020, by of CalAtlantic Group, Inc. He'she is personally known to me fication.  NOTARY PUBLIC  Print Name  Notary Public State of Florida Kristine Canario My Commission GG 185671  Expires 03/25/2022
ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT  By: Deputy Clerk	BOARD OF COUNTY COMMISSIONERS  By: Chairman
Subdivider Agreement for Performance - Placement of Lot Corners.doc	APT CONTROL OF SURE SURFICIENCY

### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we <u>CalAtlantic Group</u>, <u>Inc.</u> called the Principal, and <u>Hartford Fire 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>Six Thousand Two Hundred Fifty dollars and Zero cents</u> (\$6,250.00) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, the lot corners required by Florida Statutes in the subdivision known as <u>Leisey</u>

<u>Subdivision Phase 3A</u> are to be installed after recordation of said plat under guarantees posted with the County; and

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

Bond No. 72BSBIL8064

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Leisey Subdivision Phase 3A 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 six (6) 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 September 9, 2021.

# SIGNED, SEALED AND DATED this $1^{st}$ day of December, 2020.

ATTEST:	Cal Atlantic Group, Inc., a Delaware Corporation
	BY:
Julk Jauges	PRINCIPAL (SEAL)
	Hartford Fire Insurance Company
	SURF/IY (SEAL)
ATTEST:	Marino
Mechelle Larkin, Witness	My Hua ATTORNEY-IN-FACT (SEAL)
	my and my
	3.9 A 2.7
8 50 V. ES	BY COUNTY ALTORNILY
GA DE Apparon de 153	o rougand Legal Sufficiency
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument is hereby as	cknowledged before me this day of as Vice President
	is personally known to me or has produced
as identif	fication.
	NOFARY PUBLIC
My Commission Expires: April 21, 2021 My Commission Number: 4607910	Kristen Joseph
	KRISTEN JOSEPH Commission # GG 077910 Expires April 21, 2021 Bonded Thru Troy Fain Insurance 800-385-7019

# POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD

**BOND, T-12** One Hartford Plaza Hartford, Connecticut 06155

Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES Agency Code: 72-180287

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Χ	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana

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

Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

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

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

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



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

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

Kathleen T. Maynard Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford. DEC 0 1 2020















Kevin Heckman, Assistant Vice President



3409 w. lemon street tampa, fl 33609 813.250.3535

TAMPA OFFICE ORLANDO OFFICE 775 warner lane orlando, fi 32803 407.362.5929

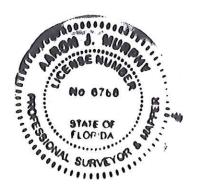
### LEISEY SUBDIVISION PHASE 3A

### SURVEYOR'S COST ESTIMATE FOR PLACEMENT OF LOT CORNERS AND PERMANENT CONTROL POINTS

Listed below is Hamilton Engineering and Surveying, Inc.'s certified estimate of cost for placement of Permanent Control Points and Lot Corners within the plat of Leisey Subdivision Phase 3A. This estimate is based on placement of this monumentation on a one-time bases and is issued for the purpose of bonding the monumentation.

40 Lots @ \$125.00 each = \$5,000.00 x 125% = \$6,250.00

Aaron J. Murphy, P.S.M. Vice President



# LEISEY SUBDIVISION PHASE 3A

SUBDIVISION LYING WITHIN SECTION 33, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBORDUGH COUNTY, FLORIDA

PLAT BOOK PAGE

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 31 SOUTH, PANCE 18 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POR A POINT OF ECONNING COMMENCE AT THE NORTHEAST CORNER OF TRACT B OF LIESEY SUBDROSONS IN PAGE 12 OF THE PRICE CHOCKES OF MILLISORISMUS COLONY, TO AND THE PAGE 10 OF THE PRICE CHOCKES OF MILLISORISMUS COLONY, TO AND THE PAGE 10 OF THE PRICE CHOCKES OF MILLISORISMUS COLONY, TO AND THE PAGE 10 OF THE PRICE CHOCKES OF MILLISORISMUS COLONY, TO AND THE PAGE 10 OF THE THE ABOVE PARCEL CONTAINING BOLDS ACRES, MORE OR LESS.

PLAT NOTES

1) BEARNES SHOWN HEREON ARE GRO BASED ON THE FLORICA WEST TRANSCREE HEREAGOR STATE THAT COORDINATE SYSTEM MADED AGTHL (2007 AUGUSTON), BEING THE WEST BOUNDARY OF THE CAST 1/2 OF SECTION 33 HAWNO A BEARING OF

i) this subdivision compans open space and other areas and existibitis which are nether owned nor mantained by hillsborough county.

N 0221736" E.

N 0221736" E.

SUEDMAND PUTE BY NO MONO REPREZION A DITEMMANDIN ON WHETHER 20 SUEDMAND PUTE BY NO MONO REPREZION AT DEPARMANDIN ON WHETHER 20 SUEDMAND NO REPREZION AT DEPARMAND SUEDMAND REPREZION AT DEPARMAND REPREZION AND MALL MONOR OF THE PUTE PLATE AND THE PUTE REPREZION AND MALL MONOR OF THE MONOR OF THE PUTE REPREZION AND MALL MONOR OF THE MONOR OF THE PUTE REPREZION AND MALL MONOR OF AND MALL MONOR OF THE MONOR

THE UNDESSORID, AS OWNER OF THE LAWS PLATTED HEREN DO HEREN DEDICATE THIS PLAT OF LESSEX EMBELSEN, DAYS, CAPIT-SO-FAME, AND DESCRIPTED DESCRIPTED ON THE PLAT AS "PUBLIC", THE UNDESSORIED DAYS TO BE PLAT AS "PUBLIC", THE UNDESSORIED DAYS THE PLAT AS "PUBLIC".

FEE INITIAEST IN TRACT A, IS, AND C ARE HEREFY RESERVED BY THE DAWNER FOR CONNECTIVACE TO A PROMOBENEED ASSOCIATION, AND ADMINISTRATION OF THE PROMOBEN ENTER OF CONTROL AND ADMINISTRATION OF THE PROMOBEN OF THE PARK OF THE AND ADMINISTRATION OF THE PARK OF THE PARK OF THE ADMINISTRATION OF THE ADMINISTRATION OF THE PARK OF THE ADMINISTRATION OWNERS RESIDENCE UNTO DISCLE, ITS RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS TRACT D FOR FUTURE CONCLUMENT. SAID TRACTS A. BI, AND C ARE SUBJECT TO ANY AND ALL EASDAENTS AND RICHTS—OF—WAY DEDICATED TO PUBLIC USE AS SHOWN ON THIS PLAT.

OWNER: CALATLANTIC GROUP, INC., A DELAWARE CORPORATION

OWNERS DO FURTHER DEDICATE TO THE PUBLIC IN GENERAL, ALL OF THE UTILITY EASEMENTS SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO. THE MANTENANCE OF OWNER-RESERVED TRACTS, AREAS, AND EASEMENTS RESERVED BY THE OWNER AS "PRIVATE" WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNS AND ITS SUCCESSORS IN TITLE.

ON MARVIN L METHENY, JR., VICE PRESIDENT

SSENIE

Print Name

Print Name

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

THE FORECOING INSTRUMENT WAS ACKNOWLEDGED BETORE HE BY MADING THE PROTECT PRESENCE AND LANGE MADING THIS THE DAY OF THE TOOL OF MADING MADINE TO CAMADIDITY THE DAY OF THE CODE SAME AND LANGE OF THE CODE SAME AND THE SAME FROM TO BE OR WAS PRODUCED THE CAMADITY AS DOMIFICATION.

BOARD OF COUNTY COMMISSIONERS THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

SERIAL NUMBER, IF APPLICABLE

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

CHAIRMAN

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I HERIEN CERTIFY THAT THIS SHEINWEION PLAT MICTE THE RECURDINDINS, IN PROBLEM PLAT HOSE MICH. SHEET FOR RECORD IN PLAT HOSE MICH. SHEET FOR MICH. OF THE PUBLIC RECORDS OF MICH. SHEET FOR MICH.

CLERK OF CIRCUIT COUR

ספשעווץ כנבונג

HILLSBOROUCH COUNTY

HILLSBOROUCH COUNTY & LAND ACQUISITION SERVICES DEPARTMENT,
ROUDEN DY,
ROUDEN DY,

THE PLAT HIS SIZEN REMIEWED IN ACCORDANCE WITH PLORIDA STATUTES, SECTION 1772/081 FOR CHAPTER CONFIDENTY. THE GEOMETRIC DATA HIS NOT BEEN VERNICE.

PLAT APPROVAL

L DAY OF 2020, TIME

CLERK FILE NUMBER

PREPARED BY:



SURVEYOR'S CERTIFICATE

I, ARON L, MERRY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREFY CERTIFY THAT THE PART WAS REPORTED UNDER AN ORDERON ON DEPORTED WHEN AND THE PART WAS REPORTED UNDER AN ORDERON AND DEPORTED WAS AN ORDERON O

Agron J. Murphy, PSM
rundry repressive support & waper fotol
hauton benetisher and support, inc.
compact of authorization in fotol
2009 w. Linno street
range, Toolina 30000
FXX (015) 250-2635

Date

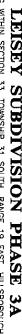
SHEET 1 OF 8

3400 W. LEMON STREET TAMPA, PL 33600

ENGINEERING & SURVEYING, INC

LB #701 3

TEL (813) 250-3535 FAX (813) 250-3636



PLAT BOOK

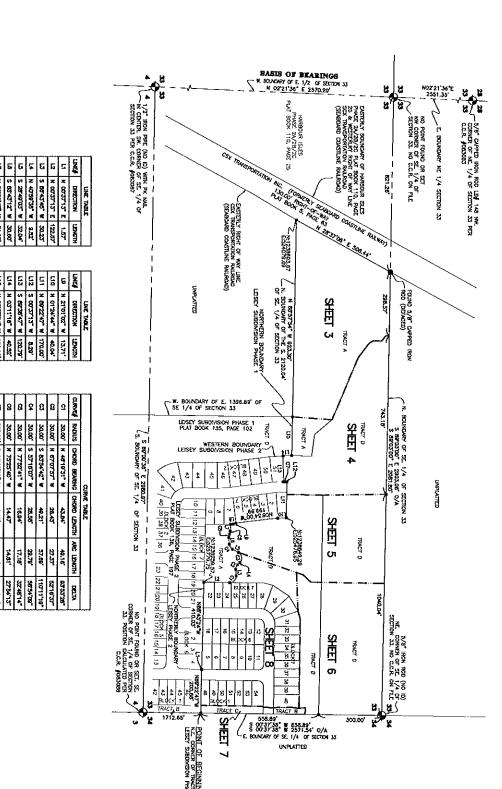
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8 ġ

A SUBDIVISION LYING WITHIN SECTION 33, TOWNSHIP 31 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

# BOUNDARY AND KEY SHEET



12 N 0073713" E 122,577
13 S 58\*43\*40" W 30,23\*
14 N 40758736" W 32,04\*
15 S 28\*43\*12" W 30,00"
15 N 88\*22\*47" W 31,03\*

88888

S 55716'07" W N 7732'41" W

28.45° 28.45° 28.21°

29.79° 14.01°

32'48'14" 27'84'13" 50,74,00, 11011710 03'53'25 621637 DELT'A

N 4819'31" W CHORD BEARING

27.37°

N 05"11"16" W 40.52" N 86"57"34" W 181.00"

525.00' S 00'06'00" W

00'37'13" E 1.57

PREPARED BY:

3400 W. LEMON STREET TAMPA, PL 33600

LB #701 3

TEL (813) 250-3535 FAX (813) 250-3636

ENGINEERING & SURVEYING, INC. HAMILTON

- (2) PACHE ME AND DES MANICON DE CONTROL DE

- EST (964) PERMANEN RETERENCE MONUMENT 47/4"
  CONCERTE MONUMENT LEFFOLS
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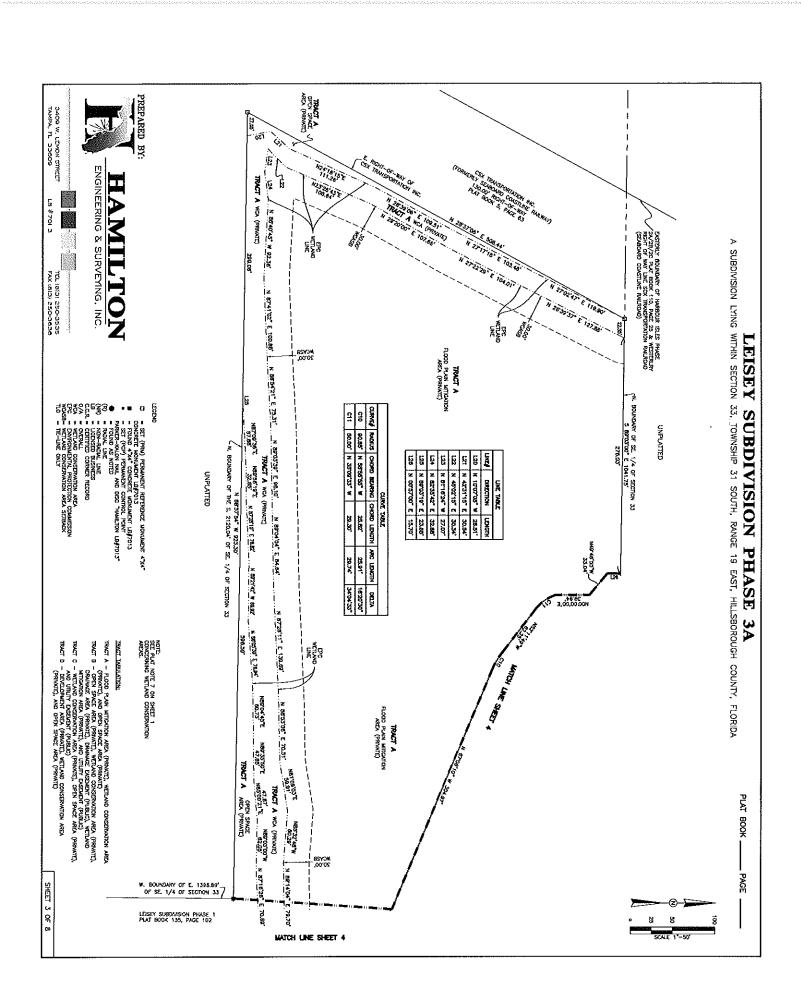
NOTE:
SEE PLAT NOTE 7 ON SHEET 1
CONCERNING WETLAND CONSERVATION
AREAS.

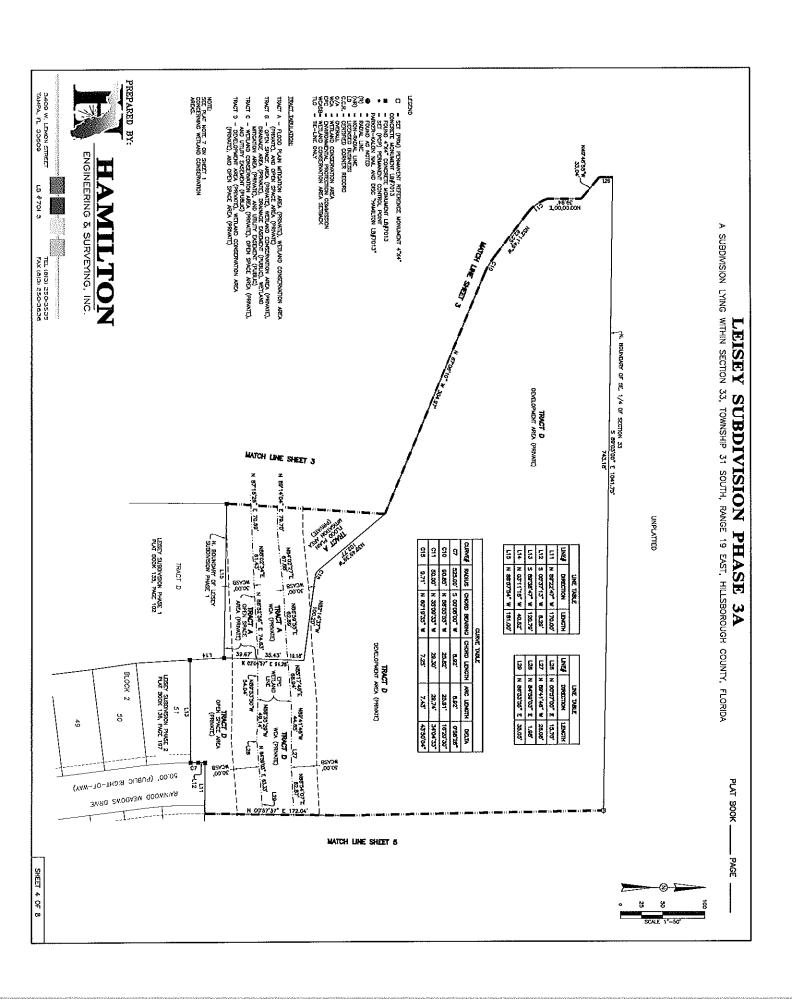
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- AREA (PRIVATE), WETLAND CONSERVATION AREA OPEN SPACE AREA (PRIVATE)

TRACT D -

SHEET 2 OF 8





# LEISEY SUBDIVISION PHASE 3A

PLAT BOOK |

PAGE

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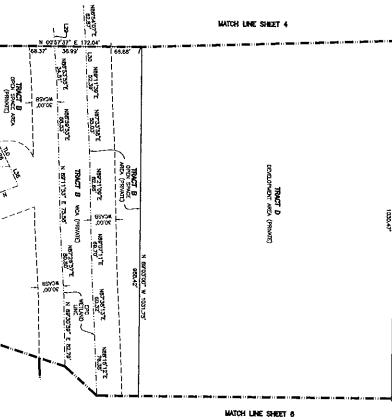
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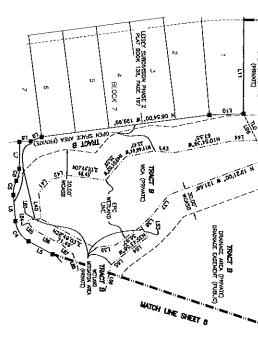
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PREPARED BY:

ENGINEERING & SURVEYING, INC

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VI.TBd

3400 W, LEMON STREET TAMPA, FL 33600

LD #701 3

TEL (813) 250-3535 FAX (813) 250-3636

NOTE:
SEE PLAT NOTE 7 ON SHEET 1
CONCERNING WETLAND CONSERVATION
AREAS.

TRACT A — FLOOD PANN MITCHATION AREA, (PRINKIT), METAND CONSERNATION AREA, (PRINKIT), AND DOME JANCE AREA, (PRINKIT), AND DOME JANCE AREA, (PRINKIT), AND DOME JANCE AREA, (PRINKIT), AND LONG CONSERVATION, AND LITTLY LOCALISM (PRINKIT), METAND CONSERVATION, AREA, (PRINKIT), DEN SEMEZ AREA (PRINKIT), AND LITTLY LOCALISM (PRINKIT), AND LITTLY LOCALISM AREA, (PRINKIT), AND LONGERMATION AREA.

- SET (PRM) PERMANENT REFERENCE MONUMENT 4"X4"
CONCRETE MONUMENT 1847013
- FRUND 4"X4" CONCRETE MONUMENT 1847013
- SET (GGP) PERMANENT CONTROL POINT

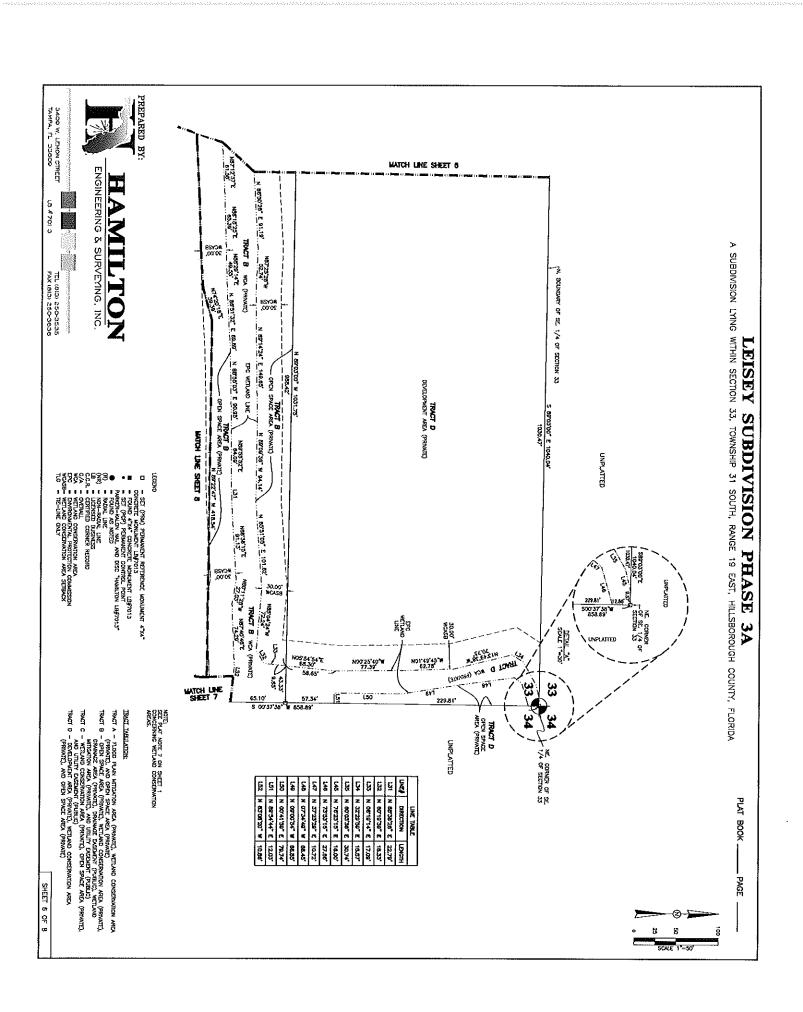
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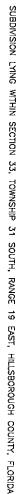
SHEET 5 OF 8

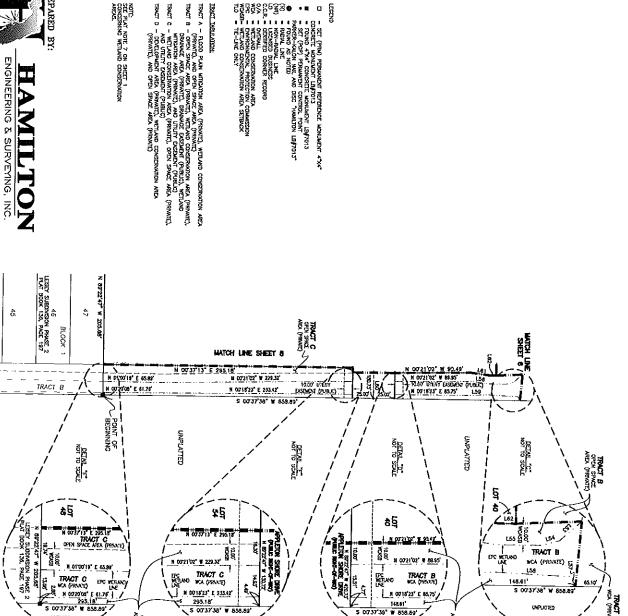




PLAT BOOK

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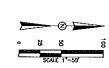
UNPLATED

OPEN SPACE AREA (PRIVATE)

TRACT TABULATION

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(PRM) PERMANDIT REFERENCE MONUMENT 4"X4"
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SHEET 7 OF 8

PREPARED BY:

NOTE: SEE PLAT NOTE 7 ON SHEET 1 CONCERNING WETLAND CONSCRIATION AREAS.

TRACT C OPEN SPACE AREA (PRIVATE)

INPLATED

LSS N 4945'1" W 1145' LS4 N 1446'00" W 6.42' LS5 N 0774'8" E 20.55' LS6 N 0774'8" E 5.03' LS6 N 0774'8" E 5.455' LS9 N 0775'8" W 22.456' LS9 N 0774'8" E 21.53' LS9 N 0774'8" E 77.76'

UNPLUTTED

DAGO W. LEMON STREET TAMPA, FL DOGGO

LB #701 3

TEL (8)3) 250-3535 FAX (8)3) 250-3636

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UNPLATTED

