

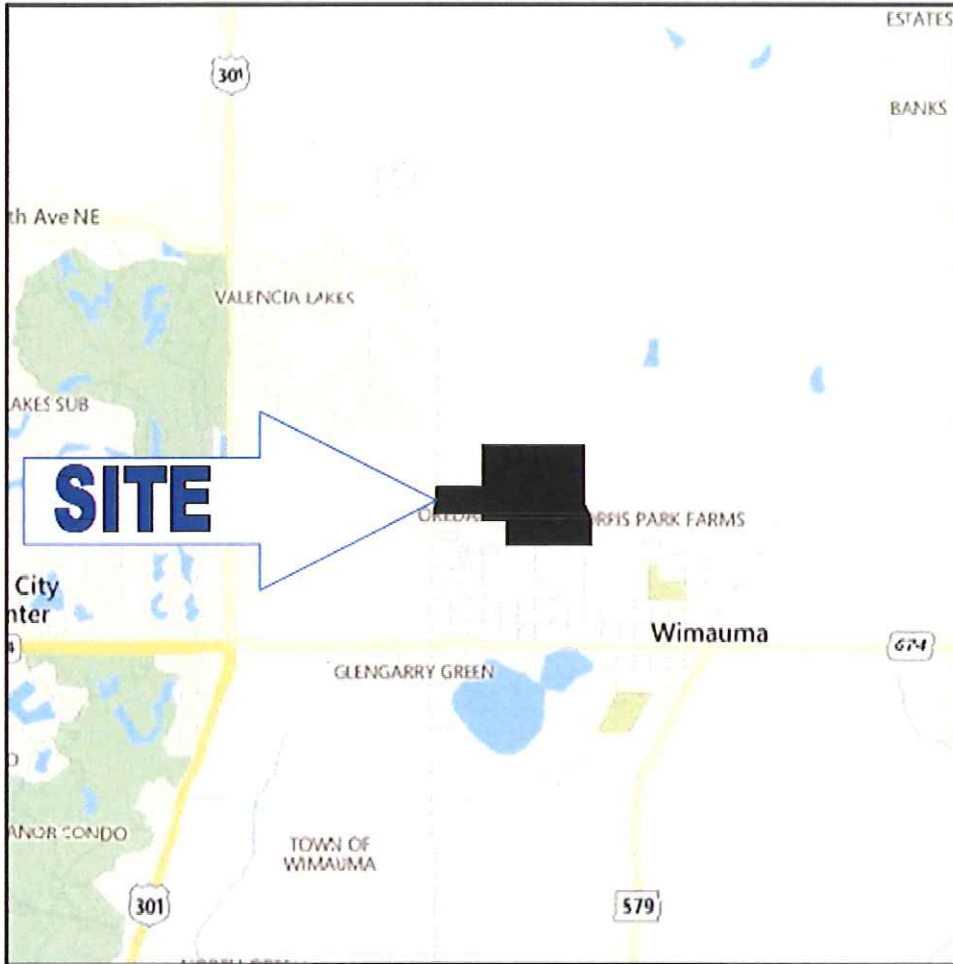
SUBJECT: Creek Preserve Phase 9
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: May 11, 2021
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Creek Preserve Phase 9, located in Section 04, Township 32, and Range 20, 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 \$78,791.25, a Warranty Bond in the amount of \$39,386.41, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$4,750.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On November 17, 2020, Permission to Construct Prior to Platting was issued for Creek Preserve Phase 9. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is D.R. Horton, Inc. and the engineer is Ardurra.



LOCATION MAP

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

This Agreement is made and entered into this _____ day of _____, 2021, by and between **D.R. Horton, Inc.** hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **Creek Preserve Phase 9**; 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 **Creek Preserve Phase 9**, 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 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 improvements as listed below and identified as applicable to this project:

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

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:

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

_____ and

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 **Creek Preserve Phase 9** 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 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 Services Department by the Subdivider.
3. The Subdivider agrees to warranty all improvement facilities located in **Creek Preserve Phase 9** subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
 - a. Letters of Credit, number _____, dated _____, and number _____, dated _____ with _____ by order of _____,
 - b. A Performance Bond, dated _____ with _____ as Principal, and _____ as Surety, and
A Warranty Bond, dated _____ with _____ as Principal, and _____ as Surety, and
 - c. Cashier/Certified Checks, number _____, dated _____ and number _____, dated _____, which shall be deposited by the County into an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

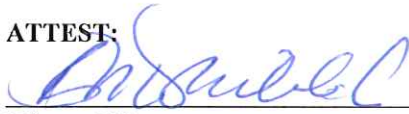
Copies of said letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

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 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 **Creek Preserve Phase 9** 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
 - b. Acknowledgement by the Planning and Growth Management 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 Twelve (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 these parties. It shall not be modified or altered except in writing signed by the parties.


IN WITNESS WHEREOF, the parties hereto have executed these presents, this 19th day of April, 20 21.

ATTEST:


Witness' Signature

Brian M. Mihelich

Printed Name of Witness



Witness' Signature

Angela M. Mathews


Printed Name of Witness

NOTARY PUBLIC

CORPORATE SEAL (When Appropriate)

ATTEST:
HILLSBOROUGH COUNTY
CINDY STUART, CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:
By: 

Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)

Darren Saltzberg

Name (typed, printed or stamped)

Vice President

Title

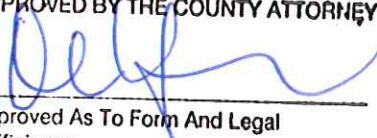
18602 Telecom Drive
Tampa, FL 33637

Address of Signer

813-549-1935

Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
By: _____
Chairman

APPROVED BY THE COUNTY ATTORNEY

BY _____
Approved As To Form And Legal
Sufficiency.

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of April, 2021, by Darren Saitzberg of D.R. Horton, Inc. a Delaware corporation, on behalf of the corporation.

He and/or she is personally known to me or has produced _____ as identification

NOTARY PUBLIC:

Sign: Michelle M Guerrier (Seal)

Print: Michelle M Guerrier

Title or Rank: Notary Public

Serial Number, if any: _____

My Commission Expires: 05/06/2024



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND

Bond No. LICX1204159

KNOW ALL MEN BY THESE PRESENTS, that We, D.R. Horton, Inc., called the Principal, and Lexon Insurance Company, called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Seventy Eight Thousand Seven Hundred Ninety One and 25/100 (\$78,791.25) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

WHEREAS, said improvements are to be built and constructed in the

aforementioned platted area; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a Subdivider's Agreement for Construction and Warranty of Required Improvements, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements.

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **Creek Preserve Phase 9** subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters, water, wastewater, and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 11, 2022.

SIGNED, SEALED AND DATED this 30th day of March, 2021.

ATTEST:

Michelle Guernsey

D.R. Horton, Inc.

Principal

By: 
Darren Saltzberg, Vice President

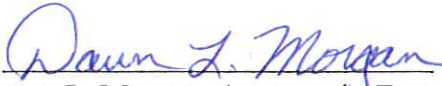
(SEAL)

ATTEST:

Jasmine Balz

Lexon Insurance Company

Surety

By: 
Dawn L. Morgan, Attorney-in-Fact
(SEAL)

APPROVED BY THE COUNTY ATTORNEY
BY: 
Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of March, 20 21.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
 } ss.
County of DuPage }

On March 30, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava
Sinem Nava, Notary Public



Commission No. 859777

WARRANTY BOND

Bond No. LICX1204158

KNOW ALL MEN BY THESE PRESENTS, That we DR Horton, Inc., called the Principal and Lexon Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Thirty Nine Thousand Three Hundred Eighty Six and 41/100 (\$39,386.41) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance constructed in conjunction with the platted subdivision known as Creek Preserve, Phase 9; 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 grading, paving and curbing of streets, roads and other rights of way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

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

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as Creek Preserve Phase 9 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 June 11, 2024.

SIGNED, SEALED AND DATED this 30th day of March, 2021.

ATTEST:

Michelle Guerrer

DR Horton, Inc.

Principal

By:



Darren Saltzberg, Vice President

(SEAL)

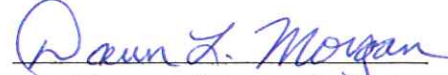
ATTEST:

Jasmine Baez

Lexon Insurance Company

Surety

By:



Dawn L. Morgan, Attorney-in-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY



BY _____
Approved As To Form And Legal
Sufficiency.



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Piscioffo, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of March, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
 } ss.
County of DuPage }

On March 30, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava
Sinem Nava, Notary Public



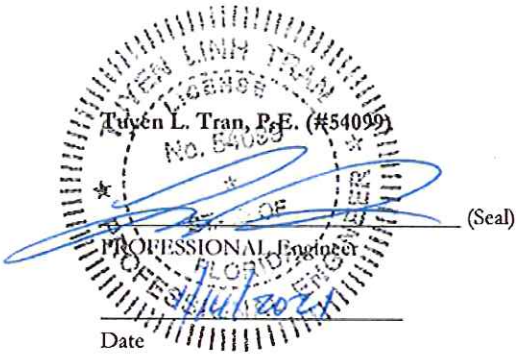
Commission No. 859777

PROJECT: CREEK PRESERVE PHASE 9
CLIENT: D.R. HORTON, INC.
BOND CALCULATIONS

STATE OF FLORIDA }
 }
COUNTY OF HILLSBOROUGH }

I, Tuyen L. Tran, P.E., a Professional Engineer registered in the State of Florida, with Registration No. 54099, hereby certify that the costs listed below are accurate and were prepared for the purpose of securing a Performance Bond, Warranty Bond and a Lot Corner Monumentation Performance Bond for Creek Preserve Phase 9.

Approved By:



ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
PERFORMANCE BOND
DATE: JANUARY 14, 2021

SUMMARY OF SCHEDULES

PAVING	\$140,788.15
STORM SEWER	\$3,137.40
SANITARY SEWER	\$10,028.90
WATER & FIRE DISTRIBUTION	\$2,735.00
TOTAL ESTIMATED AMOUNT	\$156,689.45
PERFORMANCE BOND (125% OF TOTAL)	\$195,861.81

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
 PERFORMANCE BOND
 DATE: JANUARY 14, 2021

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	TYPICAL SECTION:				
a.	1 1/2" TYPE SP-12.5 ASPHALT	2,668	SY	\$9.80	\$26,146.40
b.	6" CRUSHED CONCRETE BASE	2,668	SY	\$13.65	\$36,418.20
c.	12" STABILIZED SUB-BASE (LBR 40)	3,467	SY	\$5.85	\$20,281.95
2	MIAMI CURB	2,396	LF	\$10.20	\$24,439.20
3	5' WIDE CONC. SIDEWALK (NON-LOT FRONTAGE)	28	LF	\$24.15	\$676.20
4	ADA RAMP	4	EA	\$686.10	\$2,744.40
5	DETECTABLE WARNING SURFACE	96	SF	\$38.60	\$3,705.60
6	R/W GRADING	1	LS	\$8,540.00	\$8,540.00
7	3' SOD - B.O.C.	799	SY	\$2.60	\$2,077.40
8	HYDROSEED - R/W	2,662	SY	\$0.35	\$931.70
9	STRIPING & SIGNAGE	1	LS	\$2,310.00	\$2,310.00
10	CONNECT TO EXISTING PAVEMENT	2	EA	\$550.00	\$1,100.00
11	REMOVE/REPLACE E. CURB RAMPS & CURB	1	LS	\$6,210.30	\$6,210.30
12	ROADWAYSIDE UNDERDRAIN	332	LF	\$13.10	\$4,349.20
13	UNDERDRAIN CLEANOUT	2	EA	\$428.80	\$857.60
				PAVING TOTAL	\$140,788.15

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
PERFORMANCE BOND
DATE: JANUARY 14, 2021

STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	T.V. STORM PIPE	756	LF	\$4.15	\$3,137.40
STORM SEWER TOTAL					\$3,137.40

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
PERFORMANCE BOND
DATE: JANUARY 14, 2021

SANITARY SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	TELEVISION SANITARY SEWER - MAIN	1,087	LF	\$3.50	\$3,804.50
3	TELEVISION SANITARY SEWER - LATERALS	968	LF	\$3.80	\$3,678.40
3	TESTING	1	LS	\$2,546.00	\$2,546.00
SANITARY SEWER TOTAL					\$10,028.90

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
PERFORMANCE BOND
DATE: JANUARY 14, 2021

WATER & FIRE DISTRIBUTION

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	TESTING & CHLORINATION	1	LS	\$2,735.00	\$2,735.00
WATER & FIRE DISTRIBUTION TOTAL					\$2,735.00

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
WARRANTY BOND
DATE: JANUARY 14, 2021

SUMMARY OF SCHEDULES

PAVING	\$140,788.15
STORM SEWER	\$97,617.60
SANITARY SEWER	\$80,613.90
WATER & FIRE DISTRIBUTION	\$74,844.45
TOTAL ESTIMATED AMOUNT	\$393,864.10
WARRANTY BOND (10% OF TOTAL)	\$39,386.41

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: JANUARY 14, 2021

PAVING

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	TYPICAL SECTION:				
a.	1 1/2" TYPE SP-12.5 ASPHALT	2,668	SY	\$9.80	\$26,146.40
b.	6" CRUSHED CONCRETE BASE	2,668	SY	\$13.65	\$36,418.20
c.	12" STABILIZED SUB-BASE (LBR 40)	3,467	SY	\$5.85	\$20,281.95
2	MIAMI CURB	2,396	LF	\$10.20	\$24,439.20
3	5' WIDE CONC. SIDEWALK (NON-LOT FRONTAGE)	28	LF	\$24.15	\$676.20
4	ADA RAMP	4	EA	\$686.10	\$2,744.40
5	DETECTABLE WARNING SURFACE	96	SF	\$38.60	\$3,705.60
6	R/W GRADING	1	LS	\$8,540.00	\$8,540.00
7	3' SOD - B.O.C.	799	SY	\$2.60	\$2,077.40
8	HYDROSEED - R/W	2,662	SY	\$0.35	\$931.70
9	STRIPING & SIGNAGE	1	LS	\$2,310.00	\$2,310.00
10	CONNECT TO EXISTING PAVEMENT	2	EA	\$550.00	\$1,100.00
11	REMOVE/REPLACE E. CURB RAMPS & CURB	1	LS	\$6,210.30	\$6,210.30
12	ROADWAYSIDE UNDERDRAIN	332	LF	\$13.10	\$4,349.20
13	UNDERDRAIN CLEANOUT	2	EA	\$428.80	\$857.60
PAVING TOTAL					\$140,788.15

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: JANUARY 14, 2021

STORM SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	18" RCP CLASS III	28	LF	\$35.90	\$1,005.20
2	24" RCP CLASS III	288	LF	\$50.40	\$14,515.20
3	30" RCP CLASS III	440	LF	\$67.85	\$29,854.00
4	TYPE I CURB INLET	4	EA	\$3,980.65	\$15,922.60
5	TYPE P MANHOLE	2	EA	\$2,988.40	\$5,976.80
6	CONTROL STRUCTURE	1	LS	\$3,890.00	\$3,890.00
7	DEWATERING/ROCK BEDDING	1	LS	\$5,646.50	\$5,646.50
8	24" M.E.S.	2	EA	\$1,794.10	\$3,588.20
9	30" M.E.S.	3	EA	\$2,272.30	\$6,816.90
10	CEMENT BAG RIP RAP	125	SF	\$6.60	\$825.00
11	RUBBLE RIP RAP	400	SF	\$7.55	\$3,020.00
12	T.V. STORM PIPE	756	LF	\$4.15	\$3,137.40
13	CONNECT TO EXISTING CURB INLET	2	EA	\$953.55	\$1,907.10
14	REMOVE EXISTING INLET AND REPLACE W/24" M.E.S.	1	LS	\$1,512.70	\$1,512.70
STORM SEWER TOTAL					\$97,617.60

ARDURRA GROUP, INC.
 CLIENT: D.R. HORTON, INC.
 PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
 WARRANTY BOND
 DATE: JANUARY 14, 2021

SANITARY SEWER

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	8" PVC SDR (6'-8')	505	LF	\$19.60	\$9,898.00
2	8" PVC SDR (8'-10')	322	LF	\$22.00	\$7,084.00
3	8" PVC SDR (10'-12')	260	LF	\$25.00	\$6,500.00
4	SINGLE SERVICE	2	EA	\$568.00	\$1,136.00
5	DOUBLE SERVICE	18	EA	\$785.00	\$14,130.00
6	MANHOLE (6'-8')	5	EA	\$2,788.40	\$13,942.00
7	MANHOLE (8'-10')	1	EA	\$2,994.35	\$2,994.35
8	MANHOLE (10'-12')	1	EA	\$3,381.30	\$3,381.30
9	DEWATERING/ROCK BEDDING	1	LS	\$6,784.35	\$6,784.35
10	TELEWISE SANITARY SEWER - MAIN	1,087	LF	\$3.50	\$3,804.50
11	TELEWISE SANITARY SEWER - LATERALS	968	LF	\$3.80	\$3,678.40
12	TESTING	1	LS	\$2,546.00	\$2,546.00
13	CONNECT TO EXISTING SS MH (9 VF)	1	LS	\$2,215.00	\$2,215.00
14	CONNECT TO EXISTING SS MH (12 VF)	1	LS	\$2,520.00	\$2,520.00
SANITARY SEWER TOTAL					\$80,613.90

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
WARRANTY BOND
DATE: JANUARY 14, 2021

WATER & FIRE DISTRIBUTION

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	INSTALL TEMPORARY CONSTRUCTION METER	1	EA	\$15,013.40	\$15,013.40
2	6" PVC C900 DR 18 WM	1,296	LF	\$13.35	\$17,301.60
3	6" GATE VALVE W/BOX	4	EA	\$1,008.80	\$4,035.20
4	6" FITTINGS & RESTRAINTS	1	LS	\$6,320.50	\$6,320.50
5	FIRE HYDRANT ASSEMBLY	3	EA	\$3,969.25	\$11,907.75
6	SINGLE SERVICE ASSEMBLY (COMPLETE) - SHORT SIDE	26	EA	\$408.00	\$10,608.00
7	SINGLE SERVICE ASSEMBLY (COMPLETE) - LONG SIDE	12	EA	\$478.00	\$5,736.00
8	CONNECT TO EXISTING BLOWOFF	1	LS	\$1,187.00	\$1,187.00
9	TESTING & CHLORINATION	1	LS	\$2,735.00	\$2,735.00
WATER & FIRE DISTRIBUTION TOTAL					\$74,844.45

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE
- PLACEMENT OF LOT CORNERS

This Agreement made and entered into this _____ day of _____ 2021, by and between **D.R. Horton, Inc.** hereinafter referred to as "Subdivider," and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County."

Witnesseth

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

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

WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as **Creek Preserve Phase 9**; 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 **Creek Preserve Phase 9** 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 **Creek Preserve Phase 9** 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.

3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
- a. Letter of Credit, number _____, dated _____, with _____, _____ by order of _____, or
 - b. A Performance Bond _____, dated _____, with _____ as Principal, and _____ 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 an escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

- 4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
- 5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as **Creek Preserve Phase 9** at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
- 7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.
- 8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 24 19th day of April, 2021.

ATTEST:
[Signature]
Witness Signature

Brian M. Mihelich
Printed Name of Witness

[Signature]
Witness Signature

Angela M. Mathews
Printed Name of Witness

CORPORATE SEAL
(When Appropriate)

ATTEST: CINDY STUART
CLERK OF CIRCUIT COURT

By: _____
Deputy Clerk

SUBDIVIDER:

By: _____
Authorized Corporate Officer
or Individual (Sign before a
Notary Public)

Darren Saltzberg
Printed Name of Signer

Vice President
Title of Signer

12602 Telecom Drive
Tampa, FL 33637
Address of Signer

813-349-1935
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Chairman

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

CORPORATE ACKNOWLEDGMENT:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of April, 2021, by Darren Saltzberg of D.R. Florida, Inc. a Delaware corporation, on behalf of the corporation.

He and/or she is personally known to me or has produced _____ as identification

NOTARY PUBLIC:

Sign: Michelle M Guerrier (Seal)

Print: Michelle M Guerrier

Title or Rank: Notary Public

Serial Number, if any: _____

My Commission Expires: 05/06/2024



INDIVIDUAL ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by, _____ who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____ (seal)

Print: _____

Title or Rank: _____

Serial Number, if any: _____

My Commission Expires: _____

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, that We, D.R. Horton, Inc., 12602 Telecom Drive, Tampa, FL 33637-0935 called the Principal, and Lexon Insurance Company, 12890 Lebanon Road, Mt. Juliet, TN 37122 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Four Thousand Seven Hundred Fifty and 00/100 (\$4750.00) 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 Creek Preserve Phase 9 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **Creek Preserve Phase 9** 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 Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twenty four (24) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL June 11, 2023.

SIGNED, SEALED AND DATED this 30th day of March, 2021.

ATTEST:

Michelle Overman

D.R. Horton, Inc.

Principal

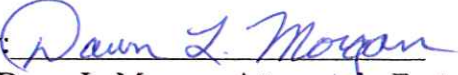
By: 
Darren Saltzberg, Vice President


ATTEST:

Jessmin Bals

Lexon Insurance Company

Surety

By: 
Dawn L. Morgan, Attorney-in-Fact
(SEAL)

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



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30th day of March, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois }
 } ss.
County of DuPage }

On March 30, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Dawn L. Morgan known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires August 28, 2021

Sinem Nava
Sinem Nava, Notary Public



Commission No. 859777

ARDURRA GROUP, INC.
CLIENT: D.R. HORTON, INC.
PROJECT: CREEK PRESERVE PHASE 9

ENGINEER'S COST ESTIMATE
LOT CORNER MONUMENTATION
DATE: JANUARY 14, 2021

LOT CORNER MONUMENTATION

			Unit Price	Total
	38 lots	X	\$100.00 equals	\$3,800.00
LOT CORNER PERFORMANCE BOND AMOUNT (125% OF TOTAL)	125%	X	\$3,800.00 equals	\$4,750.00

PLAT BOOK 84, PAGE 12 LYSING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA
BEING A REPLAT OF LOT 11 AND A PORTION OF LOTS 8, 9, AND 10 OF WEST LAKE FARMS, PLAT BOOK 84, PAGE 12 LYING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA
CREEK PRESERVE PHASE 9

PLAT BOOK _____ PAGE _____

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING A REPLAT OF ALL OF LOT 11 AND A PORTION OF LOTS 8, 9, AND 10 OF WEST LAKE FARMS, ACCORDING TO PLAT BOOK 84, PAGE 12 OF THE HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AVOIDAIN SUBDIVISION ACCORDING TO PLAT BOOK 84, PAGE 30 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, THENCE NORTH 00°00'00" EAST, ALONG THE EAST LINE OF SAID AVOIDAIN SUBDIVISION, A DISTANCE OF 170.98 FEET TO THE SOUTHEAST CORNER OF LOT 11 OF WEST LAKE FARMS ACCORDING TO PLAT BOOK 84, PAGE 12 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, THENCE SOUTH 89°45'00" WEST, ALONG THE WEST LINE OF SAID WEST LAKE FARMS, A DISTANCE OF 1,068.60 FEET; THENCE NORTH 04°49'14" EAST, ALONG THE EAST MONUMENTED RIGHT-OF-WAY LINE OF WEST LAKE ROAD (72 FEET WIDE RIGHT-OF-WAY LINE) AS SHOWN ON SAID PLAT OF WEST LAKE FARMS, A DISTANCE OF 115.00 FEET; THENCE SOUTH 89°45'00" WEST, ALONG THE EAST LINE OF WEST LAKE FARMS, A DISTANCE OF 221,325.57 FEET; A DISTANCE OF 123.04 FEET; 2) NORTH 04°49'14" EAST, A DISTANCE OF 233.10 FEET; NORTH 00°00'00" EAST, A DISTANCE OF 1,000.83 FEET; 3) NORTH 87°45'13" EAST, A DISTANCE OF 125.70 FEET; 4) NORTH 90°00'00" EAST, A DISTANCE OF 27.49 FEET; THENCE SOUTH 05°00'00" WEST, ALONG THE EAST LINE OF SAID WEST LAKE FARMS, A DISTANCE OF 518.97 FEET; TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 16.06 ACRES, MORE OR LESS.

PLAT NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH BOUNDARY ORENDAIN SUBDIVISION HAVING A GRID BEARING OF 5 89°26'44" W. BEARINGS ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD, LAND WITHIN THE BOUNDARY REVIEW DIVISION MAY OR MAY NOT BE SUBJECT TO FLOODING. THE DEVELOPMENT REVIEW DIVISION HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT.
- 2) THE SUBDIVISION LINES DESCRIBED HEREON AND WILL UNDER NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT OF OTHER SUBDIVISIONS OCCURRED HEREON.
- 3) COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM. THE BASIS OF GRID DRAWINGS IS THE LENDHAM L-SHIRT GPS NETWORK NORTH AMERICAN DATUM OF 1983 (NATIONAL SPATIAL REFERENCE SYSTEM 2011 ADJUSTMENT), AND VERIFIED THROUGH NATIONAL GEODETIC INFORMATIONAL PURPOSES ONLY, DATUM "NAD 83". THE COORDINATES ARE INTENDED FOR INFORMATIONAL PURPOSES ONLY.
- 4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, TELEPHONE, CABLE TELEVISION, TELEVISION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION, TELEPHONE, AND OTHER PUBLIC UTILITY.
- 5) THE ABOVE PARCEL SHALL NOT CONTAIN ANY PERMANENT IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, SOLAR ENERGY SYSTEMS, SWIMMING POOLS, DECKS, POOLS, AIR CONDITIONERS, STRUCTURES, UTILITY SHEDS, FENCES, SPRINKLER SYSTEMS, TREES, SHRUBS, HEDGES, AND LANDSCAPING PLANTS OTHER THAN AS SHOWN ON THIS PLAT. THE LAND DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION, TELEPHONE, AND OTHER PUBLIC UTILITY.
- 6) THIS PRIVATE SUBDIVISION CONTAINS RIGHTS-OF-WAY, DRAINAGE EASEMENTS, AND OTHER COMMON AREAS WHICH ARE NEITHER OWNED NOR MAINTAINED BY HILLSBOROUGH COUNTY.
- 7) ANY PROPERTY IS SUBJECT TO AND BENEFITS FROM:
 A) COMMUNITY DECLARATION FOR CREEK PRESERVE IN OFFICIAL RECORDS BOOK 28655, PAGE 1181; AND FIRST AMENDMENT AND SUPPLEMENT COMMUNITY DECLARATION RECORDED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2020382220, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, WHICH CONTAIN PROVISIONS CREATING EASEMENTS AND/OR ASSESSMENTS.

DEDICATION:

THE UNDERSIGNED, AS OWNER OF THE LANDS PLATTED HEREON DOES HEREBY DEDICATE THIS PLAT OF CREEK PRESERVE PHASE 9 FOR UNRESERVED PUBLIC USE AS DESCRIBED ON THE PLAT AS "PUBLIC". THE UNDERSIGNED FURTHER WANTS THE FOLLOWING EASEMENTS AND RESERVATIONS:

- 1) THE PRIVATE ROADS AND PRIVATE RIGHTS-OF-WAY SHOWN HEREON AS TRACT C ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PRIVATE, AND ARE HEREBY RESERVED BY OWNER FOR CONFORMANCE TO CREEK PRESERVE HOMEOWNERS' ASSOCIATION, INC. CREEK PRESERVE HOMEOWNERS' ASSOCIATION, INC. SHALL HAVE THE RIGHT OF CONSTRUCTION AND MAINTENANCE DURING THE TERM OF THIS PLAT, FOR THE PURPOSE OF THE CONSTRUCTION AND MAINTENANCE OF TRACT C. TRACT C SHALL BE SUBJECT TO THE EXISTING AND FUTURE OF THIS DEVELOPMENT.
- 2) THE OWNER HEREBY CONSENTS TO HILLSBOROUGH COUNTY DEPARTMENT AND PROVINCE OF LAW DEPARTMENT, THE DECEDENCY, THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF WINDWARD COAST, FLORIDA, AND THE UNIVERSITY OF WEST FLORIDA, SHOW HEREON FOR INTEREST AND ACCESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- 3) THE OWNER HEREBY CONSENTS TO PROVIDERS OF TELEPHONE, CABLE TELEVISION AND CABLE DATA, WATER AND SEWER, AND GAS, AND ELECTRIC UTILITY SERVICES TO HILLSBOROUGH COUNTY DEPARTMENT AND PROVINCE OF LAW DEPARTMENT, THE DECEDENCY, THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF WINDWARD COAST, FLORIDA, AND THE UNIVERSITY OF WEST FLORIDA, FOR INTEREST AND ACCESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- 4) THE OWNER HEREBY CONSENTS TO THE HILLSBOROUGH COUNTY DEPARTMENT AND PROVINCE OF LAW DEPARTMENT, THE DECEDENCY, THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF WINDWARD COAST, FLORIDA, AND THE UNIVERSITY OF WEST FLORIDA, FOR INTEREST AND ACCESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- 5) THE OWNER HEREBY CONSENTS TO THE HILLSBOROUGH COUNTY DEPARTMENT AND PROVINCE OF LAW DEPARTMENT, THE DECEDENCY, THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF WINDWARD COAST, FLORIDA, AND THE UNIVERSITY OF WEST FLORIDA, FOR INTEREST AND ACCESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- 6) THE OWNER HEREBY CONSENTS TO THE HILLSBOROUGH COUNTY DEPARTMENT AND PROVINCE OF LAW DEPARTMENT, THE DECEDENCY, THE UNIVERSITY OF FLORIDA, THE UNIVERSITY OF CENTRAL FLORIDA, THE UNIVERSITY OF SOUTH FLORIDA, THE UNIVERSITY OF WINDWARD COAST, FLORIDA, AND THE UNIVERSITY OF WEST FLORIDA, FOR INTEREST AND ACCESS FOR THE PERFORMANCE OF THEIR OFFICIAL DUTIES.
- 7) THE MAINTENANCE OF OWNER-RESERVED TRACES AND AREAS AND PRIVATE DOCUMENTS RECEIVED BY THE OWNER WILL BE THE RESPONSIBILITY OF THE OWNER, ITS ASSIGNEE AND ITS SUCCESSORS, IN TITLE TO SAID AREAS.
- 8) THE UNDERSIGNED HEREBY DEDICATE TO THE PUBLIC IN GENERAL, AND TO HILLSBOROUGH COUNTY ALL OF THE UTILITY DOCUMENTS DESCRIBED AS PUBLIC SHOWN HEREON FOR THEIR PURPOSES AND OTHER PURPOSES INCIDENTAL THEREIN.

OWNER: D.R. HERRON, INC., A DELAWARE CORPORATION

BY: DAVIN GALTZBERG, VICE PRESIDENT

WITNESSES: _____
 For: Name _____

ACKNOWLEDGMENT
 STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF _____ PHYSICAL PRESENCE OR _____ ONLINE INFORMATION, THE _____ PAY OF _____ 2021 BY _____ ATTORNEY, AS VICE PRESIDENT OF D.R. HERRON, INC., A DELAWARE CORPORATION, ON BEHALF OF THE COMPANY, HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

_____ SIGNATURE	_____ SERIAL NUMBER, IF APPLICABLE
_____ PRINTED NAME	
_____ TITLE	

BOARD OF COUNTY COMMISSIONERS

THIS PLAT HAS BEEN APPROVED FOR RECORDEMENT.

_____ CHAIRMAN	_____ DATE
-------------------	---------------

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SUBDIVISION PLAT MEETS THE REQUIREMENTS IN FORM AND CONTENT OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, AND THAT PERMANENT MONUMENTS (PRMs) WERE SET ON THE _____ DAY OF _____, 2021, AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (PCPs) AND _____ CONUSERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

_____ CLERK OF CIRCUIT COURT	_____ DATE
_____ DEPUTY CLERK	_____ DATE
_____ THIS _____ DAY OF _____, 2021.	_____ DATE

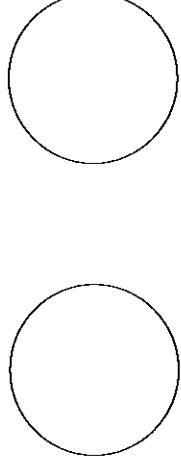
PREPARED BY:



HAMILTON
 ENGINEERING & SURVEYING, INC.

3409 W. LINDAN STREET
 TAMPA, FLORIDA 33609

TEL (813) 250-3526
 FAX (813) 250-3536



SURVEYOR'S CERTIFICATE

I, AARON J. MURPHY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THIS PLAT WAS PLATTED SUBSEQUENT TO A CORRECT REPRESENTATION OF THE LANDS BEING SURVEYED, THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, OF THE FLORIDA STATUTES AND THE HILLSBOROUGH COUNTY LAND DEVELOPMENT CODE, AND THAT PERMANENT MONUMENTS (PRMs) WERE SET ON THE _____ DAY OF _____, 2021, AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (PCPs) AND _____ CONUSERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR IN ACCORDANCE WITH CONDITIONS OF BONDING.

Date _____

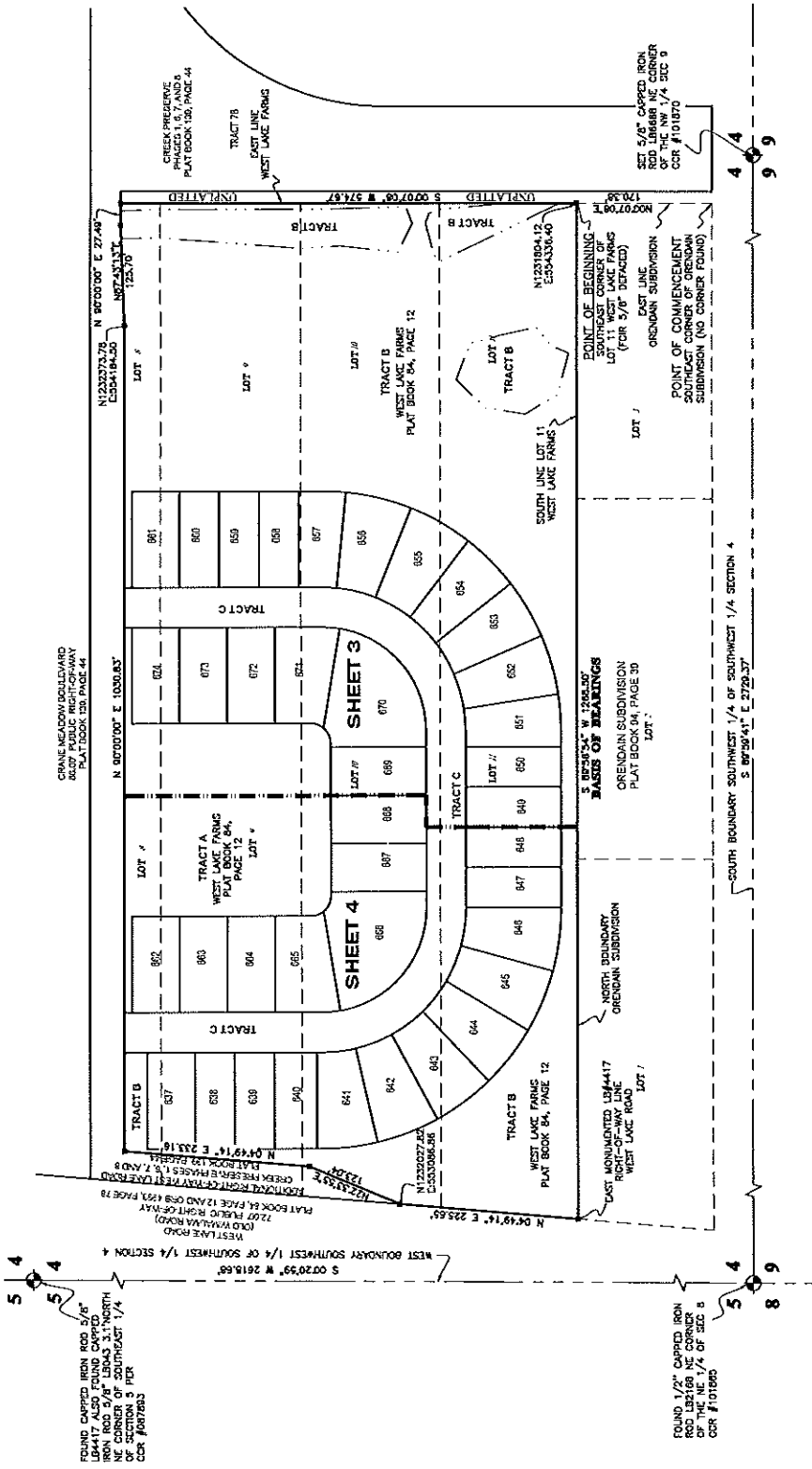
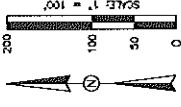
Aaron J. Murphy, PSM
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER #6706
 ENGINEERING & SURVEYING, INC.
 3409 W. LINDAN STREET
 TAMPA, FLORIDA 33609
 TEL (813) 250-3526
 FAX (813) 250-3536

CREEK PRESERVE PHASE 9

BEING A REPLAT OF LOT 11 AND A PORTION OF LOTS 8, 9, AND 10 OF WEST LAKE FARMS, PLAT BOOK 84, PAGE 12 LYING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

BOUNDARY AND KEY SHEET

PLAT BOOK _____ PAGE _____



- TRACT TABULATION**
- TRACT A - DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)
 - TRACT B - DRAINAGE AREA (PRIVATE), DRAINAGE EASEMENT (PUBLIC), UTILITY EASEMENT (PUBLIC), OTHER SURFACE WATER (PRIVATE) AND WETLAND CONSERVATION AREA (PRIVATE)
 - TRACT C - ROADWAY (PRIVATE) & UTILITY EASEMENT (PUBLIC) AND ACCESS EASEMENT (PUBLIC)

PREPARED BY:



3460 W. LEMON STREET
TAMPA, FLORIDA 33609
TEL (813) 250-3035
FAX (813) 250-3030

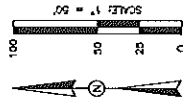
WETLAND CONSERVATION AREA NOTE

THE WETLAND CONSERVATION AREA/OTHER SURFACE WATERS AREA SHALL BE MAINTAINED IN AN UNIMPAIRED CONDITION. THE HILLSBOROUGH COUNTY, FLORIDA WETLAND CONSERVATION AREA REGULATIONS, CHAPTER 11-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION, IN ADDITION TO THE FEDERAL REGULATIONS, SHALL APPLY TO ANY AND ALL WETLANDS AND SURFACE WATERS. THE WETLAND CONSERVATION AREA AND A 100' BUFFER ZONE SHALL BE MAINTAINED AND THE WETLAND CONSERVATION SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE LAND DEVELOPMENT CODE.

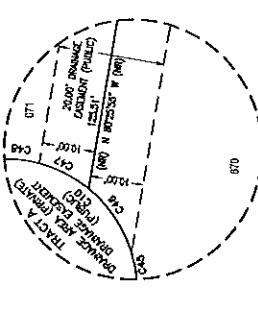
- LEGEND**
- SET (P/M) PERMANENT REFERENCE MONUMENT
 - 4"x4" CONCRETE MONUMENT #LD7013
 - 1/2" DIAMETER ALUMINUM MONUMENT LB#7013
 - UNLESS NOTED OTHERWISE
 - SET (P/C) PERMANENT CONTROL POINT
 - FARMER-KALON NAIL AND DISC "HAMILTON LB#7013"
 - NON-RADIAL LINE
 - LICENSED BUSINESS
 - WETLAND CONSERVATION AREA SETBACK BERRY
 - BOUNDARY
 - OFFICIAL RECORDS BOOK C.S.B.
 - OTHER SURFACE WATERS AREA

CREEK PRESERVE PHASE 9

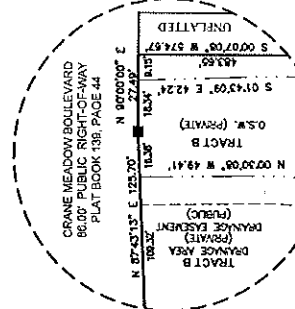
BEING A REPLAT OF LOT 11 AND A PORTION OF LOTS 8, 9, AND 10 OF WEST LAKE FARMS, PLAT BOOK 84, PAGE 12 LYING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



LINE#	LINE#	DIRECTION	LENGTH
L3	N 87°51'33" E	13.300'	
L4	N 76°11'07" E	38.880'	
L5	S 72°24'37" E	12.710'	
L6	S 18°47'15" E	13.880'	

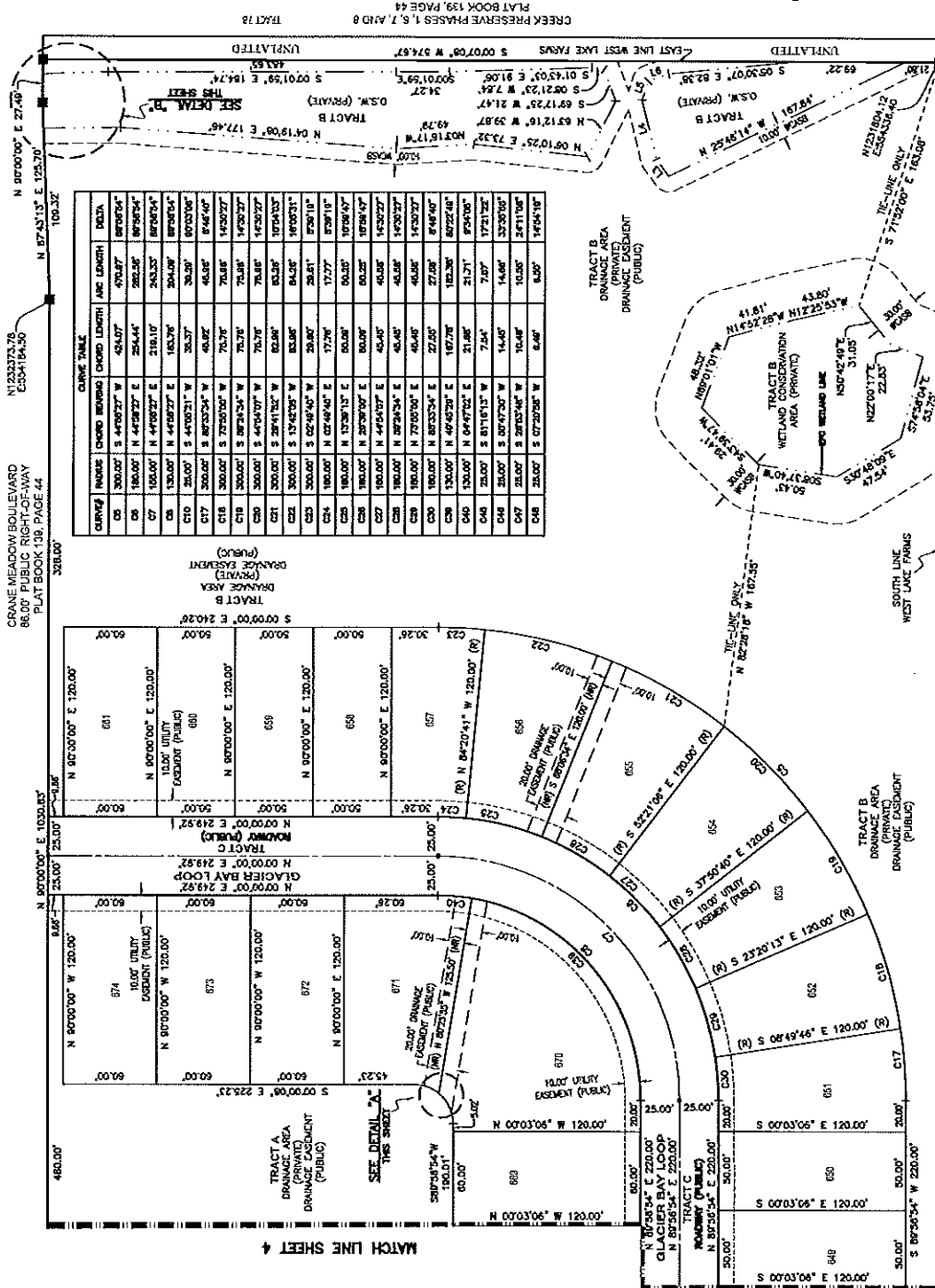


DETAIL A
NOT TO SCALE



DETAIL B
NOT TO SCALE

- LEGEND
- SET (FRS) PERMANENT REFERENCE MONUMENT
 - FOUND 4"x4" CONCRETE MONUMENT LB77013
 - UNLESS NOTED OTHERWISE
 - 1/4" IRON PIN IN UNLACQUERED BRASS
 - 1/4" IRON PIN IN GALVANIZED BRASS
 - (R) RADIAL LINE
 - (W) NON-BOUND LINE
 - (P) ENVIRONMENTAL PROTECTION COMMISSION
 - (EP) WETLAND CONSERVATION AREA SETBACK
 - (O.R.B.) OFFICIAL RECORDS BOOK
 - (O.S.W.) OTHER SURFACE WATER



CRANE MEADOW BOULEVARD
86.00' PUBLIC RIGHT-OF-WAY
PLAT BOOK 139, PAGE 44

CURT#	INSTR#	CHORD BEARING	CHORD LENGTH	ARC LENGTH	AREA
C5	180.00	S 44°02'37" W	484.07	479.87	86707.54
C6	180.00	N 44°38'37" E	254.44	262.36	89799.54
C7	180.00	N 44°38'37" E	218.17	244.33	86794.54
C8	180.00	N 44°38'37" E	183.76	204.98	82754.54
C9	180.00	S 44°02'37" W	38.37	38.03	9070.00
C10	180.00	S 44°02'37" W	40.82	40.82	948.40
C11	180.00	S 70°57'27" W	76.78	76.88	1426.27
C12	180.00	S 70°57'27" W	76.78	76.88	1426.27
C13	180.00	S 44°38'37" E	69.86	85.38	1426.27
C14	180.00	S 13°42'35" E	83.88	84.06	1500.31
C15	180.00	S 02°49'45" W	39.80	39.81	779.18
C16	180.00	N 87°51'33" E	17.76	17.77	329.18
C17	180.00	N 87°51'33" E	50.26	50.35	1078.47
C18	180.00	N 87°51'33" E	60.26	60.35	1284.92
C19	180.00	N 87°51'33" E	60.26	60.35	1284.92
C20	180.00	N 87°51'33" E	60.26	60.35	1284.92
C21	180.00	N 87°51'33" E	60.26	60.35	1284.92
C22	180.00	N 87°51'33" E	60.26	60.35	1284.92
C23	180.00	N 87°51'33" E	60.26	60.35	1284.92
C24	180.00	N 87°51'33" E	60.26	60.35	1284.92
C25	180.00	N 87°51'33" E	60.26	60.35	1284.92
C26	180.00	N 87°51'33" E	60.26	60.35	1284.92
C27	180.00	N 44°38'37" E	66.85	68.05	1523.27
C28	180.00	N 44°38'37" E	66.85	68.05	1523.27
C29	180.00	N 44°38'37" E	66.85	68.05	1523.27
C30	180.00	N 44°38'37" E	66.85	68.05	1523.27
C31	180.00	N 44°38'37" E	66.85	68.05	1523.27
C32	180.00	N 44°38'37" E	66.85	68.05	1523.27
C33	180.00	N 44°38'37" E	66.85	68.05	1523.27
C34	180.00	N 44°38'37" E	66.85	68.05	1523.27
C35	180.00	N 44°38'37" E	66.85	68.05	1523.27
C36	180.00	N 44°38'37" E	66.85	68.05	1523.27
C37	180.00	N 44°38'37" E	66.85	68.05	1523.27
C38	180.00	N 44°38'37" E	66.85	68.05	1523.27
C39	180.00	N 44°38'37" E	66.85	68.05	1523.27
C40	180.00	N 44°38'37" E	66.85	68.05	1523.27
C41	180.00	N 44°38'37" E	66.85	68.05	1523.27
C42	180.00	N 44°38'37" E	66.85	68.05	1523.27
C43	180.00	N 44°38'37" E	66.85	68.05	1523.27
C44	180.00	N 44°38'37" E	66.85	68.05	1523.27
C45	180.00	N 44°38'37" E	66.85	68.05	1523.27
C46	180.00	N 44°38'37" E	66.85	68.05	1523.27
C47	180.00	N 44°38'37" E	66.85	68.05	1523.27
C48	180.00	N 44°38'37" E	66.85	68.05	1523.27

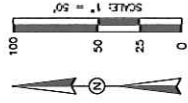
WETLAND CONSERVATION AREA NOTE
 THE WETLAND CONSERVATION AREA/OTHER SURFACE WATERS AREA SHALL BE MAINTAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY FL. LAND DEVELOPMENT ENVIRONMENTAL PROTECTION ACT, CHAPTER 64-148 AND CHAPTER 1-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION COMMISSION. IN ADDITION, A WATER AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE LAND DEVELOPMENT CODE.

PREPARED BY:
HAMILTON
 ENGINEERING & SURVEYING, INC.
 3400 W. LEMON STREET
 TAMPA, FLORIDA 33609
 TEL (813) 260-3035
 FAX (813) 260-3036
 LB77013

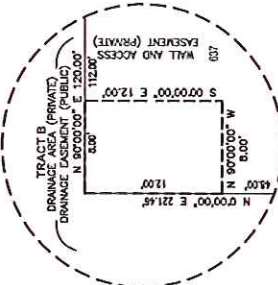
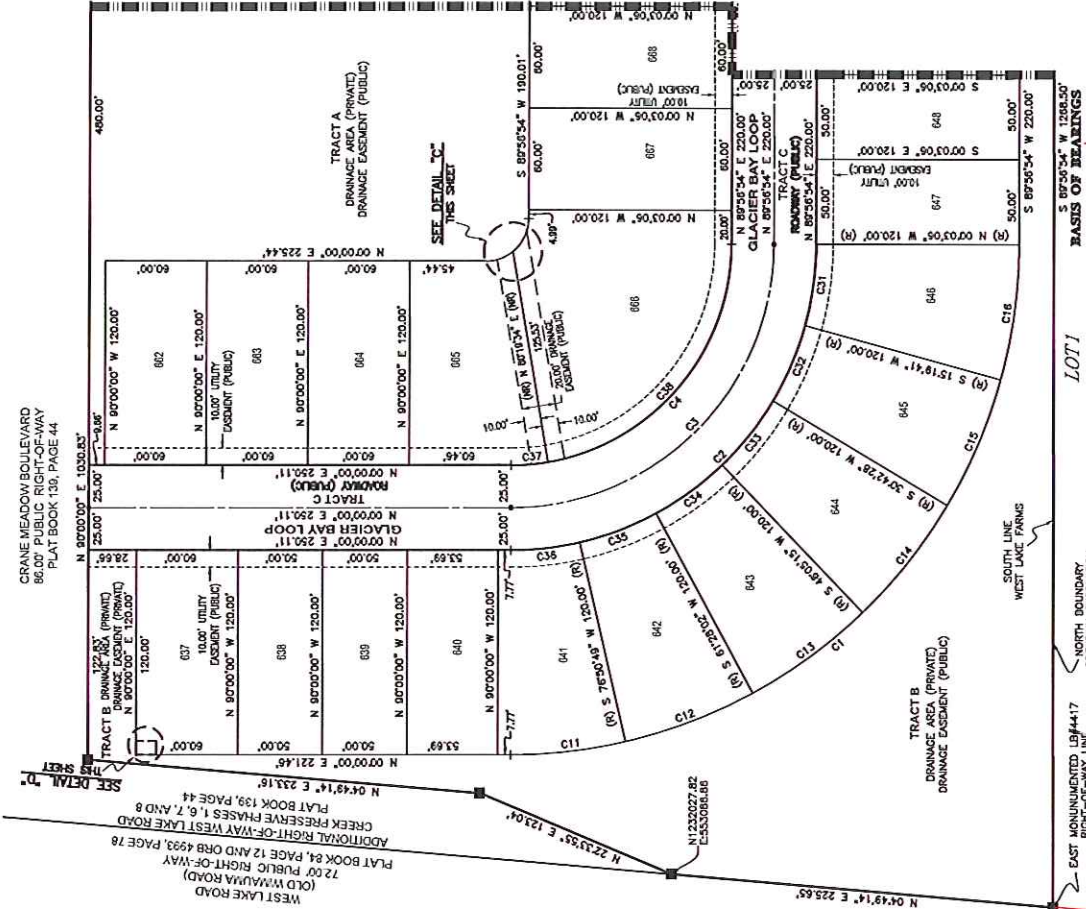
CREEK PRESERVE PHASE 9

BEING A REPLAT OF LOT 11 AND A PORTION OF LOTS 8, 9, AND 10 OF WEST LAKE FARMS, PLAT BOOK 84, PAGE 12 LYING IN SECTION 4, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

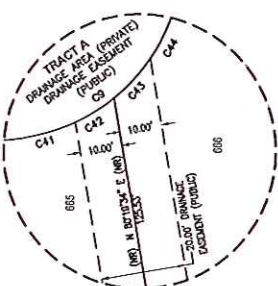
PLAT BOOK _____ PAGE _____



CURVE TABLE					
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	300.00'	N 45°01'33" W	424.46'	471.51'	90°03'08"
C2	180.00'	S 45°01'33" E	254.87'	282.91'	90°03'08"
C3	150.00'	S 45°01'33" E	219.50'	243.01'	90°03'08"
C4	130.00'	S 45°01'33" E	183.93'	204.32'	90°03'08"
C5	25.00'	N 45°01'33" W	35.57'	39.29'	90°03'08"
C6	300.00'	N 06°54'36" W	68.72'	68.67'	13°09'11"
C7	300.00'	N 20°50'35" W	80.29'	80.53'	19°22'47"
C8	300.00'	N 36°13'22" W	80.29'	80.53'	19°22'47"
C9	300.00'	N 51°30'09" W	80.29'	80.53'	19°22'47"
C10	300.00'	N 66°58'56" W	80.29'	80.53'	19°22'47"
C11	300.00'	N 82°21'43" W	80.29'	80.53'	19°22'47"
C12	160.00'	S 82°21'43" E	46.17'	46.32'	19°22'47"
C13	160.00'	S 66°58'56" E	46.17'	46.32'	19°22'47"
C14	160.00'	S 51°30'09" E	46.17'	46.32'	19°22'47"
C15	160.00'	S 36°13'22" E	46.17'	46.32'	19°22'47"
C16	160.00'	S 20°50'35" E	46.17'	46.32'	19°22'47"
C17	160.00'	S 06°54'36" E	41.23'	41.32'	13°09'11"
C18	130.00'	S 04°30'13" E	21.92'	21.95'	9°49'28"
C19	130.00'	S 49°51'46" E	167.78'	182.37'	80°22'40"
C20	25.00'	N 07°27'09" W	6.46'	6.50'	14°54'19"
C21	25.00'	N 26°58'35" W	10.48'	10.55'	24°11'12"
C22	25.00'	N 55°33'27" W	14.40'	14.66'	33°38'13"
C23	25.00'	N 81°22'35" W	7.54'	7.57'	17°21'32"



DETAIL C1
NOT TO SCALE



DETAIL C2
NOT TO SCALE

WETLAND CONSERVATION AREA NOTE

THE WETLAND CONSERVATION AREA/OTHER SURFACE WATERS AREA SHALL BE RETAINED IN A NATURAL STATE PURSUANT TO THE HILLSBOROUGH COUNTY, FL LAND DEVELOPMENT CODE (LDC) CHAPTER 11-11, RULES OF THE HILLSBOROUGH COUNTY ENVIRONMENTAL PROTECTION AND CHAPTER 11-11. IN ADDITION, A 30-FOOT SETBACK FROM THE WETLAND CONSERVATION AREA AND A 10-FOOT SETBACK FROM THE OTHER SURFACE WATERS AREA IS REQUIRED AND SHALL CONFORM TO THE PROVISIONS STIPULATED WITHIN THE LAND DEVELOPMENT CODE.

PREPARED BY:



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- LEGEND
- SET (PRM) PERMANENT REFERENCE MONUMENT
 - 4"x4" CONCRETE MONUMENT LBF7013
 - 1/2" IRON PIPE MONUMENT LBF7013
 - SET (PP) PERMANENT CONTROL POINT LBF7013
 - PARKER-KALON NAIL AND DISC "HAMILTON LBF7013"
 - 1/2" IRON PIPE MONUMENT
 - LICENSE BUSINESS
 - ENVIRONMENTAL PROTECTION COMMISSION
 - CONSERVATION AREA SETBACK BOUNDARY
 - OFFICIAL RECORDS BOOK

OREDAIN SUBDIVISION
PLAT BOOK 84, PAGE 38

LOT 11
SOUTH LINE WEST LAKE FARMS
WEST LAKE ROAD
EAST MONUMENTED LBF4417
RIGHT-OF-WAY LINE
WEST LAKE ROAD
NORTH BOUNDARY OREDAIN SUBDIVISION