**SUBJECT:** 

Belmond Reserve Phase 3

**DEPARTMENT:** 

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

**BOARD DATE:** 

June 8, 2021

**CONTACT:** 

Lee Ann Kennedy

### **RECOMMENDATION:**

Accept the plat for recording for Belmond Reserve Phase 3, located in Section 35, Township 30, 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 \$258,420.56, a Warranty Bond in the amount of \$20,673.65, and authorize the Chairman to execute the Subdivider's Agreement for Construction and Warranty of Required Improvements. Also accept a Performance Bond for Placement of Lot Corners in the amount of \$3,500.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

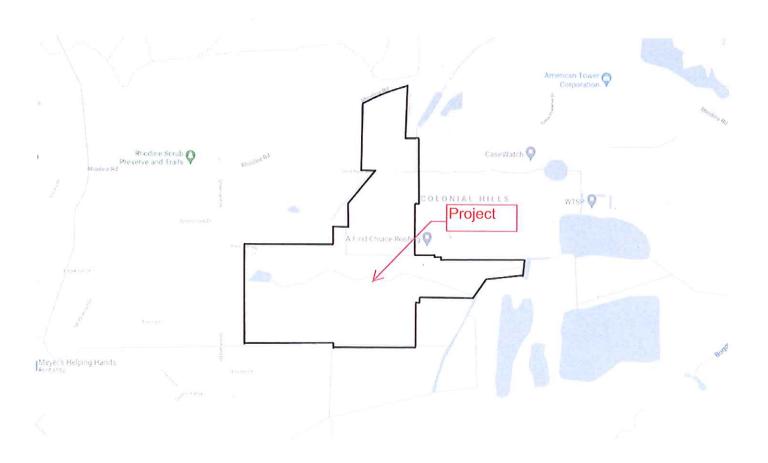
### **BACKGROUND:**

On August 4, 2020, Permission to Construct Prior to Platting was issued for Belmond Reserve Phase 3. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Pulte Home Company, LLC and the engineer is LevelUp Consulting, LLC.

, and the second		
ana Japan da an da a		
Anama e debelina des valores de la participa de la companya del companya de la companya de la companya del companya de la companya del la companya de la com		
etoxuu etoxoo oo eto eto eto eto eto eto eto eto et		
ностического дина на применения на применения на применения на применения на применения на применения на приме		
RANNIERO ANTERNA APERTALIA METATRA DEL PERTALIA DEL PERTALIA METATRA DEL PERTA DEL PERTA DEL	NO AND THE PROPERTY OF THE PRO	
hidd pelitore octobred associations		
мейскар — правирум сентра — правирум сентра — правирум сентра — правирум сентра — г		
BAATH entercomments and according to		
Named dissiliated 2020 the city of the cit	MANAGEM AND	
- uzi panen e erendo de de la rendicida e endicida e		
annihani midi mang di sabagian		
men existence en		
See A section of the		
The state of the s		
A CALADINA AND A PARTY PROPERTY.		
arya artu a propinsi di santa		



# BELMOND RESERVE LOCATION MAP



505 E Jackson St. Suite 200, Tampa, Florida 33602 | 813.375.0616

Civil Engineering • Land Development Consultants

LevelUp Consulting, LLC

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

This Agreement is made and entered into this 20 day of 102 day of 102 day of 102 day of 102 and between Pulte Home Company, LLC 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 <u>Belmond Reserve Phase 3</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>Belmond Reserve Phase 3</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 improvements 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	x Sanitary Sewer Distribution System	Bridges
Reclaimed Water Mains/Services	x 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:

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

Letters of Credit, numb	er, dated	, , ;	and
number	, dated		with
			by order
of			.,
Hartford Fire Insurance A Warranty Bond, date	lated March 22, 2021 with <u>Pulter</u> Company (Bond No.59BSBIP:  d March 22, 2021 with <u>Pulte Hore Company</u> (Bond No. 59BSBIP	3132) as Surety, and ome Company, LLC as Prin	• •
	cs, number <u>N/A</u>		and
number	. dated	, uaicu	which
shall be deposited by the interest shall be paid to Agreement.	, dated e County into a non-interest bea the Subdivider on funds receive	aring escrow account upon red by the County pursuant to	eceipt. No o this

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

AND DESCRIPTIONS OF THE PERSONS	
***************************************	
Sinterior de	
tulizate (Tanakania)	
**************************************	
eteroscopication.	
em distance.	
Assessment of the second	
Odelli de	
ļ	
-	
and the state of t	
internalalalanee	
Augusta de la constante de la	
***************************************	
***************************************	
- 1	

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>Belmond Reserve Phase 3</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 twenty-four (24) 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

Mildemeasurement			
ę odnicka wordzięże wiejszyk je mie			
Landy experience of the control of t			
SANGUS AND			
desistant continue de desirable de la continue de la cont			
Control of the Contro			
Institute validative deliminary and positive			
NO-ANTERIOR ACCORDANCE MARKET			
Topfillialia is a sick observables			
Linaudocodiorodasgipiggaa			
Saken adalyuman yapama Sayayan			
на в в в в в в в в в в в в в в в в в в в			
Aphinigas distributed about about			
kielichala de Grand hammitel son			
Teory expedicability has above			
licheļitata Vļata aļģasamas			
reciinearq dilighi(dosciile)			
n pekang@manunganat kela			
intel dent service messervices			
A PARTIE MARKET			
, and a second s			
majorishi yang menjebahan yang menjebahan yang menjebahan yang menjebahan yang menjebahan yang menjebahan yang			
and the Procession of the State	1		

### writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have execu	uted these presents, this $20$ day of $40$ , $2021$ .
Witness' Signature (Signed before a Notary Public and 2 Witnesses)  Printed Name of Witness  Witness' Signature  Natalee Kwiatkowski	SUBDIVIDER:  By:  Anthorized Corporate Officer or Individual  Name (typed, printed or slamped)  Vice President  Title  2662 S. Falken burg Red  Address of Signer Rivers FL 33518
Printed Name of Witness  NOTARY PUBLIC	Address of Signer Riveriew, FL 33578
CORPORATE SEAL (When Appropriate)	Phone Number of Signer
ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Chairman

Subdivider Agreement for Construction and Warranty of Required Improvements.doc

Approved As To Form And Legal Sufficiency.

APPROVED BY THE COUNTY ATTORNEY



# CORPORATE ACKNOWLEDGMENT: STATE OF FLORIDA COUNTY OF HILLSBOROUGH The foregoing instrument was acknowledged before me this 20 day of May and and respectively President and VICE PYESIDENT of PULLENOWE COMPANY LLC, a corporation under the laws of the state of Florida 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:

	CADY		
240	1	<b>₩</b>	2
	1	6	E
u.	4		\$
ON	CE I	918	
		O NO.	THE STATE OF THE S

Katarina Digga Notary Public State of Florida Comm# HH114248 Expires 4/6/2025

### INDIVIDUAL ACKNOWLEDGMENT:

My Commission Expires: 41612025

Serial Number, if any:

Title or Rank: CONTYACT COORDINATOR

STATE OF			
COUNTY OF			
The foregoing instrument was acknowledged before me thisas identification	day of _who is personally known to r	ne or	
as identification	and who did take an oath.		
NOTARY PUBLIC:			
Sign:	(s	eal)	
Print:			
Title or Rank:			
Serial Number, if any:			
My Commission Expires:			



### Bond No. 59BSBIP3132

### SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</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>TWO HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED TWENTY AND FIFTY-SIX CENTS</u> (\$258,420.56) 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 Review Division of 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 and 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

TO A CONTRACT OF THE CONTRACT	
HAVADA MARKATA ANTA ANTA ANTA ANTA ANTA ANTA ANTA	
Handishoo soominoo soo	
A CONTRACT A MARKET A	
A STATE OF THE STA	
Annual Andrews Annual A	
наалам (Интерус/Интер	
ANITA ALBERTA	
аваалаа <sub>т</sub> ұй құйа дейен дейе	
heppendele de la persona de serven	
THE PROPERTY OF THE PROPERTY O	
and the second	

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 Belmond Reserve Phase 3 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within 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 July 8, 2023	•
SIGNED, SEALED AND DATED this 22	and day of March, 2021.
ATTEST:	Pulte Home Company, LLC
Katacina Riggy Katavina Diggs	BY:PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Irma Aguilar	Jeremy Połk, ATTORNEY-IN-FACT (SEAL)
APPROVED BY THE CO	UNTY ATTORNĘY

Approved As To Form And Legal

Sufficiency.



	2- 1		March	
executed this	2200	day of	acch	, 2021

# Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# 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: USI INSURANCE SVCS NATIONAL INC

Agency Code: 59-300168

X	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
	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 :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

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 \( \sqrt{\omega} \), 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** 

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

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 March 22nd, 2021 Signed and sealed at the City of Hartford.















Kevin Heckman, Assistant Vice President

POA 2018



# **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

) ss.

**COUNTY OF FULTON)** 

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

SHIRLEY E HUTCHINS Notary Public – State of Georgia Fulton County

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

Bond No. 59BSBIP3134

### **WARRANTY BOND**

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC.</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>TWENTY</u> THOUSAND SIX HUNDRED SEVENTY-THREE AND SIXTY-FIVE CENTS (\$20,673.65) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

3; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (water, wastewater, drainage, and roads) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all sanitary sewers, water mains, roads, drainage, 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 Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into

and made a part of this Warranty Bond.

FORCE AND EFFECT UNTIL July 8, 2025

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

# 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 water, wastewater, drainage, and roads improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as <u>Belmond Reserve Phase 3</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 N	<b>IULL AND VOID</b>	, OTHERWISE TO	REMAIN IN FULL

SIGNED, SEALED AND DATED this 2	22nd day of March, 2021.
ATTEST:	Pulte Home Company, LLC
Katwina Riass	BY: SEE ATTACHED
Katarina Biggs	PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Irma Aguilar	Jeremy Polk, ATTORNEY-IN-FACT (SEAL)



22 .		$\sim$ 0	
executed this	day of	March	, 2021

Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# 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: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

X	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
	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:

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

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

STATE OF CONNECTICUT

**COUNTY OF HARTFORD** 

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

Kathleen T. Maynard

M. Ross Fisher, Senior Vice President

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 March 22nd, 2021 Signed and sealed at the City of Hartford.









CERTIFICATE





Kevin Heckman, Assistant Vice President

POA 2018

# **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

) ss.

**COUNTY OF FULTON)** 

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

SHIRLEY E HUTCHINS
Notary Public - State of Georgia
Fulton County

Shirley E. Hutchins Notary Public State of Georgia

My Commission Expires: March 18, 2022

# **Belmond Reserve Phase 3**

Performance Bond Calculation
Construction costs for the streets, drainage, potable water and sanitary sewer system

# SUMMARY

Paving	\$100,097.50
Water	\$37,351.60
Wastewater	\$45,521.55
Drainage	\$23,765.80
Total	\$206,736.45

Performance Bond Amount (125% of total)

\$258,420.56

Ely Payne, P.E Florida License # 85361

# **PAVING**

Description	Quantity	Unit	Unit Price	Amount
1 1/2" Type SP Asphalt	2,525	SY	\$10.25	\$25,881.25
8" Cement Treated Limerock Base	2,525	SY	\$15.80	\$39,895.00
12" Compacted Subgrade	2,525	SY	\$1.50	\$3,787.50
Stabilized Curb Pad	2,050	LF	\$2.55	\$5,227.50
Miami Curb	1,775	LF	\$10.30	\$18,282.50
Type "A" Curb	275	LF	\$18.35	\$5,046.25
6" Concrete Sidewalk	350	SF	\$5.65	\$1,977.50
Signage & Striping	1	LS	0	\$0.00
			Total=	\$100,097.50

# WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC Watermain (DR 18)	706	LF	\$11.45	\$8,083.70
4" PVC Watermain (DR 18)	452	LF	\$9.00	\$4,068,00
6" Gate Valve Assembly	4	EA	\$925.00	\$3,700.00
4" Gate Valve Assembly	1	EA	\$755.00	\$755.00
4" MJ Bend - Per Plan	10	EA	\$145.00	\$1,450.00
6" MJ Tee	1	EA	\$290.00	\$290.00
6" MJ Reducer	1	EA	\$160.00	\$160.00
Fire Hydrant Assembly	2	EA	\$4,100.00	\$8,200,00
Single Service Short	17	EA	\$300.00	\$5,100.00
Single Service Long	10	EA	\$375.00	\$3,750.00

# WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC (0-6' Cut)	285	LF	\$13.85	\$3,947.25
8" PVC (8-10' Cut)	122	LF	16	\$1,952.00
8" PVC (10-12' Cut)	270	LF	17.55	\$4,738.50
Sanitary Manhole (0'-6' Cut)	3	EA	2800	\$8,400.00

### DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
15" Storm III RCP Storm	37	LF	\$29.55	\$1,093.35
18" Class III RCP Storm	39	LF	\$36.85	\$1,437.15
Hills. Co. Type 1 Curb Inlet	2	EA	\$4,400.00	\$8,800.00
6" Underdrain (Fine Aggregate)	837	LF	\$12.50	\$10,462.50
Underdrain Cleanout	5	EA	\$200.00	\$1,000.00
Dewatering	76	LF	\$5.55	\$421.80

# **Belmond Reserve Phase 3**

Warranty Bond Calculation
Construction costs for the streets, drainage, potable water and sanitary sewer system

# **SUMMARY**

Paving	\$100,097.50		
Water	\$37,351.60		
Wastewater	\$45,521.55		
Drainage	\$23,765.80		
Total	\$206 736 45		

Warranty Bond Amount (10% of total)

\$20,673.65

Ely Payne, P.E Florida License # 85381

# **PAVING**

Description	Quantity	Unit	Unit Price	Amount
1 1/2" Type SP Asphalt	2,525	SY _	\$10.25	\$25,881.25
8" Cement Treated Limerock Base	2,525	SY	\$15.80	\$39,895.00
12" Compacted Subgrade	2,525	SY	\$1.50	\$3,787.50
Stabilized Curb Pad	2,050	LF	\$2.55	\$5,227.50
Miami Curb	1,775	LF	\$10.30	\$18,282.50
Type "A" Curb	275	LF _	\$18.35	\$5,046.25
6" Concrete Sidewalk	350	LS	\$5.65	\$1,977.50
Signage & Striping	1	LS	\$0.00	\$0.00

Total = \$100,097.50

AND STREET STREET, STR			
Academic Value of the State of			
:			

# WATER

Description	Quantity	Unit	Unit Price	Amount
6" PVC Water main (DR 18)	706	LF	\$11.45	\$8,083.70
4" PVC Water main (DR 18)	452	LF _	\$9.00	\$4,068.00
6" Gate Valve Assembly	4	EA _	\$925.00	\$3,700.00
4" Gate Valve Assembly	Ī	EA _	\$755.00	\$755.00
4" MJ Bend-Per Plan	10	EA -	\$145.00	\$1,450.00
6" MJ Tee	1	EA _	\$290.00	\$290.00
6" MJ Reducer	1	EA _	\$160.00	\$160.00
Fire Hydrant Assembly	2	EA	\$4,100.00	\$8,200.00
Single Service (Short)	17	EA	\$300.00	\$5,100.00
Single Service (Long)	10	EA	\$375.00	\$3,750.00
Chlorination & Pressure Testing	1,158	LF _	\$1.55	\$1,794.90
			Total =	\$37,351.60

# WASTEWATER

Description	Quantity	Unit	Unit Price	Amount
8" PVC Sewer (0'-6')	285	LF _	\$13.85	\$3,947.25
8" PVC Sewer (8'-10')	122	LF	\$16.00	\$1,952.00
8" PVC Sewer (10'-12')	270	LF _	\$17.55	\$4,738.50
Manhole (0'-6')	. 3	EA	\$2,800.00	\$8,400.00
Sanitary Drop Manhole (8'-10')	1	EA	\$4,500.00	\$4,500.00
Single Service	3	EA _	\$630.00	\$1,890.00
Double Service	8	EA	\$870.00	\$6,960.00
Dewatering	677	LF _	\$11.25	\$7,616.25
Sanitary Sewer Testing	677	LF _	\$8.15	\$5,517.55

Total = \$45,521.55

-	
***************************************	
THE PERSON NAMED IN	
***************************************	
Out of the same of the same	
***************************************	
A-10-2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
APPRICAL PROPERTY.	
A	
Villandiake.	
AVANAMENTA VA	
-	
-	
-17	

# DRAINAGE

Description	Quantity	Unit	Unit Price	Amount
15" RCP	37	LF	\$29.55	\$1,093.35
18" RCP	39	LF	\$36.85	\$1,437.15
Type 1 Curb Inlet	2	EA -	\$4,400.00	\$8,800.00
6" Underdrain (Fine Aggregate)	837	LF	\$12.50	\$10,462.50
Underdrain Cleanout	5	EA	\$200.00	\$1,000.00
Dewatering	76	LF _	\$5.55	\$421.80
Storm Sewer Testing	76	LF _	\$7.25	\$551.00
			Total =	\$23,765.80

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

This Agreement made and entered into this 20 day of MQU, 2021 by and between Pulte Home Company, LLC., 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 Belmond Reserve Phase 3; 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>Belmond</u> Reserve Phase 3 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 <u>Belmond Reserve Phase 3</u> subdivision within <u>twenty-four (24)</u> months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance check rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.

3.	hereby	ubdivider agrees to, and in accordance with the requirements of the LDC does deliver to the County an instrument ensuring the performance of the obligations bed in paragraph 2, above, specifically identified as:
	a.	Letter of Credit, number, dated, with by order of, or
	b.	A Performance Bond, dated March 22, 2021, with <u>Pulte Home Company, LLC.</u> as Principal, and <u>Hartford Fire Insurance Company (Bond No.59BSBIP3133)</u> as Surety, or
	c.	Escrow Agreement, dated N/A , between and the County, or
	d.	Cashier/Certified Check, numberN/A, 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.
		of credit, performance bonds, escrow agreements, or cashier/certified checks and by reference made a part hereof.
4.	"Subdi of lot c instrum in the f	I the Subdivider seek and the County grant, pursuant to the terms contained in the evision Regulations," an extension of the time period established for installation corners described in paragraph 2, the Subdivider shall provide the County with an ment ensuring the completion within the extended period. The instrument shall be form of a letter of credit, performance bond, escrow agreement, or excertified check as required by the LDC.
5.	agreem of insta survey direct of Subdiv	event the Subdivider shall fail or neglect to fulfill his obligations under this nent 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 rider to carry out and execute all of the provisions of this Agreement and the ons of the LDC.

a. Letter of Credit, number ,
dated,
with, by order of
, or
b. A Performance Bond, dated March 22, 2021, with Pulte Home Company, LLC.
as Principal, and Hartford Fire Insurance Company (Bond No.59BSBIP3133) as
Surety, or
c. Escrow Agreement, datedN/A
and the County, or
d. Cashier/Certified Check, number N/A, which shall be deposited by
, 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.
d letters of credit, performance bonds, escrow agreements, or cashier/certified checks
I letters of electric, performance bolids, escrow agreements, or easing/certified enecks  I hereto and by reference made a part hereof.
Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation
of lot corners described in paragraph 2, the Subdivider shall provide the County with an
instrument ensuring the completion within the extended period. The instrument shall be
in the form of a letter of credit, performance bond, escrow agreement, or
cashier/certified check as required by the LDC.
In the event the Subdivider shall fail or neglect to fulfill his obligations under this
agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost
of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either
direct or consequential, which the County may sustain as a result of the failure of the
Subdivider to carry out and execute all of the provisions of this Agreement and the
provisions of the LDC.
The County agrees, pursuant to the terms contained in the LDC to record the plat of the
subdivision known as Belmond Reserve Phase 3 at such time as the plat complies with
the provisions of the LDC and has been approved in a manner as prescribed therein.
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.
2

ATTEST:	SUBDIVIDER:	
Witness Signature	By:Authorized Corporate Officer	
Witness Signature  Marc Ferlita	or Individual (Sign before a Notary Public)	
Printed Name of Witness  Witness Signature	Teffrey Desson Printed Name of Signer	
Natalee Kwiatkowson Printed Name of Witness	Vice President  Title of Signer	
CORPORATE SEAL (When Appropriate)	Address of Signer Riverview, FL 33578  913-938-7838  Phone Number of Signer	
ATTEST: PAT FRANK CLERK OF CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA	8
By: Deputy Clerk	By:Chairman	. (
Subdivider Agreement for Performance - Placement of Lot Corners.doc		

Eng	S	
" Cho Erre	)	
O .		

# CORPORATE ACKNOWLEDGMENT:

STATE OF FLORIDA

COLINTY	OF HILL	SBOROUGH

COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this 20 day of May of
espectively President and VICE President of Pulte Home Company LLC
nc., a corporation under the laws of the state of Florida on behalf of the
orporation. He and/or she is personally known to me or has produced
s identification and did take an oath.
NOTARY PUBLIC:
Sign: Katurina Veges (Seal)
Print: KOHOVINA DIGGS  Katarina Diggs
Title or Rank: CONTY QUE COOY (IN OLOV)  Notary Public State of Florida
Serial Number, if any: Comm# HH114248 Expires 4/6/2025
My Commission Expires: 4/0/2025
NDIVIDUAL ACKNOWLEDGMENT:
TATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of,
0, by, who is personally known to me or who has produced as identification and who did take an oath.
NOTARY PUBLIC:
Sign:(seal)
Print:
Title or Rank:
Serial Number, if any:
Ty Commission Expires:

### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

Bond No. 59BSBIP3133

KNOW ALL MEN BY THESE PRESENTS, That we <u>Pulte Home Company</u>, <u>LLC</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</u> THOUSAND FIVE HUNDRED (\$3,500.00) 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>Belmond Reserve</u>

<u>Phase 3</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 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.

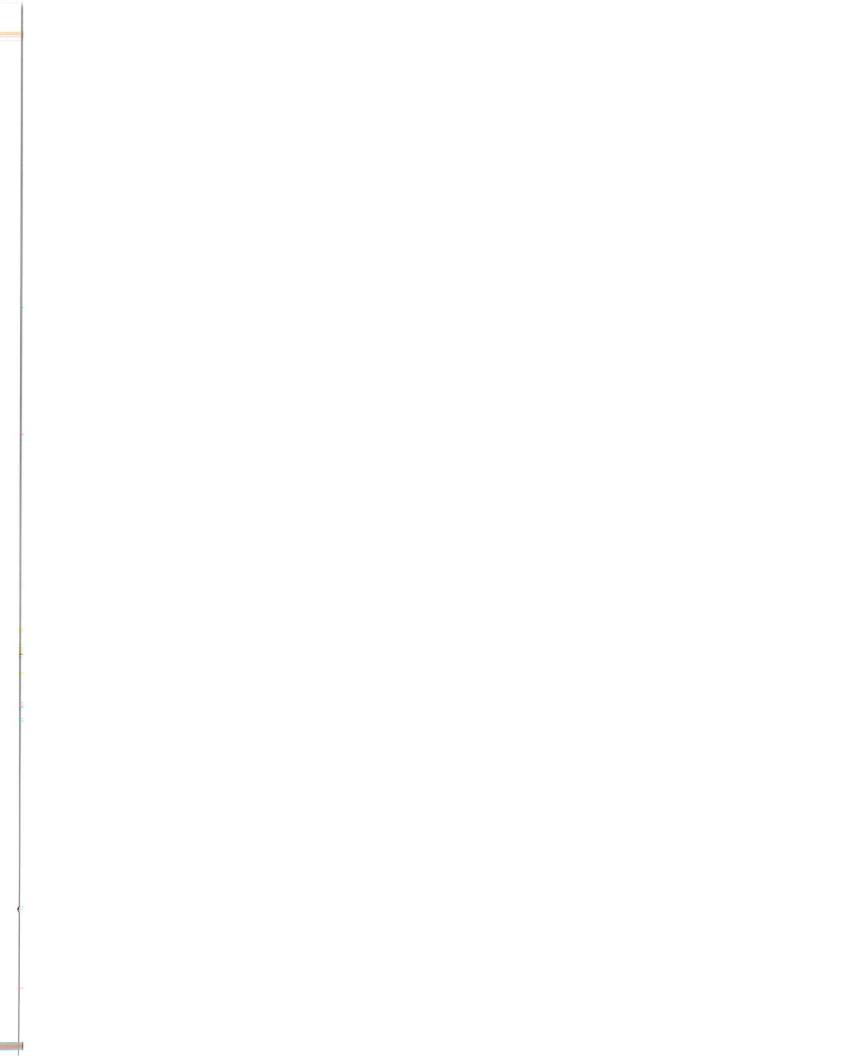
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as Belmond Reserve Phase 3 subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within 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 July 8, 2023.

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

ATTEST:	Pulte Home Company, LLC
Katarina Niggs KUtarina Diggs	BY: PRINCIPAL (SEAL) D. Bryce Langen, VP & Treasurer
	Hartford Fire Insurance Company SURETY (SEAL)
ATTEST:  Irma Aguilar	Jeremy Polk, ATTORNEY-IN-FACT (SEAL)
	APPROVED BY THE COUNTY ATTORNEY  Approved As To Form And Legal Sufficiency.



executed this	22 nd	day of	Merch	, 2021
	and the second s	44, 01		1 4041

# Pulte Home Company, LLC

PRINCIPAL

BY: D. Bryce Langen, VP & Treasurer

Notary Attached

# 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: USI INSURANCE SVCS NATIONAL INC Agency Code: 59-300168

X	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
	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 :

Matthew Erra, Jeremy Polk of PHOENIX, Arizona

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

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. Waynard Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021 CERTIFICATE

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 March 22nd, 2021 Signed and sealed at the City of Hartford.







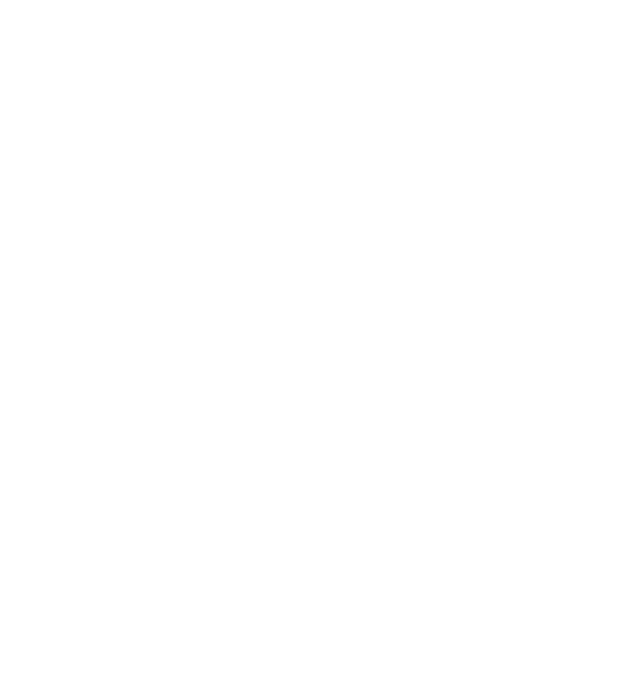






Kevin Heckman, Assistant Vice President

POA 2018



# **ACKNOWLEDGEMENT BY PRINCIPAL**

STATE OF GEORGIA)

) ss.

**COUNTY OF FULTON)** 

This record was acknowledged before me on March 22, 2021, appeared D. Bryce Langen, VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

SHIRLEY E HUTCHINS

Notary Public – State of Georgia

Fulton County

My Commission Expires Mar 18, 2023

Shirley E. Hutchins

Notary Public State of Georgia

My Commission Expires: March 18, 2022

# **Belmond Reserve Phase 3**

# **Performance Bond Calculation**

Construction costs for setting Lot Corners

# **SUMMARY**

Lot Corners \$2,800.00 \$2,800.00 Total

Performance Bond Amount (125% of total)

\$3,500.00

# Lot Corners

Description	Quantity	Unit	Unit Price	Amount
Setting Lot Corners	1	LS _	\$2,800.00	\$2,800.00
			TOTAL =	\$2,800.00

BEING A PORTION OF SECTION 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCR.
A PARCIL CIN SCTION
COMFINCT
TROFICAL SAID BOUND
BROOK 2709

<del>-7</del>Z

PROJECT	LOCATION MAP NOT TO SCALE BELHOUR RECERVE COMMULTY DEVILOPMENT DESTRICT, A UNIT OF SPECIAL PRIROSE LOCAL COVERNITEIT	FREINT MANT & TITLE)  FREINT MANT & TITLE)  FREINT MANTES  FREINT	NY COMMESSION CONTRES.  CLERK OF CIRCUIT COURT, COUNTY OF HILLSBOROUGH, STATE OF FLORIDA:  1 MERSON CREAT THAT THE SUBDISSION FLOY HER REQUIREMENT, IN 1989, OF CHUSTRY 10 MENDAS STATUTS, AND WAS INCOMED IN FALT DOOR THE STATUTS, AND WAS INCOMED OF CHARLE RECONDAS OF HILDBOROUGH COUNTY, FARED.  1 OF THE PUBLIC RECOND OF HILDBOROUGH, CANADAS, CA	CLERK OF CIRCUIT COURT  THIS DAY OF	DEPUTY CLIENT  BOARD OF COUNTY COMMISSIONERS: THE PLAT PLUS BEEN APPROVED FOR RECORDATION.	GENERARY  PLAT APROVAL: THE PLAT HOSE BEEN RUPERED IN ACCORDANCE WITH THE FLORIDA STATUTES, SECTION 177,001 FOR CHAPTER CONFORMITY. THE GEOMETRIC DATA HAS NOT BEEN VIRITED.	REVIEWED BY: FLORIDS ARE PRESENTED AND SAMPE, LICIDISE / SURVEY SECTION, GEOSATIAN, & LANG AGUESTON SERVICES DEPARTMENT, HILLSORGOIGH COUNTY, RIGHTON, SURVEY CERTETION, GEOSATIAN, & LANG AGUESTON SERVICES DEPARTMENT. THE TANK TO CONDUCT REPRESENTATION OF THE LAND CONDUCTION SERVICES AND THE REQUIREMENT OF THE REQUIREMENT OF THE REQUIREMENT OF CHARLES AND THE REQUIREMENT OF THE REQUIREMENT CONDUCTION OF THE REQUIREMENT CONDUCTION OF THE REQUIREMENT CONDUCTION OF THE REQUIREMENT CONDUCTION OF THE REQUIREMENT OF THE REQUIREMENT OF THE REQUIREMENT OF FLORIDS OF HIGH REQUIREMENT OF THE REQUIREMENT OF FLORIDS OF BOUNDING.	GREG BANCES  PROFESSIONAL SURVINOR & MAPRIX  STATE OF A PORTIAL ACADAM  AND MINISTRAL HIGHWAN  OIL WHORLAL HIGHWAN  TANNA, ROADEAL SURVINOSAL CHEMP SOME  TANNA SOME SOME SOME SOME SOME SOME SOME SOME
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 17994, MACE 908 OF THE FUBLIC RECORDS OF HILLSDOROUGH COUNTY, FLORIDA, LETH OF THE SHALL OF THE SHALL OF STORY IN THE SHALL OF STORY IN THE SHALL OF THE SHALL OF STORY IN THE SHALL OF STORY IN THE SHALL OF THE	DEDICATION: THE UNDEDSTATE, AS THE OWNERS OF THE LANDS FAXITIO HEREIN DO HEREN CIDICALT THIS PLAT OF THE BLUNON RESERVE, PAKEL 3 FOR RECORD, FURTHER, THE OWNERS DO HEREN STATE, INCLARE AND WART THE POLLOWING DEDICATIONS, AND RESERVATIONS, DACH THIS INTERESTS APPLIA.  OWNERS HEREND FORDICATE TO HELLOGORGICH COUNTY, ROSTION (THE COUNTY) AND THE PUBLIC IN CENTRAL FOR PUBLIC USE ALL STREETS AND ROADS DESIGNATED ON THE PUBLIC IN	OWNING DO FURIEW PERIORIT TO ANY PUBLIC OR PRIVATI UTILITY PROVIDER, TILCOMMUNICATIONS PROVIDER, ROBANDER, CABL TILLYZIONG OPPRATOR OR OWNINGS DO FURITHE AND SEAD AND WINDER THAT SERVICES THE DAYLOWING THE SERVICES AND SEAD AND SERVICES AND POST THE DAYLOWING THE SERVICES AND POST THE SERVICES AND POST TO THE DAYLOWING THE DAYLOWING COST ALL ARCHEO SHOWN HIGHOUR AT PUBLIC SERVICE AND SEAD AND SERVICES AND POST TO THE SERVICES AND POST THE DAYLOWING TO THE AND SEAD OF THE ALL ARCHEO SHOWN HIGHOUR POST THE SEAD AND SERVICES AND UNDER A PUBLIC DAYLOWING TO THE SEAD AND SERVICES AND UNDER A SEAD AND SEAD SEAD AND SEAD SEAD AND SE	OWNER: PULTI HONG CHOPANY, LIC A HIGHSON LIMITED PARTNERSHIP	STON WITNESS WITNESS WITNESS (PRINT NAME) (PRINT NAME)	ACKNOWLEDGMENT: State of regula County of helegorough	DAY OF PRESCRIPTOR THE ACCROMATICATION RESCRIPTION OF TAND DOCTORING NOT AND THE CONTAIN, WHO PRESCRIPT RESCRIPTION OF TAND DOCTORING NOT WHO PRESCRIPTION OF PROPERTY OF THE CONTAINS NOT AND WHO IS DIPERSONALLY ARROWN TO AS IDENTIFICATION.  NOT ON WHO PASS PRODUCED.  NOT AND THE CONTRIBUTION OF THE CONTRI		ARDURRA LICENSE #2610  ARDURRA LICENSE #2610  COLLABORAT. INHOVAT. CREAT.

SEE SHEET 2 OF 4 FOR KEY NAP SEE SHEET 2 OF 4 FOR LEGEND SHEET 1 OF 4

