

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

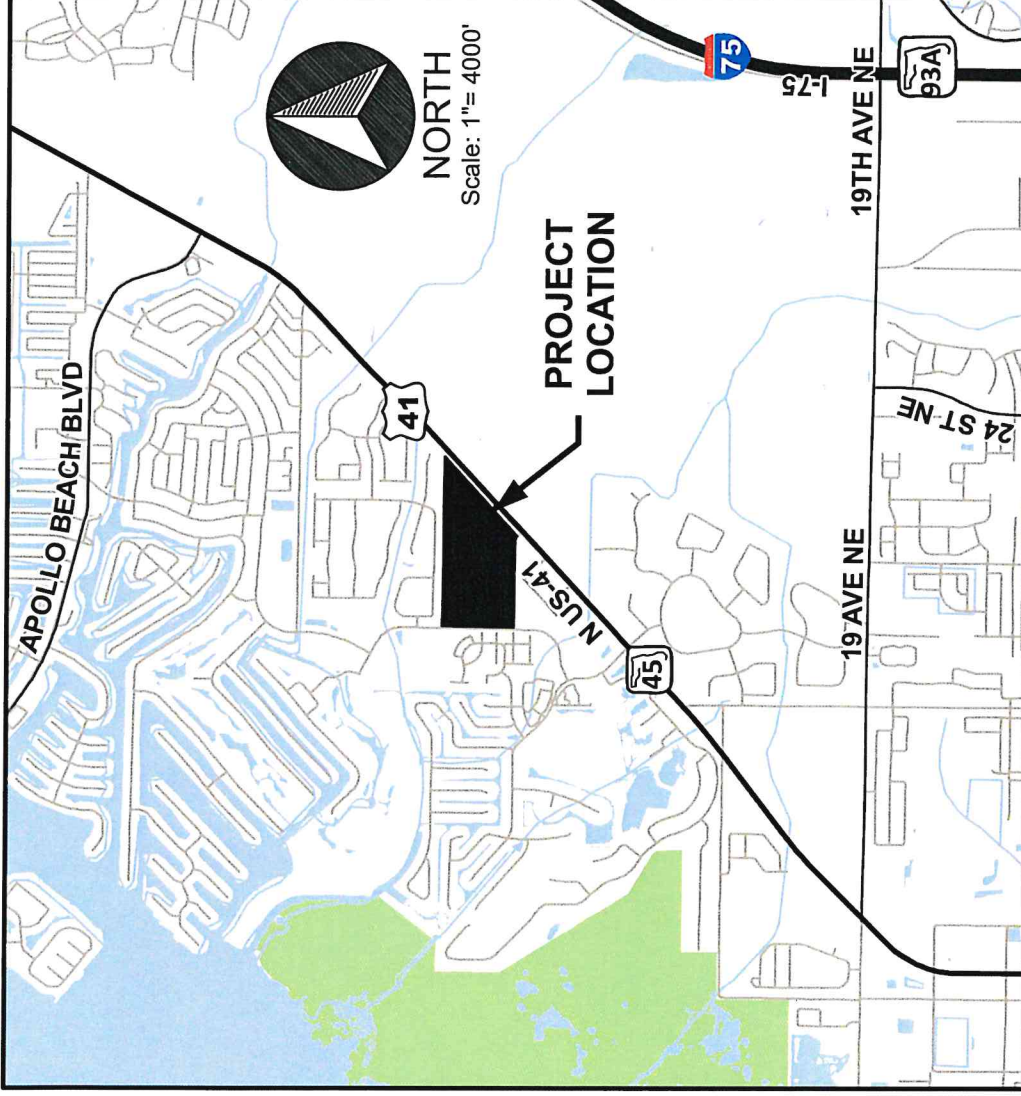
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**RECOMMENDATION:**

Accept the plat for recording for Mangrove Manor Phase 2, located in Section 28, Township 31, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water, wastewater and fire distribution) 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 \$62,196.00, a Warranty Bond in the amount of \$67,301.00, 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 \$12,070.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On October 1, 2020, Permission to Construct Prior to Platting was issued for Mangrove Manor Phase 2. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Forestar (USA) Real Estate Group, Inc. and the engineer is Halff.



SECTION 28 TOWNSHIP 31S RANGE 19E

LOCATION MAP

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

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

### Witnesseth

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

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

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

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

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

**WHEREAS**, the Subdivider has or will file with the Hillsborough County Development Review Division of 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:

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

hereafter referred to as the "County Improvements"; and

**WHEREAS**, the County required the Subdivider to warranty the aforementioned County 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 County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.

2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within 4 Months (4) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 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 the Development Services Department by the Subdivider.
3. The Subdivider agrees to warranty the County Improvements 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 County 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, number SU1178537 dated, October 22nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and Arch Insurance Company as Surety, or  
A Warranty Bond, number SU1178538 dated, October 22nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and Arch Insurance Company as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ dated \_\_\_\_\_ which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

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

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 the 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 exists between the constructed improvements and said certifications.



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 its 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 its 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 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 County Improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of the 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 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. Provide 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 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 its 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 the 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 this Agreement, effective as of the date set forth above.

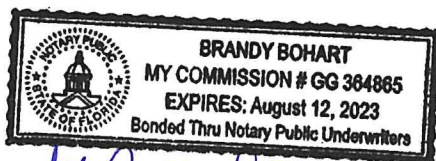
ATTEST:

Mary Moulton  
Witness Signature

Mary Moulton  
Printed Name of Witness

John M. Gannaly  
Witness Signature

John M. Gannaly  
Printed Name of Witness



NOTARY PUBLIC  
Brandy Bohart

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

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

Anthony Squitieri  
Name (typed, printed or stamped)

Vice President  
Title

4042 Park Oaks Blvd., Suite 200  
Address of Signer

813-392-3376  
Phone Number of Signer

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY: [Signature]  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

☒ Personally Known OR ☐ Produced Identification

  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

Brandy Bohart

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

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

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

☐ Personally Known OR ☐ Produced Identification

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

\_\_\_\_\_ called the Principal, and \_\_\_\_\_  
Arch Insurance Company called the Surety, are held and firmly bound unto the  
 BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of  
Sixty Two Thousand One Hundred and Ninety Six Dollars and 00/100 (\$ 62,196.00 ) 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.




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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as MANGROVE MANOR PHASE 2 subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within FOUR (4) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MAY 14, 2022.

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

ATTEST:

  
\_\_\_\_\_

Forestar (USA) Real Estate Group, Inc.

By  \_\_\_\_\_  
Principal Seal

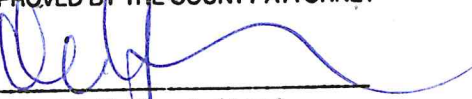
\_\_\_\_\_  
Arch Insurance Company  
Surety Seal

ATTEST:

  
Aimee Perondine, Witness

By  \_\_\_\_\_  
Attorney-In-Fact  
Noah William Pierce Seal

APPROVED BY THE COUNTY ATTORNEY

BY  \_\_\_\_\_  
Approved As To Form And Legal  
Sufficiency.

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

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

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

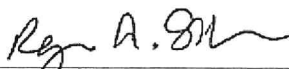
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13<sup>th</sup> day of August, 2021.


## Attested and Certified

  
Regan A. Shulman, Secretary

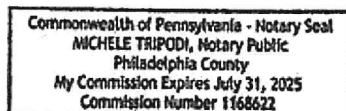
STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS




Arch Insurance Company

  
Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

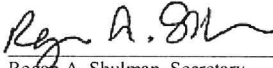


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 13, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20<sup>th</sup> day of October, 2021.

  
Regan A. Shulman, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



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

**SUBDIVISION WARRANTY BOND - ON SITE**

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

called the Principal, and

Arch Insurance Company

called the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of Sixty Seven Thousand Three Hundred and One Dollar and 00/100 (\$ 67,301.00 ) 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 Chapters 125, 163 and 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 following improvement facilities for maintenance in the approved platted subdivision known as MANGROVE MANOR PHASE 2. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Roadway, Storm System, Sanitary Sewer, and Water & Fire Distribution; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the Improvements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting the Improvements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations; and

**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; and

**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 Improvements for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known as MANGROVE MANOR PHASE 2 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 MAY 14, 2024.

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

ATTEST:

Forestar (USA) Real Estate Group, Inc.


  
\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
(Seal)


Arch Insurance Company  
\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
(Seal)

ATTEST:

  
\_\_\_\_\_  
Attorney-in-fact Signature  
Noah William Pierce

  
\_\_\_\_\_  
Aimee Perondine, Witness (Seal)

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



*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

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

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

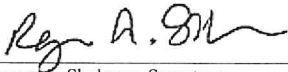
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13<sup>th</sup> day of August, 2021.


## Attested and Certified

  
Regan A. Shulman, Secretary

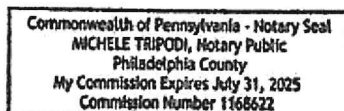
STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

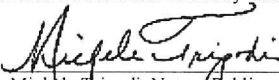


Arch Insurance Company

  
Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

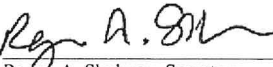


  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 13, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20<sup>th</sup> day of October, 2021.

  
Regan A. Shulman, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



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

# MANGROVE MANOR PHASE 2 PERFORMANCE

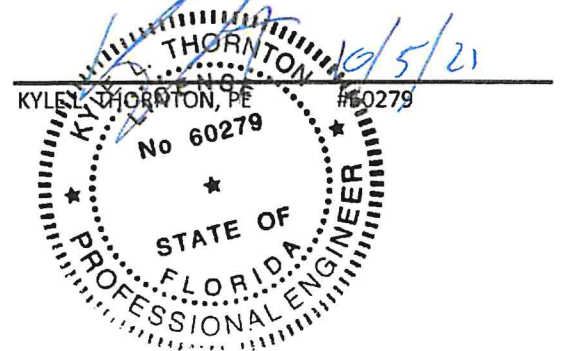
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

OCTOBER 5, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	MANOR ROADWAY IMPROVEMENTS				
1.01	3/4" TYPE SP 9.5 ASPHALT (FINAL LIFT)	8075	SY	\$4.75	\$38,356
1.02	5' ADA HANDICAPPED RAMP	12	EA	\$950.00	\$11,400
	MANOR ROADWAY IMPROVEMENTS TOTAL				\$49,756
Grand Total					\$49,756
PERFORMANCE BOND				125%	\$62,196





# MANGROVE MANOR PHASE 2 WARRANTY

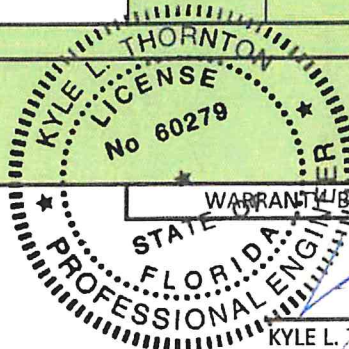
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

OCTOBER 5, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>MANOR ROADWAY IMPROVEMENTS</b>				
1.01	3/4" TYPE SP 9.5 ASPHALT (FINAL LIFT)	8075	SY	\$4.75	\$38,356
1.02	1" TYPE SP 9.5 ASPHALT (INITIAL LIFT)	8075	SY	\$7.25	\$58,544
1.03	7" CEMENT TREATED LIMEROCK BASE	8075	SY	\$14.00	\$113,050
1.04	12" COMPACTED SUBGRADE	8075	SY	\$2.00	\$16,150
1.05	MIAMI CURB W\ STABILIZATION	6950	LF	\$12.75	\$88,613
1.06	6" CONCRETE SIDEWALK W\ FIBER	4525	SF	\$6.00	\$27,150
1.07	5' ADA HANDICAPPED RAMP	12	EA	\$950.00	\$11,400
1.08	SIGNAGE & STRIPING	1	LS	\$11,000.00	\$11,000
	<b>MANOR ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$364,263</b>
<b>2.00</b>	<b>MANOR STORM SYSTEM</b>				
2.01	15" CLASS III RCP STORM	75	LF	\$34.75	\$2,606
2.02	18" CLASS III RCP STORM	625	LF	\$40.25	\$25,156
2.03	HILLS. CO. TYPE 1 CURB INLET	9	EA	\$4,950.00	\$44,550
2.04	STORM MANHOLE	1	EA	\$2,650.00	\$2,650
2.05	6" UNDERDRAIN (FINE AGGREGATE)	1560	LF	\$14.25	\$22,230
2.06	UNDERDRAIN CLEANOUT	10	EA	\$240.00	\$2,400
	<b>MANOR STORM SYSTEM TOTAL</b>				<b>\$99,593</b>
<b>3.00</b>	<b>MANOR SANITARY SEWER</b>				
3.01	8" PVC (0'-6' CUT)	465	LF	\$16.50	\$7,673
3.02	8" PVC (6'-8' CUT)	915	LF	\$18.50	\$16,928
3.03	8" PVC (8'-10' CUT)	405	LF	\$20.50	\$8,303
3.04	8" PVC (10'-12' CUT)	115	LF	\$23.50	\$2,703
3.05	SANITARY MANHOLE (0'-6' CUT)	2	EA	\$2,900.00	\$5,800
3.06	SANITARY MANHOLE (6'-8' CUT)	4	EA	\$3,200.00	\$12,800
3.07	SANITARY MANHOLE (8'-10' CUT)	1	EA	\$3,350.00	\$3,350
3.08	SINGLE SERVICE	11	EA	\$695.00	\$7,645
3.09	DOUBLE SERVICE	28	EA	\$925.00	\$25,900
	<b>MANOR SANITARY SEWER TOTAL</b>				<b>\$91,100</b>
<b>4.00</b>	<b>MANOR WATER &amp; FIRE DISTRIBUTION</b>				
4.01	6" PVC WATER MAIN (DR 18)	3340	LF	\$13.50	\$45,090
4.02	6" GATE VALVE ASSEMBLY	10	EA	\$890.00	\$8,900
4.03	6" MJ BEND	36	EA	\$180.00	\$6,480
4.04	6" MJ TEE	1	EA	\$280.00	\$280
4.05	FIRE HYDRANT ASSEMBLY	6	EA	\$3,950.00	\$23,700
4.06	SINGLE SERVICE SHORT	59	EA	\$285.00	\$16,815
4.07	SINGLE SERVICE LONG	46	EA	\$365.00	\$16,790
	<b>MANOR WATER &amp; FIRE DISTRIBUTION</b>				<b>\$118,055</b>
<b>Grand Total</b>					<b>\$673,010</b>
WARRANTY BOND				10%	\$67,301



KYLE L. THORNTON, PE

#60279

10/5/21

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

This Agreement made and entered into this 21 day of July, 2021 by Forestar (USA) Real Estate Group Inc. and Hillsborough County, Florida, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

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

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

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

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

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

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

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within **FOUR** (4) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_
  - b. A Performance Bond, number SV1178536 dated, October 22nd, 2021 with Forestar (USA) Real Estate Group Inc. as Principal, and Arch Insurance Company as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. Cashier/Certified Check, number \_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by the County into a non-interest bearing



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

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

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

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

ATTEST:

Mary Moulton  
Witness Signature

Mary Moulton  
Printed Name of Witness

[Signature]  
Witness Signature

ELLEN M. GARNETT  
Printed Name of Witness

Subdivider:

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

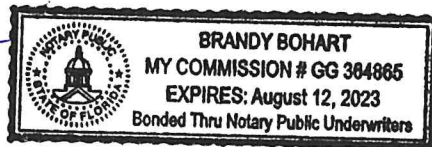
Anthony Squitieri  
Name (typed, printed or stamped)

Vice President / Division President  
Title

4042 Park Oaks Blvd., Suite 200  
Address of Signer

813-392-3376  
Phone Number of Signer

Brandy Bohart  
NOTARY PUBLIC



CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]  
Approved As To Form And Legal  
Sufficiency.

**Representative Acknowledgement**

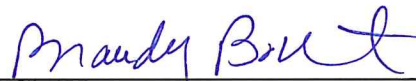
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

27th day of October, 2021, by Anthony Squitieri as  
(day) (month) (year) (name of person acknowledging)

Vice President for Forestar (USA) Real Estate Group Inc.  
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

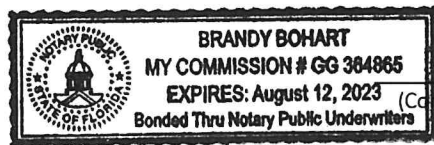
☒ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)



GG 364865

(Commission Number)

8/12/2023

(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)

☐ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

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

(Notary Seal)

(Commission Number)

(Expiration Date)

\_ called the Principal, and

called the Surety, are held and firmly bound unto the

Twelve Thousand and Seventy Dollars and 00/100 (\$12,070.00) Dollars for the payment of which sum,

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



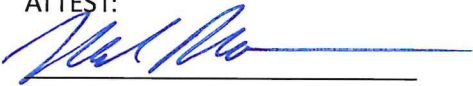
NOW THEREFORE, the conditions of this obligation are such, that:

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **MANGROVE MANOR PHASE 2** subdivision all lot corners as required by the State in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within **FOUR (4)** months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

**THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL MAY 14, 2022.**

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

ATTEST:


  
\_\_\_\_\_


Forestar (USA) Real Estate Group, Inc.

BY:   
PRINCIPAL (SEAL)

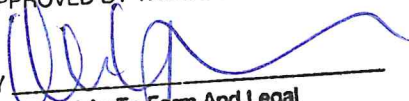
Arch Insurance Company  
SURETY (SEAL)

ATTEST:

  
Aimee Perondine, Witness

  
ATTORNEY-IN-FACT (SEAL)  
Noah William Pierce

APPROVED BY THE COUNTY ATTORNEY

BY:   
Approved As To Form And Legal Sufficiency.

*This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

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

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

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

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 13<sup>th</sup> day of August, 2021.

## Attested and Certified

*Regan A. Shulman*

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

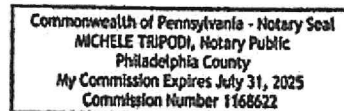


Arch Insurance Company

*Stephen C. Ruschak*

Stephen C. Ruschak, Executive Vice President

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Michele Tripodi*

Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated August 13, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20<sup>th</sup> day of October, 2021.

*Regan A. Shulman*

Regan A. Shulman, Secretary

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

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



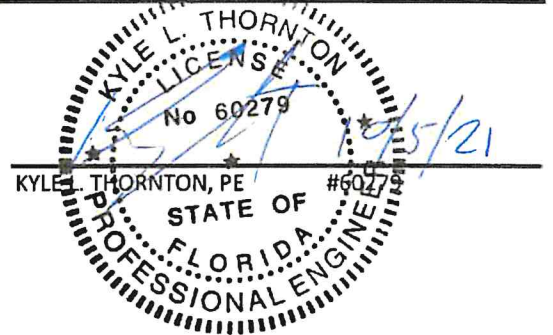
**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

**MANGROVE MANOR PHASE 2**

Hillsborough County, FL

**LOT CORNERS****OCTOBER 5, 2021**

<b>1.00</b>	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	105	Per Lot	\$82.00	\$8,610.00
1.02	Monuments - Misc Tracts	0	Per Tract	\$70.00	\$0.00
1.03	Verification by PLS	8	Hours	\$130.00	\$1,040.00
	<b>TOTAL</b>				<b>\$9,650.00</b>
<b>Grand Total</b>					<b>\$9,650.00</b>
<b>PERFORMANCE BOND</b>				<b>125%</b>	<b>\$12,070</b>



A REPLAT OF TRACT E OF MANGROVE MANOR PHASE 1, AS RECORDED IN PLAT BOOK 141, PAGE 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

A REPLAT OF TRACT E OF MANOR GROVE MANOR PHASE 1, AS RECORDED IN PLAT BOOK 141, PAGE 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA.

**S&D PARCEL CONTAINING 26.69 ACRES, MORE OR LESS,**

[illegible][illegible]

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

**BY: ANTHONY J. SOUTHERI, DIVISION VICE PRESIDENT**

WITNESSES:

**WITNESSES**

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

**ACKNOWLEDGMENT**  
**STATE OF FLORIDA**  
**COUNTY OF HILLSBOROUGH**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_\_\_\_\_ PHYSICAL PRESENCE OR \_\_\_\_\_ ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021 BY ANTHONY J. SQUITTERI AS DIVISION VICE PRESIDENT OF FORESTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE COMPANY, HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

**SIGNATURE**

ππ

PRINTED NAME \_\_\_\_\_

SERIAL NUMBER, IF APPLICABLE

## SURVEYOR'S CERTIFICATE

I, MARION J. MURPHY, THE UNDERSIGNED PROFESSIONAL SURVEYOR & MAPPER, HEREBY CERTIFY THAT THIS PLATED SUBDIVISION IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED, THAT THIS PLAN WAS PREPARED UNDER MY PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SURVING REQUIREMENTS OF CHAPTER IV, PART I, ARTICLES XXII, XXXI AND XXXII OF THE FLORIDA CONSTITUTION, AND THE LITMSTROPHOL CHARTER OF 1820 AS SHOWN HEREON, AND THAT PERMANENT MONUMENTS (SPARKS) WERE SET ON THE THIRTY-FOOT CORNERS OF EACH LOT IN ACCORDANCE WITH THE FLORIDA STATUTE OR LITMSTROPHOL CHARTER OF 1820 AS SHOWN HEREON, AND THAT PERMANENT CONTROL POINTS (PC-P3) AND LOT CORNERS HAVE BEEN SET OR WILL BE SET PER REQUIREMENTS OF FLORIDA STATUTE OR LITMSTROPHOL CHARTER OF 1820 IN ACCORDANCE WITH THE FLORIDA STATUTE OR LITMSTROPHOL CHARTER OF 1820.

**Aaron J. Murphy, PSM**

DA

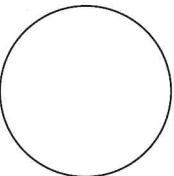
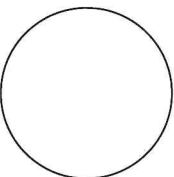


**HAMILTON**  
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST  
TAMPA, FL 33606  
TEL: 813.250.3535

LB#7013 CA#0674  
www.HamiltonEngineering.US

775 WARNER LANE  
ORLANDO, FL. 32808  
TEL: 407.362.5929

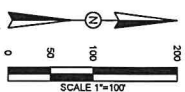




A REPLAT OF TRACT E OF MANGROVE MANOR PHASE 1, AS RECORDED IN PLAT BOOK 141, PAGE 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

**BOUNDARY AND KEY SHEET**

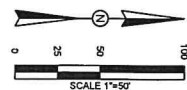
## BOUNDARY AND KEY SHEET



TRACT TABULATION	
TRACT A	- PUBLIC ROADWAY
TRACT B	- COMMON AREA (PRIVATE) AND UTILITY EASEMENT (PUBLIC)
TRACT C	- DRAINAGE AREA (PRIVATE) AND DRAINAGE EASEMENT (PUBLIC)
TRACT D	- COMMON AREA (PRIVATE) AND UTILITY EASEMENT (PUBLIC)
TRACT E	- COMMON AREA (PRIVATE) AND UTILITY EASEMENT (PUBLIC)
TRACT F	- RIGHT-OF-WAY DEDICATION AND CONVEYANCE (PUBLIC)
TRACT G	- RIGHT-OF-WAY DEDICATION AND CONVEYANCE (PUBLIC)

- 
- HAMILTON**  
ENGINEERING & SURVEYING, LLC
- 3400 W. LEMON ST.  
TAMPA, FL 33608  
TEL: 813.260.3555
- 18 8013 CAWATE  
www.hamiltonengineering.us
- 775 WARNER LANE  
ORLANDO, FL 32803  
TEL: 407.352.2290

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CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	20.00'	S 44°14'47"E	28.35'	31.51'	90°15'48"
C6	20.00'	S 45°45'13"W	28.22'	31.32'	89°44'12"
C17	20.00'	N 44°14'47"W	28.35'	31.51'	90°15'48"
C18	20.00'	S 45°45'13"W	28.22'	31.32'	89°44'12"

- LEGEND**
- FOUND "X"X" CONCRETE MONUMENT LB# 7013, UNLESS OTHERWISE NOTED
  - (SET) PPM PERMANENT REFERENCE MONUMENT "X"X"
  - (SET) PPM PERMANENT REFERENCE MONUMENT LB# 7013, UNLESS OTHERWISE NOTED
  - (SET) PPM PERMANENT REFERENCE MONUMENT BLUE CAPPED
  - (SET) ROAD "PPM LB# 7013"
  - LICENSED BUSINESS
  - UNDEVELOPED LINE
  - OVERALL LINE
  - OVERALL
  - OVERALL RECORDS
  - RADIAL LINE



**HAMILTON**  
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775 WARNER LANE  
ORLANDO, FL 3280  
TEL: 407.362.5929

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775 WARNER LANE  
ORLANDO, FL 32801  
TEL: 407.362.5929

MATCH LINE SHEET 6

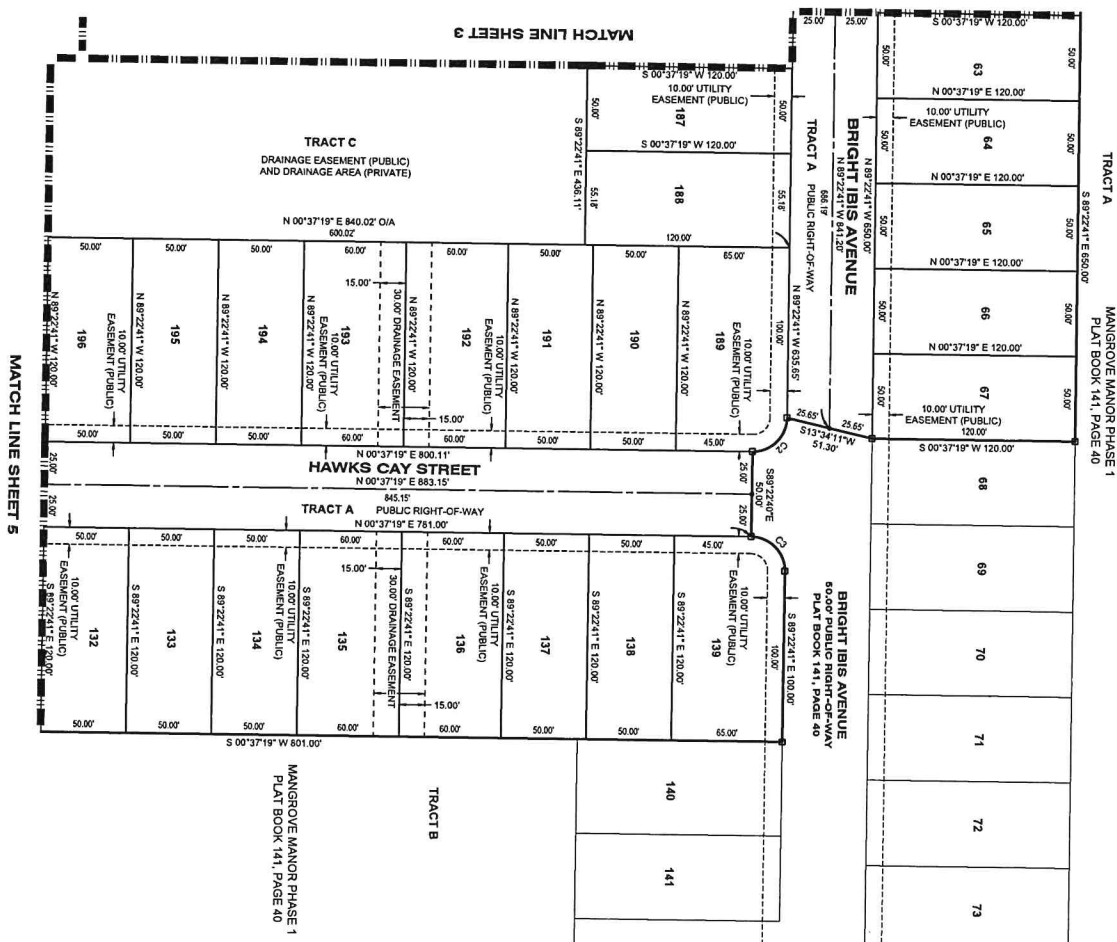
MATCH LINE SHEET 4

SHEET 3 OF 6

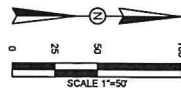
# MANGROVE MANOR PHASE 2

A REPLAT OF TRACT E OF MANGROVE MANOR PHASE 1, AS RECORDED IN PLAT BOOK 141, PAGE 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



CURVE TABLE				
CURVE#	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C2	20.00'	S 44°32'41" E	28.28'	31.42'
C3	20.00'	N 45°37'19" E	28.28'	31.42'

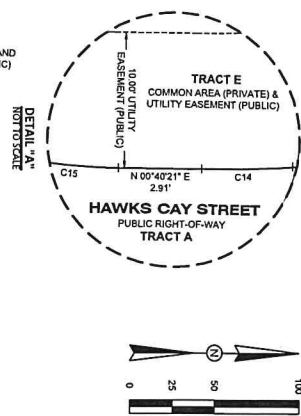


## LEGEND

- FOUND 4"x4" CONCRETE MONUMENT L&P 7013, UNLESS OTHERWISE NOTED
- CONCRETE MONUMENT 4"x4" L&P 7013, UNLESS OTHERWISE NOTED
- PERMANENT CONTROL POINT L&P 7013
- PERMANENT REFERENCE MONUMENT BLUE
- CONCRETE MONUMENT 4"x4" L&P 7013
- L&P 7013
- NON-ADJACENT LINE
- ADJACENT LINE
- OFFICIAL RECORDS
- RADIAL LINE

A REPLAT OF TRACT E OF MANGROVE MANOR PHASE 1, AS RECORDED IN PLAT BOOK 141, PAGE 40, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

1

[illegible]

NO



# MANGROVE MANOR PHASE 2

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(R) = RADIAL LINE

**SHEET 6 OF 6**



### FINAL - Certificate of School Concurrency

<b>Project Name</b>	Mangrove Manor Phase 1 & 2
<b>Jurisdiction</b>	Hillsborough County
<b>Jurisdiction Project ID Number</b>	5012
<b>HCPS Project ID Number</b>	SC-677
<b>Parcel / Folio Number(s)</b>	516250000, 516260000, 516271000
<b>Project Location</b>	5608 N US 41, 105 & 239 Leisey Road, Apollo Beach
<b>Dwelling Units &amp; Type</b>	203 Single-Family Detached
<b>Applicant</b>	D.R. Horton, Inc.

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	40	18	28		86

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

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Mitigation Developer Agreement (DA 20-0706), the terms of which were approved by the School Board on August 25, 2020 and the Hillsborough County BOCC on September 16, 2020. The Applicant contributed funds on June 7, 2021 in the amount of \$501,875.00 thereby satisfying the requirement to construct middle school seats to accommodate the proposed development as more particularly described therein.

Renée M. Kamen, AICP  
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 Growth Management Department  
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 P: 813.272.4083

June 7, 2021  
 Date Issued