SUBJECT:

Mangrove Manor Phase 2

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

Project Review & Processing

BOARD DATE:

December 14, 2021

CONTACT:

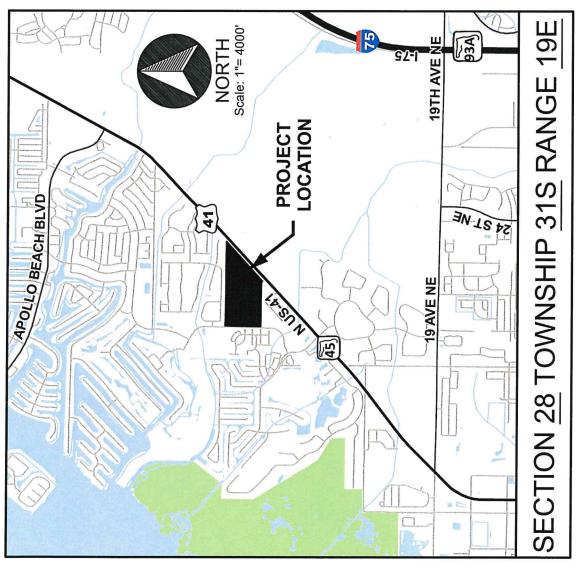
Lee Ann Kennedy

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.



LOCATION MAP

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

This Agreement made and entered Forestar (USA) Real Estate Group Inc.			er referred		-		between r"and
Hillsborough County, a political subdivision							
	<u>W</u>	<u> /itnesseth</u>					
WHEREAS, the Board of Cour Development Code, hereinafter referred to Florida Statutes; and	•						
WHEREAS, the LDC affects the subd	livision of lan	d within the u	nincorporated	areas of Hi	llsborou	gh Count	y; and
WHEREAS, pursuant to the LDC, Hillsborough County, Florida, for approval a PHASE 2 , her	nd recordation	on, a plat of a	subdivision kn	own as MA			
WHEREAS, a final plat of a subdivapproved and recorded until the Subdivider be installed; and		-					
WHEREAS, the improvements requiple tunder guarantees posted with the Cou	-	OC in the Subo	livision are to	be installed	d after re	cordatio:	n of said
WHEREAS, the Subdivider has or Development Services Department drawing roads, streets, grading, sidewalks, stormwond easements and rights-of-way as shown on LDC and required by the County; and	gs, plans, spe ater drainage	cifications and systems, wa	d other inform ter, wastewate	ation relati er and recla	ng to the	e constru ater syste	ction, of ems and
WHEREAS, the Subdivider agree platted area; and	es to build	and constru	uct the afore	ementioned	l impro	vements	in the
WHEREAS, pursuant to the LDC, improvements for maintenance as listed be		-			t, upon	complet	ion, the
	Water №	/lains/Services	5	Storm	water Dra	ainage Sy	stems
	Sanitary	Sewer Distrib	oution System	Bridge	S		
Reclaimed Water Mains/Services	Sidewal	ks					
Other:						_	
hereafter referred to as the "County	Improvemer	nts"; and					
WHEREAS, the County required the	Subdivider to	warranty the	aforemention	ed County I	mprover	nents aga	ainst any
defects in workmanship and materials and a	agrees to cor	rect any such o	defects which a	arise during	the war	ranty per	iod; and

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

WHEREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the

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

performance of said warranty and obligation to repair.

Improvements, the Subdivider and County agree as follows:

- 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	
	order of	
b.	A Performance Bond, number SU 22nd, 2021 Real Estate Group, Inc. Arch Insurance Company	with Forestar (USA) _as Principal, and
	A Warranty Bond, number SUITE 2201, 2021 Real Estate Group, Inc. Arch Insurance Company	_with Forestar (USA) _ as Principal, and
c.	Cashier/Certified Checks, number and dated deposited by the County into a non-upon receipt. No interest shall be received by the County pursuant to	which shall be interest bearing escrow account paid to the Subdivider on funds

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:
 - 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
 - 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.

IN WITNESS WHEREOF, the parties hereto have executed this Ag	greement, effective as of the date set forth above.
ATTEST:	Subdivider:
May Mont ton	By / \
Witness Signature	Authorized Corporate Officer or Individual
	(Sign before Notary Public and 2 Witnesses)
MARY Moulta	Anthony Squitieri
Printed Name of Witness	Name (typed, printed or stamped)
Them land a	Vice President
Witness Signature	Title
TOHN M. Ganaly	4042 Park Oaks Blvd., Suite 200
Printed Name of Witness	Address of Signer
	813-392-3376
BRANDY BOHART MY COMMISSION # GG 364865 EXPIRES: August 12, 2023 Bonded Thru Notary Public Underwriters NOTARY PUBLIC A WY SOLUTION NOTARY PUBLIC NOTARY PUBLIC A WY SOLUTION NOTARY PUBLIC NOTARY PUBLIC	Phone Number of Signer
CORPORATE SEAL	
(When Appropriate)	
ATTEST:	DOADD OF COUNTY COMMISSIONEDS
CINDY STUART Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA
Ву:	Ву:
Deputy Clerk	Chair
	APPROVED BY THE COUNTY ATTORNEY BY Approved As To Form And Legal

This document contains the entire agreement of these parties. It shall not be modified or altered except in

14.

writing signed by the parties.

Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before	re me by mean	s of 🗵 physical presence or 🔲	online notarization, this
27th day of October	2021	_{, by} Anthony Squitieri	as
(day) (month)	(year)	(name of person ack	
Vice President	for Forestar	(USA) Real Estate Group Inc	o
(type of authority,e.g. officer, trustee, attorney in fact)	(name o	of party on behalf of whom instrument wa	as executed)
Personally Known OR Produced Identifi	cation	(Signature of Notary Publ	lic - State of Florida)
Type of Identification Produced	_ в	randy Bohart	
		(Print, Type, or Stamp Commis	sioned Name of Notary Public)
MY COMMISS	Y BOHART ION # GG 384865	SG 364865	8/12/2023
	August 12, 2023 — Try Public Underwriters	Commission Number)	(Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH			
The foregoing instrument was acknowledged befo	re me by mean		online notarization, this
day of (day) (month)	,(year)	, by(name of person ack	nowledging)
Personally Known OR Produced Identific		(Signature of Notary Publ	
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	_	(Print, Type, or Stamp Commis	sioned Name of Notary Public)
(Notary Seal)	-	(Commission Number)	(Expiration Date)

SUBDIVISION PERFORMANCE 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 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.
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 Subdivision Performance Bond; and
WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of
Hillsborough County; and
WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting
of the MANGROVE MANOR PHASE 2 subdivision; and
WHEREAS, the Principal has filed with the Development Review Division of the Development Services
Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information
relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat,

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, the terms of which Agreement require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

1 of 2 06/2021

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

Approved As To Form And Legal Sufficiency.

A.	If the Principal shall well and truly build MANGROVE MANOR PHASE 2	d, construct, and install in the platted area known as subdivision
	sidewalks, bridges, culverts, gutters, was facilities, to be built and constructed drawings, plans, specifications, and other Review Division of Development Serve Principal, and shall complete all of	alleys or other rights-of-way shown on such plat, ater and wastewater and other necessary drainage in the platted area in exact accordance with the er data and information filed with the Development vices Department of Hillsborough County by the said building, construction, and installation within rom the date that the Board of County Commissioners
	approves the final plan and accepts this pe	
В.	If the Principal shall faithfully perform manner prescribed in said Agreement;	the Subdivider's Agreement at the times and in the
THEN THIS OBL FORCE AND EFFECT U	IGATION SHALL BE NULL AND JNTIL <u>May 14, 2022</u>	VOID; OTHERWISE, TO REMAIN IN FULL
SIGNED, SEAL	.ED AND DATED this <u>22nd</u> day of <u>C</u>	<u>October</u> , 20 <u>21</u> .
ATTEST:		Forestar (USA) Real Estate Group, Inc.
Marshu		Pr incip al Seal
ATTEST:		Arch Insurance CompanySurety Seal
Limel Poro, Aimee Perondine, W		Attorney-In-Fact Seal
	APPROVED BY THE COUNTY ATTORNEY	Noah William Pierce

2 of 2

06/2021

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

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 13th day Insurance of August, 2021.

> CORPORATE SEAL 1971

Attested and Certified

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.

Missouri

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

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 day of October. 20 21

A. Shulman, Secretary

My commission expires 07/31/2025

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 Insurance CTHEFCHATE 1971

Missouri

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

AICPOA040120 Printed in U.S.A.

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 Sixty Se	OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of even Thousand Three Hundred and One Dollar and 00/100 (\$ 67,301.00) Dollars for the payment of which
	d ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.
pursuar as ame	WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations at to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, and Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this ty Bond; and
	WHEREAS, these subdivision regulations affect the subdivision of land within the unincorporated areas of rough County; and
County known a	. The improvement lacindes to be accepted,
	er referred to as the "Improvements" are as follows: Roadway, Storm System, Sanitary Sewer, and Water & Fire stribution
Improve	WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the ements that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting provements for a definite period of time in an amount prescribed by the aforementioned subdivision regulations;
"Subdivi	WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a ider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal and instrument warranting the above-described improvements; and
	WHEREAS, the terms of said Subdivider's Agreement are by reference, hereby, incorporated into de a part of this Warranty Bond.
ī	NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:
r k	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;
e s	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:

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C. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed i
said Agreement;
THEN THIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND EFFECT UNTIL
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:
_ Mach With a Cline Perondine
Attorney-in-fact Signature Aimee Perondine, Witness (Seal) Noah William Pierce

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

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

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 13th day MSurance of August, 2021.

> CORPORATE SEAL

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS Arch Insurance Company

Stephen C. Ruschak, Executive Vice President

ripodi, Notary Public

My commission expires 07/31/2025

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.

Missouri

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

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 30 day of Och ber 20 21 .

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 15urance SEAL 1971 Missouri

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

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



KYLEL THORNTON, PE #50279
NO 60279
NO 60279
NO 60279
NO 60279
NO 60279
NO 60279

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
1.00	MANOR ROADWAY IMPROVEMENTS	学 的问题的变化	All of the		
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
	MANOR ROADWAY IMPROVEMENTS TOTAL	一个是有			\$364,263
2.00	MANOR STORM SYSTEM	12/19/17			
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
	MANOR STORM SYSTEM TOTAL				\$99,593
3.00	MANOR SANITARY SEWER	A STATE OF THE STA			
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
	MANOR SANITARY SEWER TOTAL				\$91,100
4.00	MANOR WATER & FIRE DISTRIBUTION			FREEZE	
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
	MANOR WATER & FIRE DISTRIBUTION	WILLIAM TO PAIN THE			\$118,055

Grand Total

CENSE

\$673,010

WARR

HRANT LEOND

10%

\$67,301



KYLE L. THORNTON, PE

#60279

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

Forestar (L	JSA) Real Estate	and entered into thisday of, 20by_, and between, 20by_, and between, bereinafter referred to as the "Subdivider" and I subdivision of the State of Florida, hereinafter referred to as the "County."
	, ,	Witnesseth
	Code, hereinafte	rd of County Commissioners of Hillsborough County has established a Lander referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
WHER	EAS, the LDC affe	ects the subdivision of land within the unincorporated areas of Hillsborough County; and
of Hillsborou	-	to the LDC, the Subdivider has submitted to the Board of County Commissioners Florida, for approval and recordation, a plat of a subdivision known as SE 2 (hereafter referred to as the "Subdivision"); and
County shall	not be appro	plat of a subdivision within the unincorporated area of Hillsborough eved and recorded until the Subdivider has guaranteed to the satisfaction of I be installed; and
		ners required by Florida Statutes in the Subdivision are to be installed after recordation of sted with the County; and
WHER	EAS , the Subdivi	der agrees to install the aforementioned lot corners in the platted area.
approval of th	e County to reco	consideration of the intent and desire of the Subdivider as set forth herein, to gain rd said plat, and to gain acceptance for maintenance by the County of the aforementioned and County agree as follows:
1.		ditions and regulations contained in the LDC, are hereby incorporated by reference and
1.		this Agreement.
2.	The Subdivider	r agrees to well and truly build, construct and install in the Subdivision, within (4) months from and after the date that the Board of County
		approves the final plat and accepts the performance bond rendered pursuant to paragraph
		corners as required by Florida Statutes.
3.		agrees to, and in accordance with the requirements of the LDC does hereby deliver to instrument ensuring the performance of the obligations described in paragraph 2, above, tified as:
	a.	Letter of Credit, number, dated with
	b.	A Performance Bond, number <u>SUNTASSG</u> dated, <u>October</u> 22nd, 2021 with <u>Forestar (USA)</u> Real Estate Group <u>Toc.</u> as Principal, and <u>Arch Tosurance Company</u> as Surety, or
	C.	Escrow ageement, dated, between,
		and the County, or
	C.	Cashier/Certified Check, number, dated, which shall be deposited by the County into a non-interest bearing

1 of 4 06/2021

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.

2 of 4 06/2021

IN WITNESS WHEREOF, the parties hereto have executed this Ag	reement, effective as of the date set forth above.
ATTEST:	Subdivider:
m al III	
Mary Monton	ву
Witness Signature	Authorized Corporate Officer or Individual
	(Sign before Notary Public and 2 Witnesses)
MAKY Moulton	Anthony Squitieri
Printed Name of Witness	Name (typed, printed or stamped)
Mar. Int I	Vice President / Division President
Witness Signature	Title
Glo HN' X1. Gannity	4042 Park Oaks Blvd., Suite 200
Printed Name of Witness	Address of Signer
	-
	813-392-3376
O BRANDY BOHART	Phone Number of Signer
NOTARY RUBLIC EXPIRES: August 12, 2023 Bonded Thru Notary Public Underwriters	
CORPORATE SEAL	
(When Appropriate)	
ATTEST:	
CINDY STUART	BOARD OF COUNTY COMMISSIONERS
Clerk of the Circuit Court	HILLSBOROUGH COUNTY, FLORIDA
By: Deputy Clerk	By: Chair
Deputy Clerk	Chair
	APPROVED BY THE COUNTY ATTORNEY
	Appreved As To Form And Legal Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoin	g instrument was acknowledged bef	fore me by mear	ns of 🗵 ph	nysical presence or 🔲 online	e notarization, this
27th_day	ofOctober	, 2021	by	Anthony Squitieri	as
(day)	(month)	(year)		(name of person acknowle	dging)
Vice Pres	ident	_ forFores	tar (USA) Rea	l Estate Group Inc.	<u> </u>
(type of autho	rity,e.g. officer, trustee, attorney in fact)	(name	of party on b	ehalf of whom instrument was exec	uted)
X Persona	ly Known OR 🔲 Produced Identi	fication	Pma	(Signature of Notary Public - St	ate of Florida)
Ty	pe of Identification Produced		F	Brandy Bohart	
			(Prin	t, Type, or Stamp Commissione	d Name of Notary Public)
	MY COM	ANDY BOHART MISSION # GG 38486	55 5 G 36	4865	8/12/2023
		ES: August 12, 2023 Notary Public Underwri	(Ca hmissi ters	on Number)	(Expiration Date)
STATE OF FL	Acknowledgement ORIDA HILLSBOROUGH				
The foregoin	g instrument was acknowledged bef	ore me by mear	ns of \square ph	nysical presence or \square online	e notarization, this
day	of	_/	by		·
(day)	(month)	(year)		(name of person acknowle	dging)
☐ Persona	ly Known OR 🔲 Produced Identi	fication	9		
				(Signature of Notary Public - St	ate of Florida)
	pe of Identification Produced				
.,		_	(Prin	t, Type, or Stamp Commissione	d Name of Notary Public)
	(Notary Seal)	-	(Commissi	on Number)	(Expiration Date)

4 of 4 06/2021

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

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 b ound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of
Twelve Thousand and Seventy Dollars and 00/100 (\$12,070.00) 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 adopted subdivision
regulations in its Land Development Code pursuant to the authority granted to it in Chapters 125, 163 and
177, Florida Statutes, which regulations are by reference hereby incorporated into and made a part of this
performance bond; and

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

WHEREAS, pursuant to these subdivision regulations 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

MANGROVE MANOR PHASE 2 are to be installed after recordation of said plat under guarantees posted with
the County; and

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

WHEREAS, the aforementioned subdivision regulations require the Principal to submit an instrument ensuring completion of installation of the aforementioned lot corners 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 installation of the required lot corners; and

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

1 of 2 06/2021

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

A.	MANGROVE MANOR PHASE 2	ld, construct, and install i	n the platted area known as subdivision
	all lot corners as required by the Sta	te in the platted area in	exact accordance with the
	drawings, plans, specifications, and ot	her data and information	filed with the Development
	Review Division of Development Service	es Department of Hillsbord	ough County by the Principal,
	and shall complete all of said building, o	construction, and installati	ion withinFOUR (4)
	months from the date that the Board		
	accepts this performance bond; and		•
В.	If the Principal shall faithfully perform	the Subdivider's Agreem	ent at the times and in the
	manner prescribed in said Agreement;	J	
THEN TH	IIS OBLIGATION SHALL BE NULL AND \	OID: OTHERWISE TO RE	MAIN IN FILL FORCE AND
	INTII MAY 14, 2022		INIAIN IN TOLL FORCE AND
2112010		·	
SIGNED O	SEALED AND DATED this considers of	2	0.04
ATTECT	SEALED AND DATED this <u>22nd</u> day of		
Maries 1:	////	Forestar (USA) Real Estate (Group, Inc.
Jos (BY:	PRINCIPAL	(SEAL)
		THITCHTAL	(SLAL)
		Arch Insurance Company	(CEAL)
ATTECT		SURETY	(SEAL)
ATTEST:	ee Peronolice	Noch With	
Aimee Pe	erondine, Witness	ATTORNEY-IN-FACT Noah William Pierce	(SEAL)
	APPROVED BY THE CO	UNTY ATTORNEY	
	BY		
	Approved As To Form A Sufficiency.	and Legal	

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

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 13th day Insurance of August, 2021.

> CORPORATE SEAL 1977

Attested and Certified

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS **COUNTY OF PHILADELPHIA SS** Arch Insurance Company

Michale Tripodi, Notary

My commission expires 07/31/2025

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.

Missouri

Commonwealth of Pennsylvania - Notary Seal MICHELE TRIPODI, Notary Public Philadelphia County My Commission Expires July 31, 2025 Commission Number 1168622

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 If day of Object. 20 21

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 nsurance CORPORATE SEAL 1971 Missouri

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

AICPOA040120 Printed in U.S.A.

MANGROVE MANOR PHASE 2

Hillsborough County, FL LOT CORNERS

OCTOBER 5, 2021

1.00	LOT CORNER MONUMENTATION				
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
	TOTAL				\$9,650.00
		3 - 22			

Grand Total

\$9,650.00



THORN ...

PERFORMANCE BOND

No 69279

KYLE THORNTON, PE #6

MANGROVE MANOR PHASE 2

PLAT BOOK |

_ PAGE

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

DESCRIPTION:

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

SAID PARCEL CONTAINING 26.69 ACRES, MORE OR LESS.

PLAT NOTES:

1) BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE
MERCATOR STATE PLANE COORDINATE SYSTEM MADES DATUM (2007 ADJUSTMENT), BEING
THE NORTHWESTERLY RIGHTO-FAWY UNE OF NORTH U.S. HIGHAVY NO. 41, HAVING A
BELARING OF SOUTH 47' 13 72" WEST.
75'S IRMNISTAND BY THE YEAR OF NORTH AS PEDEBLISHED A PETERDINATION OF NUMBER AS

JUTS BY NO MEANS REPRESENT, DETERMANTION ON METHER THAT MAY LICENS THE PLAT MAY SUBJECT TO FLOODING. THE DEPLICAMENT SERVICES DIVISION HAS SUBJECT TO FLOODING. THE DEPLICAMENT SERVICES DIVISION HAS SEARCHED FOR DEPLICAMENT SERVICES ON DEPLICAMENT FOR THE OFFICIAL DEPLICAMENT FOR ANY OFFICIAL SERVICES OF THE PLAT HAS RECORDED IN 115 GRAPHS COROL, BUTS FOR PLAT HAS RECORDED BY THE OFFICIAL DEPLICAMENT FOR ANY OFFICIAL SERVICES OF THE PLAT HAS RECORDED BY THE PLAT HAS R

SOLLE PATTED UTILITY EASEMENTS SHALL PROMOTE THAT SICHE PASEMENTS SHALL ALSO BE EASEMENTS CRAIT ECONSTRUCTION. INSTALLATION, MANTENEMEZ, AND OFERMATION. INSTALLATION, MANTENEMEZ, PROPRIED SHAPPING FOR CHARLE TELEVISION SERVICES SHALL INSTALLATION, MANTENEMEZ, PAO DEFENTION OF CHARLE TELEVISION SERVICES SHALL BOTTO THE THE TELEVISION SERVICES SHALL BOTTO THE THE TELEVISION SERVICES SHALL SHAPPING SHAPPING

STORIONS THAT ARE NOT RECORDED ON THIS PLAT THAT ORDS OF THIS COMING. ARE BARED ON THE DIORIDA WEST TRANSVIERSE WITE SYSTEM THE BASIS OF BRIDD BARRINGS IS THE WHITE SYSTEM THE BASIS OF BRIDD HARDINGS IS THE WORTH AMERICAN DUTING OF 1883 DANTIONAL SPATINAL WHICH THAN PROJECT ON THE COMMINIONAL GROCETIC THAN THAN PARKETS. THE COMMINIONAL GROCETIC TAILOR OF THE COMMINIONAL GROCETIC THAN PARKETS. THE COMMINIONAL GROCETIC THAN PARKETS. THE COMMINIONAL BARB INTERVIEW.

7) THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS AND/OR ENCUMBRANCES:

- A IMPRICAGE TO DIA HAPPOLINIC. A DELAWARE COPPORATION, MORTGAGEE, ARECORDED IN OFFICIAL RECORDS. INSTRUMENT MANEET ZOZGAMARIS.

 B) DE FLOMMENT AND EASIMENT AGREEMENT RECORDED IN OFFICIAL RECORDS. INSTRUMENT ZOZGAMARIS.

 C) MANDANDAM OF AGREEMENT BETWEEN DIA HOPTON, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP, INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN (DAS) REAL ESTATE GROUP INC., A DELAWARE CORPONATION AND FORESTIAN AN

DEDICATION:

THE UNDERSIGNED, AS OWNED OF THE LANDS HATTED HERBUNDOES HERBEY EXPLOYED THAT BY A PLOY HANGED HANGE PLASE STORE CORROL MATTHER THE CHARGE DOES HERBEY EXPLOYED VALIED USE HE ASSERVED EXPLOYED THE UNDERSIGNED PLATTER HE WAS THE FOLLOWING DEDICATIONS AND RESERVATIONS:

- 1) THE CHAPTER PERENT CERCATES TRACTE FOR ADDITIONAL REGIT-OF-MAY FOR LEISEY ROAD AND TRACT G FOR ADDITIONAL REGIT-OF-WAY FOR CEIT FOR ADDITIONAL REGIT TO-FAWN FOR CHAPTER TO A HOMEOWNERS OF THE RETENT ASSOCIATIONS. COMMANITY DEVELOPMENT IS STREPT. OR OTHER QUISTOONAL WAS MANITEMANCE ENTITY SUBSECULENT TO THE RECORDING OF THIS FLAT. FOR THE EMERIT OF THE LOT CHAMERS WITH HIT RE SUBDIVIOUS AND TRACTS ARE NOT SUBSECULENT TO THE SUBJECT OF THE COMMENS WHITH THE SUBDIVIOUS AND TRACTS ARE NOT SUBJECT TO ANY ADDITIONAL OF ADDITIONAL OF A MANITEMAN FOR THE SUBJECT OF THE PUBLIC MEDITARY AND TRACTS DESICATED TO PUBLIC USE AS SHOWN ON THIS FLAT. BEST TO MAY AND ALL EXCENTION, RIGHTS CHAPMAN AND TRACTS DESICATED TO PUBLIC USE AS SHOWN ON THIS FLAT. BY THE FUELD IN GERERAL, AND TO THILLISOROUGH COUNTY ALL OF THE FUELD TO BE FOR THE REGIT OF THE PUBLIC PUBLIC SHOWN HEREON FOR UTILITY PURPOSES AND OTHER PURPOSES INCIDENTAL THERETO.

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

BY: ANTHONY J. SQUITIERI, DIVISION VISE PRESIDENT

WITNESS	PRINT NAME
WTNESS	PRINT NAME

WITNESS

THE FOREGOING INSTRUMENT WAS ACKNOWNEDGED BEFORE ME BY MEAKS OF __PHYSICAL PRESENCE OR ___ONLINE WORKSTORN, THIS __DAY OF ______ZOTE BY ANTHONY J. SQUITEM AS DIVISION VICE PRESIDENT OF FORESTAR (USA) BEALESTATE GROUP PICE., A DELAWANGE CAPPOINTON, ON BEHALF OF THE COMPANY, HESHE IS PERSONALLY MOONN TO ME OR HAS PRODUCED _______AS IDENTIFICATION.

ACKNOWLEDGMENT STATE OF FLORIDA COUNTY OF HILLSBOROUGH

TURE	
TITLE	
М	
ļ	

SIGN

PRINTED NAME SERIAL NUMBER, IF APPLICABLE

CLERK OF CIRCUIT COURT
COUNTY OF HILLSBOROUGH
STATE OF FLORIDA

THIS PLAT HAS BEEN APPROVED FOR RECORDATION BOARD OF COUNTY COMMISSIONERS

SURVEYOR'S CERTIFICATE

LARGNAL MARPAY, THE UNDERSIGNED PROFESSIONAL SLARGYOR & MAPPER, HERBY CERTIFY THAT THIS PLATED SUBDIVISION AS CARREST FREETRY CERT. THAT THIS PLAT TOWNER MY DRECTION AND SLEEDWISTON, THAT THIS PLAT COMPLES WITHALL THE SLARGY REQUIREMENTS OF CHAPTER 177, PART I. FLORIDLY, STATUTES, AND THE HILLSBORDOUGH COMMY LAND DEBELOPMENT CODE, AND THAT FERBANESH MOMENTS OF THE HILLSBORDOUGH COMMY LAND DEBELOPMENT CODE, AND THAT FERBANESH MOMENTS (PSPMA) WASTE SET ON THE THAN OF COMPANY CHAPTER 2013, AS SHOWN MEETERS AND THAT PERBANESH COMPANY CHAPTER 500 MICHORAL SHADOWN CHAPTER CONTROL PROMISED SHADOWN STATUTE OR INACCORPANCE WITH COMMYTING AS DEPOINED.

CATE OF AUTHORIZATION LB #7013	N ENGINEERING /	PROFESSIONAL S	. mulphy, i citi
ZATION LB #7013	IN ENGINEERING AND SURVEYING, LLC	PROFESSIONAL SURVEYOR & MAPPER #6768	
		₹ #6768	

CERTIFICATE OF AUTHOR
3409 W. LEMON STREET
TAMPA, FLORIDA 33609 TEL (813) 250-3535 FAX (813) 250-3636

SHEET 1 OF 6

REVIEWED BY:

REVIEWED BY:

SURVEY SECTION, GEOSPATIAL AND LAND ACQUISITION SERVICES DEPARTMENT,
HILLSBOROUGH COUNTY

CLERK FILE NUMBER

DAY OF

2021. TIME_

DEPUTY CLERK CLERK OF CIRCUIT COURT

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFORMITY, THE GEOMETRIC DATA HAS NOT BEEN VERIFIED.

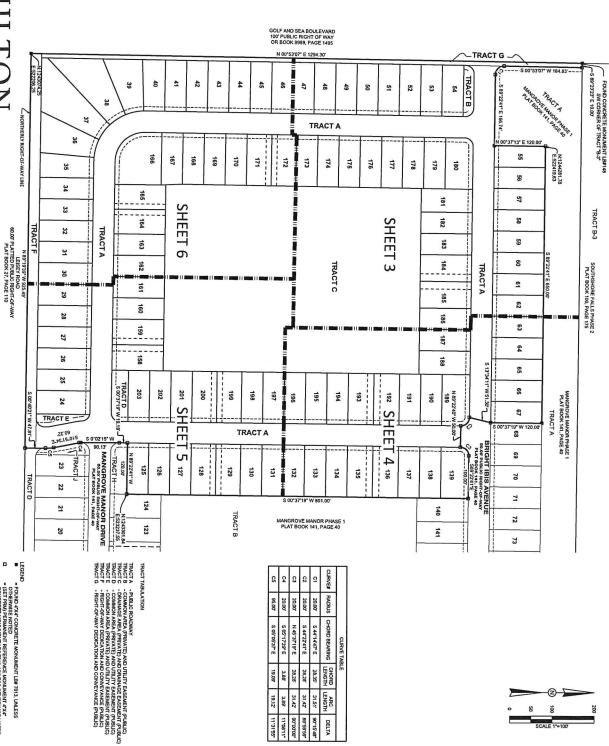
PLAT APPROVAL

MANGROVE MANOR PHASE 2

- PAGE.

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 _

BOUNDARY AND KEY SHEET



RADIUS

CHORD BEARING

DELTA

\$44'1447'E 28.35' \$44'2241'E 28.28' N.45'37'19'E 28.28' \$.05'1729'E 3.85'

31.51' 90'15'48" 31.42' 89'59'59' 31.42' 90'00'00' 3.89' 11'08'11"

3439 W LEMON ST LB #1013 CA #8474 775 WARNER LANE
TAMPA, FL 33609 www.HamiltonEngineering.US TEL: 407.362.5829 ENGINEERING & SURVEYING, LLC

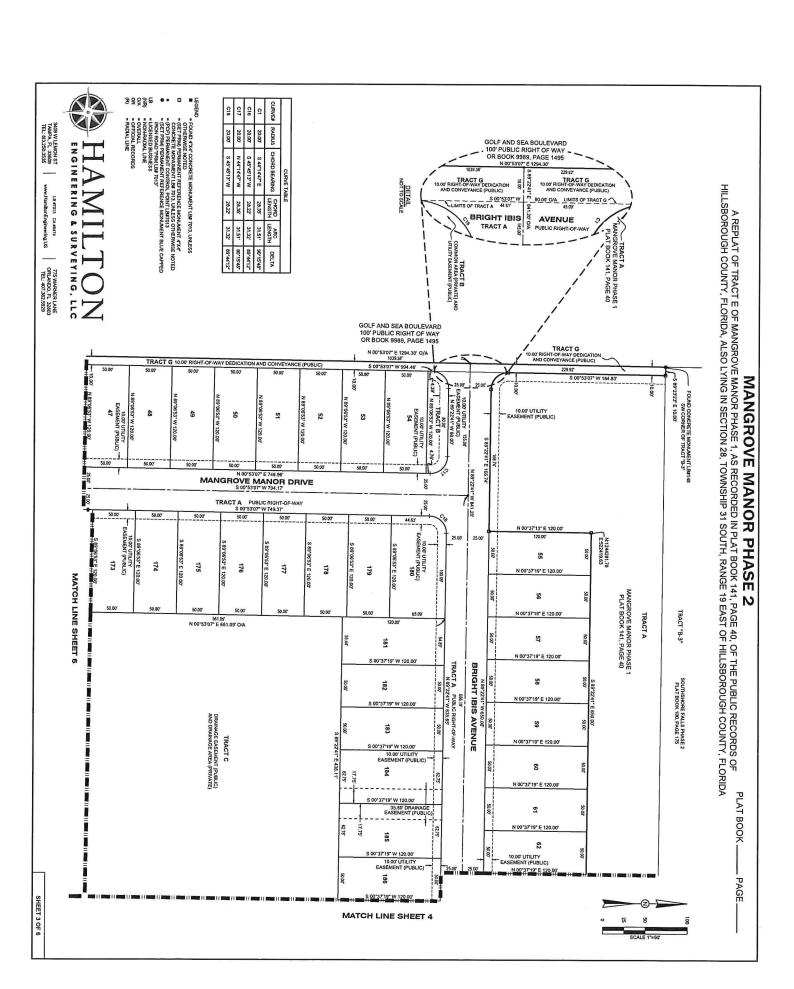
CNORTHERLY RIGHT-OF-WAY LINE

LEGEND

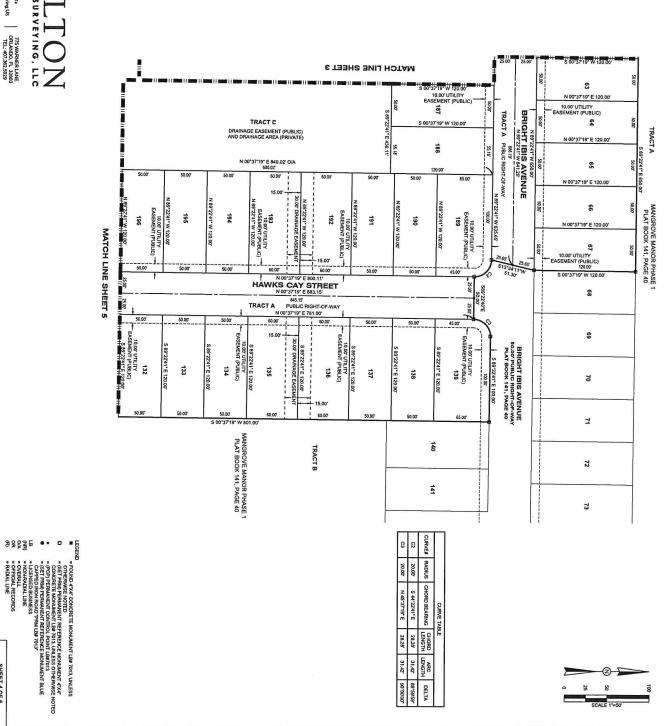
3863e. 0

- FOUND YAY CONCRETE MONUMENT LIB 7013, LINLESS
OTHERWISE NOTE
- (IST PRIM) PERMANENT REFRENCE MONUMENT CYAY
CONCRETE MONUMENT LIB 7013, LINLESS OTHERWISE NOTED
- (PCP) PERMANENT CONTROL POINT LIB 7013
- LICENSED BUSINESS
- LICENSED BUSINESS
- MON-MADDAL LINE
- OPFIDAL RECORDS
- MON-MADDAL LINE
- MONUMENT LIB 7013
- MONUMEN

SHEET 2 OF 6



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



DELTA

ENGINEERING & SURVEYING, LLC

LB #7013 CA #8474
www.HamiltonEngineering.US

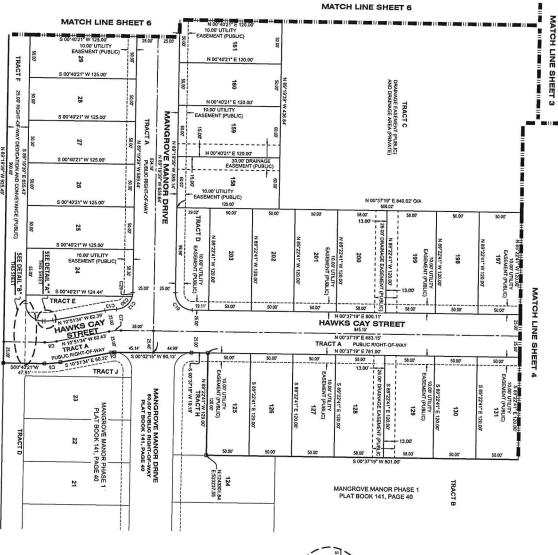
775 WARNER LANE ORLANDO, FL 32803 TEL: 407.362.5929

PLAT BOOK PAGE

TRACTE

8

N 00*40*21* 2.91* HAWKS CAY STREET
PUBLIC RIGHT-OF-WAY
TRACT A 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



124.44' N 00°40'21" E

STREET

TRACT A
PUBLIC
N RIGHT-OF-WAY

TRACT E
COMMON AREA (PRIVATE) AND
UTILITY EASEMENT (PUBLIC)

DETAIL "A"

TRACT F
25.00' RIGHT-OF-WAY DEDICATION
AND CONVEYANCE (PUBLIC)

S 00*40'21" W

S 00'40'21' W 47.91'
TRACT D

MANGROVE MANOR PHASE 1
PLAT BOOK 141, PAGE 40

900.49

LIMITS OF TRACT F

S 89"19"39"E 70.00" O/A

LEISEY ROAD 60.00' PLATTED PUBLIC RIGHT-OF-WAY PLAT BOOK 27 PAGE 110

TRACT F
25.00' RIGHT-OF-WAY DEDICATION
AND CONVEYANCE (PUBLIC)

DETAIL "B"

ន	C29	C19	C15	C14
20.00	20.00	20.00	20.00	45,00
S 39"1716" E	S 82*32'09" E	N 45*38'50" E	N 45*40'21" E	N 05'05'37' W
23.77	4.73	28.30	28.28	9.04"
25,45	4.74	31.43	31.42	9,06

CURVE#

CHORD BEARING

DELTA

14.00

13,31

8.01.40 86*29'45" 11'31'55"

30.19 14.09 14.03 3.89° 19.12°

LEISEY ROAD 60.00' PLATTED PUBLIC RIGHT-OF-WAY PLAT BOOK 27, PAGE 110

- 3883E ••

3409 W LEMON ST TAMPA, FL 33609 TEL: 8l3.250.3535

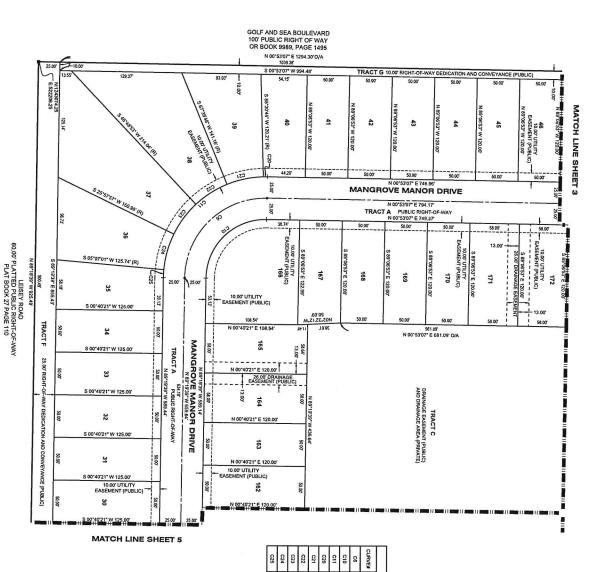
LB #7013 CA #8474
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775 WARNER LANE ORLANDO, FL 32803 TEL: 407.362.5929

ENGINEERING & SURVEYING, LLC

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 OTHERWISE MOITE
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 (PCP) PERMANENT CONTRAL POINT LIST D'13
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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



RADIUS

CHORD BEARING

DELTA

ARC LENGTH 149.58' 110.22' 188.94'

S 32"45'40" E S 00"18"04" E S 44"13"16" E S 44'13'16' E

4.97 43.43 43,43

43.67

20'50'56" 2"22"23"

43.67 4.97

43.67

S 74'27'31' E

SET PRAY PERMANENT BAY 7013
SET PRAY PERMANENT BETERDE MONAMENT CAY
CONCRETE MONAMENT BAY 7013, UNLESS OTHERWISE NOTED
PERMANENT CONTROL POINT BAY 7013
SET PRAY PERMANENT REFERENCE MONAMENT BLUE
LICENSED MUSINES FOR US 7013
NON-MOLAL LIKE
OFFICIAL RECORDS
SOCIETAL

ROUGHLAND

ROUGHLINE

ROUGHLIN

SHEET 6 OF 6

3409 W LEMON ST TAMPA, FL 33609 TEL: 813.250,3535

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ENGINEERING & SURVEYING, LLC



Preparing Students for Life

FINAL - Certificate of School Concurrency

Project Name	Mangrove Manor Phase 1 & 2
Jurisdiction	Hillsborough County
Jurisdiction Project ID Number	5012
HCPS Project ID Number	SC-677
Parcel / Folio Number(s)	516250000, 516260000, 516271000
Project Location	5608 N US 41, 105 & 239 Leisey Road, Apollo Beach
Dwelling Units & Type	203 Single-Family Detached
Applicant	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, <u>Section 5.5.2 Process for Determining School Facilities Concurrency</u>: (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 <u>middle school</u> Concurrency Service Areas (CSA's) serving this site and the adjacent <u>middle school</u> 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 plating 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 <u>Proportionate Share Mitigation Developer Agreement</u> (**DA 20-0706**), the terms of which were approved by the School Board on <u>August 25, 2020</u> and the Hillsborough County BOCC on <u>September 16, 2020</u>. The Applicant contributed funds on <u>June 7, 2021</u> in the amount of <u>\$501,875.00</u> thereby satisfying the requirement to construct <u>middle school seats</u> to accommodate the proposed development as more particularly described therein.

Renée M. Kamen, AICP Manager, Planning & Siting

Growth Management Department

E: renee.kamen@hcps.net

P: 813.272.4083

June 7, 2021 Date Issued