

**SUBJECT:** Mangrove Manor Phase 1  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** July 20, 2021  
**CONTACT:** Lee Ann Kennedy

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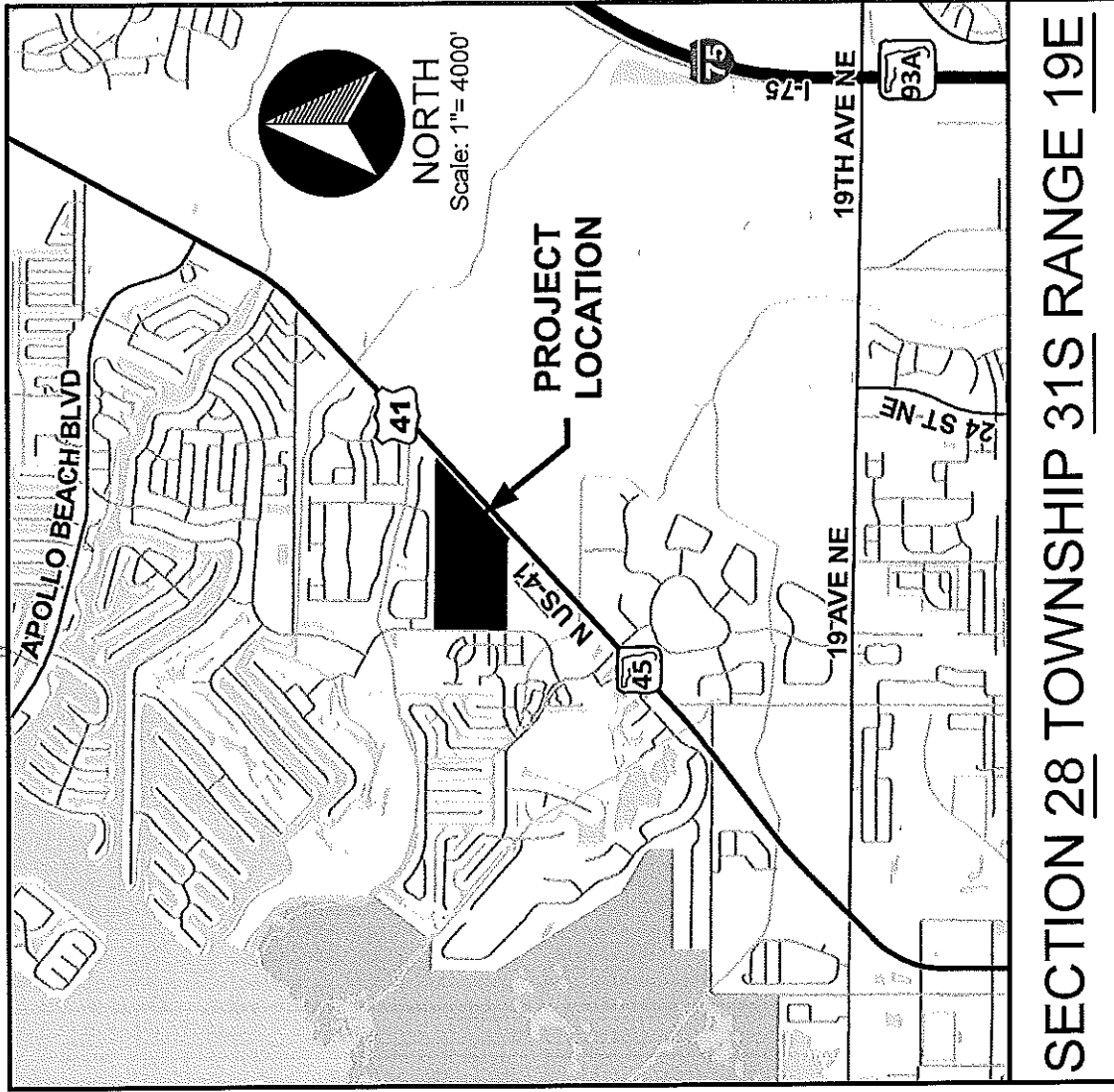
**RECOMMENDATION:**

Accept the plat for recording for Mangrove Manor Phase 1, 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 and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$576,350.00, a Warranty Bond in the amount of \$185,536.00, 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 \$12,220.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

**BACKGROUND:**

On October 01, 2020, Permission to Construct Prior to Platting was issued for Mangrove Manor Phase 1. 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.

Mangrove Manor Ph 1



SECTION 28 TOWNSHIP 31S RANGE 19E

LOCATION MAP

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

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

**Witnesseth**

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MANGROVE MANOR- PHASE 1; and

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

**WHEREAS**, the improvements required by the LDC in the subdivision known as MANGROVE MANOR- PHASE 1 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:

<u> X </u> Roads/Streets	<u> X </u> Water Mains/Services	<u> X </u> Stormwater Drainage Systems
<u> X </u> Sanitary Gravity Sewer System	<u> X </u> Sanitary Sewer Distribution System	_____ Bridges
_____ Reclaimed Water Mains/Services	<u> X </u> Sidewalks	_____ Other:

**WHEREAS**, the County required the Subdivider to warranty the aforementioned improvements against any defects in workmanship and materials and agrees to correct any such defects which arise during the warranty period; and

**WHEREAS**, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of said warranty and obligation to repair.

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

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known MANGROVE MANOR- PHASE 1 Subdivision, within Three ( 3 ) 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 and wastewater systems to be built and constructed in the platted area in exact accordance with the drawings, plans,

specifications and other data and information filed with the Hillsborough County Development Review Division of Development Services Department by the Subdivider.

3. The Subdivider agrees to warranty all improvement facilities located MANGROVE MANOR – PHASE 1 subdivision against failure, deterioration or damage resulting from defects in workmanship and materials, for a period of two (2) years following the date of acceptance of said improvements for maintenance by the County. The Subdivider further agrees to correct within the above described warranty period any such failure, deterioration, or damage existing in the improvements so that said improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, and number \_\_\_\_\_, dated \_\_\_\_\_ with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, dated June 2nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and North American Speciality Insurance Company as Surety, and  
A Warranty Bond, dated June 2nd, 2021 with Forestar (USA) Real Estate Group, Inc. as Principal, and North American Speciality Insurance Company as Surety, and
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and 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 letters of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks are attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities. An authorized representative of the County's Development Review Division of Development Services Department will review the Engineer's Certification and determine if any discrepancies exist between the constructed improvements and said certification.
6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those improvements described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion of said improvements within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check, as required by the LDC.
7. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.

8. In the event the Subdivider shall fail or neglect to fulfill his obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective improvements to the final total cost, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Subdivider's failure or neglect to perform.
9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the subdivision known as MANGROVE MANOR – PHASE 1 at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
10. The County agrees, pursuant to the terms contained in the LDC, to accept the improvement facilities for maintenance upon proper completion, approval by the County's Development Review Division of Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
11. The County agrees, pursuant to the terms contained in the LDC, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
  - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
  - b. Acknowledgement by the Development Review Division of Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
  - c. Provided that all applicable provisions of the LDC have been met.
12. In the event that the improvement facilities are completed prior to the end of the THREE ( 3 ) month construction period described in paragraph 2, the Subdivider may request that the County accept the improvements for maintenance at the time of completion. In addition to the submittal, inspections, and approvals otherwise required by this Agreement and the LDC, the Subdivider shall accompany his request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of Development Services Department may accept the new or amended warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 8th day of June, 2021

**ATTEST:**

Ray Demby  
Witness' Signature

(Signed before a Notary Public and 2 Witnesses)

Raymond Demby  
Printed Name of Witness

May Moulton  
Witness' Signature

May Moulton  
Printed Name of Witness

**SUBDIVIDER:**

By: Anthony Squitieri  
Authorized Corporate Officer or Individual

Anthony Squitieri  
Name (typed, printed or stamped)

Division President  
Title

4042 Park Oaks Blvd., Suite 200, Tampa, FL 33610  
Address of Signer

813-392-3376  
Phone Number of Signer

CORPORATE SEAL (When Appropriate)

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

BOARD OF COUNTY COMMISSIONERS

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

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

**APPROVED BY THE COUNTY ATTORNEY**

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

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of June,

20 21, by Anthony Squitieri and

respectively President and \_\_\_\_\_ of Forestar(USA)Real Estate Group, Inc.

a corporation under the laws of the state of Florida on behalf of the

corporation. He and/or she is personally known to me or has produced \_\_\_\_\_

as identification and did take an oath.

**NOTARY PUBLIC:**

Sign: Brandy Bohart (Seal)

Print: Brandy Bohart

Title or Rank: Notary

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 8/12/2023



**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by,

\_\_\_\_\_ who is personally known to me or who has produced

\_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBDIVISION PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we Forestar (USA) Real Estate Group, Inc. called the Principal, and North American Specialty Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **FIVE HUNDRED SEVENTY-SIX THOUSAND THREE HUNDRED FIFTY and 00/100 (\$576,350.00)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

**WHEREAS**, said improvements are to be built and constructed in the aforementioned platted area; and

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



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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known **MANGROVE MANOR – PHASE 1** 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 **Three (3)** 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 NOVEMBER 10, 2021.**

SIGNED, SEALED AND DATED this 2nd day of June, 2021.

ATTEST:

Brandy Bohart  
Brandy Bohart Witness

Forestar (USA) Real Estate Group, Inc.

By: Nicolas Aparicio (SEAL)

North American Specialty Insurance Company  
SURETY (SEAL)

ATTEST:

Bryan Caneschi  
Bryan Caneschi, Witness

Donna M. Planeta  
ATTORNEY-IN-FACT (SEAL)  
Donna M. Planeta

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DONNA M. PLANETA, JOSHUA SANFORD, AIMEE R. PERONDINE and MICHELLE ANNE MCMAHON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of May, 2020.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 14th day of May, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of June, 2021.

# GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Subdivision

Bond No. : 2316655

Dated effective: 6/2/2021  
(MONTH, DAY, YEAR)

executed by: Forestar (USA) Real Estate Group, Inc., as Principal,  
(PRINCIPAL)

and by: North American Specialty Insurance Company, as Surety,  
(SURETY)

and in favor of : Board Of County Commissioners Of Hillsborough County, Florida.  
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Expiration Date	11/9/21	11/20/21

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 6/2/2021  
(MONTH, DAY, YEAR)

Signed and Sealed 6/16/2021  
(MONTH, DAY, YEAR)

BY: Nicolas Aparicio Florida Region President  
Forestar (USA) Real Estate Group, Inc. PRINCIPAL  
TITLE

BY: Noah William Pierce  
North American Specialty Insurance Company SURETY  
Noah William Pierce, ATTORNEY-IN-FACT

APPROVED BY THE COUNTY ATTORNEY

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

REBECCA E. CANO, AMY R. WAUGH, JYNELL MARIE WHITEHEAD AND NOAH WILLIAM PIERCE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27th day of MAY, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27th day of MAY, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of June, 2021.

[Signature] Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**WARRANTY BOND**

**KNOW ALL MEN BY THESE PRESENTS**, That we **Forestar (USA) Real Estate Group, Inc.** called the Principal and **North American Specialty Insurance Company** called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **ONE HUNDRED EIGHTY-FIVE THOUSAND, FIVE HUNDRED THIRTY-SIX AND 00/100 (\$185,536.00)** 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 Chapter 163 and Chapter 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby, incorporated into and made a part of this Warranty Bond; and

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

**WHEREAS**, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the improvement facilities (roads, drainage, water and wastewater) for maintenance in the approved platted subdivision known as **MANGROVE MANOR – PHASE 1**; and

**WHEREAS**, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, water and wastewater) that the Principal provide to the Board of County Commissioners of Hillsborough County a bond warranting all grading, paving and curbing of streets, roads and other rights-of-way, bridges, culverts, gutters, storm sewers, sanitary sewers, water mains and all other necessary facilities for a definite period of time in an amount prescribed by the aforementioned subdivision regulations.

17  
**WHEREAS**, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for Warranty of the Required Improvements", the terms of which agreement require the Principal to submit an instrument warranting the above-described improvements.

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

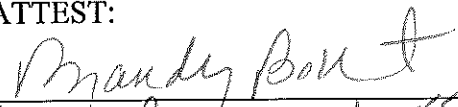
**NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:**

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the roads, drainage, water and wastewater improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in the approved platted subdivision known **MANGROVE MANOR – PHASE 1**, 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 DECEMBER 10, 2023.**

SIGNED, SEALED AND DATED this 2nd day of June, 2021.

ATTEST:


  
Brandy Bohart witness

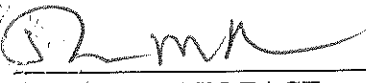
Forestar (USA) Real Estate Group, Inc.

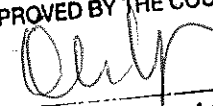
By:   
NICOLAS APARICIO (SEAL)

North American Specialty Insurance Company  
SURETY (SEAL)

ATTEST:

  
Bryan Caneschi, Witness

  
ATTORNEY-IN-FACT (SEAL)  
Donna M. Planeta

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DONNA M. PLANETA, JOSHUA SANFORD, AIMEE R. PERONDINE and MICHELLE ANNE MCMAHON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be herunto affixed, and these presents to be signed by their authorized officers this 14th day of May, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 14th day of May, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of June, 20 21.

Jeffrey Goldberg

# MANGROVE MANOR PERFORMANCE

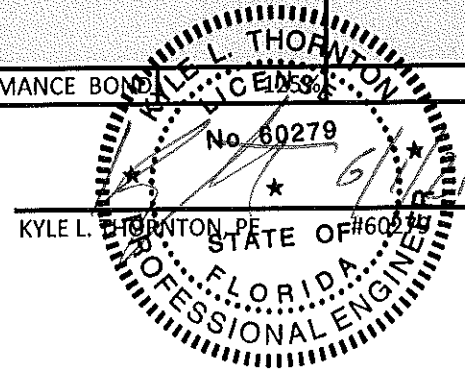
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 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)	9,825.00	SY	\$5	\$46,669
1.02	1" TYPE SP 9.5 ASPHALT (INITIAL LIFT)	9,825.00	SY	\$7	\$71,231
1.03	7" CEMENT TREATED LIMEROCK BASE	9,825.00	SY	\$14	\$137,550
1.04	12" COMPACTED SUBGRADE	9,825.00	SY	\$2	\$19,650
1.05	MIAMI CURB W\ STABILIZATION	6,925.00	LF	\$13	\$86,563
1.06	3' CONCRETE VALLEY GUTTER	155.00	LF	\$21	\$3,255
1.07	TYPE "D" CURB - TRENCH	525.00	LF	\$11	\$5,644
1.08	6" CONCRETE SIDEWALK W\ FIBER	8,735.00	SF	\$6	\$50,226
1.09	5' ADA HANDICAPPED RAMP	22.00	EA	\$950	\$20,900
1.10	SIGNAGE & STRIPING	1.00	LS	\$14,841	\$14,841
1.11	BAHIA SOD 2' BOC / EOP	1,655.00	SY	\$3	\$4,551
	<b>MANOR ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$461,080</b>
<b>Grand Total</b>					<b>\$461,080</b>
PERFORMANCE BOND					\$576,350





**MANGROVE MANOR WARRANTY**

Hillsborough County, FL

**Engineer's Opinion of Probable Construction Cost - Public Improvements****ONSITE ONLY (NO OFF-SITES)****FEBRUARY 5, 2021**

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	<b>MANOR ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$461,080</b>
<b>2.00</b>	<b><u>MANOR STORM SYSTEM</u></b>				
2.01	15" CLASS III RCP STORM	55.00	LF	\$31	\$1,691
2.02	18" CLASS III RCP STORM	385.00	LF	\$36	\$13,956
2.03	24" CLASS III RCP STORM	1,105.00	LF	\$51	\$56,355
2.04	30" CLASS III RCP STORM	995.00	LF	\$67	\$66,416
2.05	36" CLASS III RCP STORM	940.00	LF	\$88	\$82,579
2.06	48" CLASS III RCP STORM	320.00	LF	\$148	\$47,440
2.07	29" X 45" CLASS III ERCP STORM	45.00	LF	\$130	\$5,850
2.08	HILLS. CO. TYPE 1 CURB INLET	19.00	EA	\$4,800	\$91,200
2.09	HILLS. CO. TYPE 1 CURB INLET W\ J-BOTTOM	4.00	EA	\$6,400	\$25,600
2.10	TYPE E GRATE INLET	3.00	EA	\$5,450	\$16,350
2.11	TYPE J MANHOLE	2.00	EA	\$4,250	\$8,500
2.12	WEIR WALL CONTROL STRUCTURE	1.00	EA	\$48,209	\$48,209
2.13	30" RCP MES	1.00	EA	\$2,600	\$2,600
2.14	24" RCP FES	6.00	EA	\$2,100	\$12,600
2.15	30" RCP FES	4.00	EA	\$2,700	\$10,800
2.16	36" RCP FES	2.00	EA	\$3,350	\$6,700
2.17	48" RCP FES	1.00	EA	\$4,400	\$4,400
2.18	6" UNDERDRAIN (FINE AGGREGATE)	4,540.00	LF	\$14	\$62,425
2.19	UNDERDRAIN CLEANOUT	28.00	EA	\$225	\$6,300
	<b>MANOR STORM SYSTEM TOTAL</b>				<b>\$569,971</b>
<b>3.00</b>	<b><u>MANOR SANITARY SEWER</u></b>				
3.01	8" PVC (0'-6' CUT)	260.00	LF	\$15	\$3,835
3.02	8" PVC (6'-8' CUT)	40.00	LF	\$16	\$620
3.03	8" PVC (8'-10' CUT)	970.00	LF	\$17	\$16,248
3.04	8" PVC (10'-12' CUT)	1,080.00	LF	\$18	\$19,710
3.05	8" PVC (12'-14' CUT)	1,060.00	LF	\$22	\$23,055
3.06	8" PVC (14'-16' CUT)	820.00	LF	\$32	\$26,035
3.07	8" PVC (16'-18' CUT)	90.00	LF	\$42	\$3,803
3.08	8" PVC C900 DR 18 (16'-18' CUT)	55.00	LF	\$47	\$2,571
3.09	8" STUB & PLUG	2.00	EA	\$475	\$950
3.10	SANITARY MANHOLE (0'-6' CUT)	2.00	EA	\$2,900	\$5,800
3.11	SANITARY MANHOLE (6'-8' CUT)	1.00	EA	\$3,200	\$3,200
3.12	SANITARY MANHOLE (8'-10' CUT)	3.00	EA	\$3,350	\$10,050
3.13	SANITARY MANHOLE (10'-12' CUT)	4.00	EA	\$3,750	\$15,000

# MANGROVE MANOR WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE ONLY (NO OFF-SITES)

FEBRUARY 5, 2021

3.14	SANITARY MANHOLE (12'-14' CUT)	3.00	EA	\$4,150	\$12,450
3.15	SANITARY MANHOLE (14'-16' CUT)	1.00	EA	\$4,700	\$4,700
3.16	5' DIA SANITARY MANHOLE (14'-16' CUT)	1.00	EA	\$5,750	\$5,750
3.17	5' DIA SANITARY MANHOLE (16'-18' CUT)	2.00	EA	\$6,050	\$12,100
3.18	SANITARY DROP MANHOLE (14'-16' CUT)	1.00	EA	\$6,400	\$6,400
3.19	SINGLE SERVICE	19.00	EA	\$725	\$13,775
3.20	DOUBLE SERVICE	59.00	EA	\$925	\$54,575
3.21	PUMP STATION (6' DIA)	1.00	EA	\$317,500	\$317,500
3.22	10" X 6" TAPPING SLEEVE & VALVE	1.00	EA	\$4,550	\$4,550
3.23	14" STEEL CASING (OPEN CUT)	100.00	LF	\$72	\$7,150
3.24	6" PVC FORCEMAIN (DR 18)	3,150.00	LF	\$14	\$44,888
3.25	6" PLUG VALVE ASSEMBLY	9.00	EA	\$1,050	\$9,450
3.26	6" MJ BEND	44.00	EA	\$350	\$15,400
3.27	6" MJ TEE	2.00	EA	\$495	\$990
3.28	6" MJ CAP	2.00	EA	\$315	\$630
	<b>MANOR SANITARY SEWER TOTAL</b>				<b>\$641,184</b>
4.00	<b>MANOR WATER &amp; FIRE DISTRIBUTION</b>				
4.01	20" X 12" TAPPING SLEEVE & VALVE	1.00	EA	\$10,500	\$10,500
4.02	12" PVC WATER MAIN (DR 18)	460.00	LF	\$29	\$13,340
4.03	6" PVC WATER MAIN (DR 18)	3,740.00	LF	\$12	\$44,880
4.04	4" PVC WATER MAIN (DR 18)	60.00	LF	\$10	\$570
4.05	12" DIP WATER MAIN	65.00	LF	\$48	\$3,136
4.06	12" GATE VALVE ASSEMBLY	6.00	EA	\$2,250	\$13,500
4.07	6" GATE VALVE ASSEMBLY	21.00	EA	\$890	\$18,690
4.08	4" GATE VALVE ASSEMBLY	1.00	EA	\$750	\$750
4.09	12" MJ BEND	13.00	EA	\$480	\$6,240
4.10	6" MJ BEND	40.00	EA	\$180	\$7,200
4.11	12" MJ TEE	1.00	EA	\$770	\$770
4.12	6" MJ TEE	4.00	EA	\$280	\$1,120
4.13	12" MJ CROSS	1.00	EA	\$760	\$760
4.14	6" MJ CROSS	1.00	EA	\$385	\$385
4.15	12" MJ REDUCER	1.00	EA	\$335	\$335
4.16	6" MJ REDUCER	1.00	EA	\$160	\$160
4.17	FIRE HYDRANT ASSEMBLY	7.00	EA	\$3,950	\$27,650
4.18	SINGLE SERVICE SHORT	63.00	EA	\$285	\$17,955
4.19	SINGLE SERVICE LONG	35.00	EA	\$365	\$12,775
4.20	WATER SERVICE TO LIFT STATION	1.00	EA	\$2,400	\$2,400
	<b>MANOR WATER &amp; FIRE DISTRIBUTION</b>				<b>\$183,116</b>

**Grand Total**

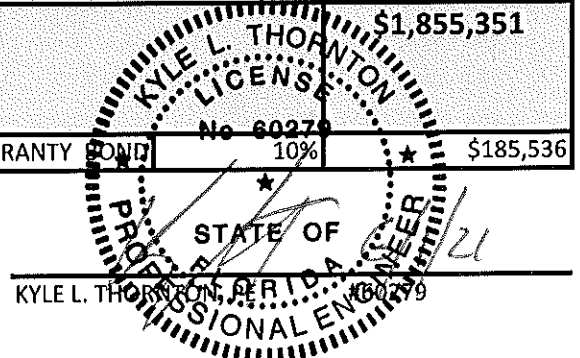
**\$1,855,351**

WARRANTY BOND

No 60279

10%

\$185,536



**SUBDIVIDER'S AGREEMENT FOR PERFORMANCE**  
**PLACEMENT OF LOT CORNERS**

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

**Witnesseth**

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

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

**WHEREAS**, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as MANGROVE MANOR - PHASE 1 and

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

**WHEREAS**, the lot corners required by Florida Statutes in the subdivision known as MANGROVE MANOR - PHASE 1 are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the platted area known as MANGROVE MANOR - PHASE 1 subdivision within THREE ( 3 ) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:

- a. Letter of Credit, number \_\_\_\_\_,  
dated \_\_\_\_\_,  
with \_\_\_\_\_,  
\_\_\_\_\_ by order of  
\_\_\_\_\_, or
- b. A Performance Bond, dated June 2nd,  
2021, with \_\_\_\_\_  
Forestar (USA) Real Estate Group, Inc.  
as Principal, and North American  
Specialty Insurance Company as Surety,  
or
- c. Escrow Agreement, dated \_\_\_\_\_  
\_\_\_\_\_, between  
and the County, or
- d. Cashier/Certified Check, number \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, which shall be deposited by  
the County into an escrow account upon receipt. No interest shall be paid to the  
Subdivider on funds received by the County pursuant to this Agreement.

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

4. Should the Subdivider seek and the County grant, pursuant to the terms contained in the "Subdivision Regulations," an extension of the time period established for installation of lot corners described in paragraph 2, the Subdivider shall provide the County with an instrument ensuring the completion within the extended period. The instrument shall be in the form of a letter of credit, performance bond, escrow agreement, or cashier/certified check as required by the LDC.
5. In the event the Subdivider shall fail or neglect to fulfill his obligations under this agreement and as required by the LDC, the Subdivider shall be liable to pay for the cost of installation of the lot corners to the final total cost including, but not limited to, surveying, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
6. The County agrees, pursuant to the terms contained in the LDC to record the plat of the subdivision known as MANGROVE MANOR – PHASE 1 at such time as the plat complies with the provisions of the LDC and has been approved in a manner as prescribed therein.
7. If any article, section, clause or provision of this agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remainder of this Agreement, nor any other provisions hereof, or such judgment or decree shall be binding in its operation to the particular portion hereof described in such judgment and decree and held invalid.

8. This document contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 8<sup>th</sup> day of June, 2021.

**ATTEST:**

[Signature]  
Witness Signature

Raymond Demby  
Printed Name of Witness

[Signature]  
Witness Signature

Mary Moulton  
Printed Name of Witness

CORPORATE SEAL  
(When Appropriate)

ATTEST: CINDY STUART  
CLERK OF CIRCUIT COURT

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

**SUBDIVIDER:**

By: [Signature]  
Authorized Corporate Officer  
or Individual (Sign before a  
Notary Public)

Anthony Squitieri  
Printed Name of Signer

Division President  
Title of Signer

4042 Park Oakd Blvd., Suite 200, Tampa, FL 33610  
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.

**CORPORATE ACKNOWLEDGMENT:**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of June, 20 21, by Anthony Squitieri --and--

\_\_\_\_\_ respectively ~~President and~~ \_\_\_\_\_ of Forestar(USA)Real Estate Group, Inc., a corporation under the laws of the state of Florida on behalf of the corporation. He and/or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

**NOTARY PUBLIC:**

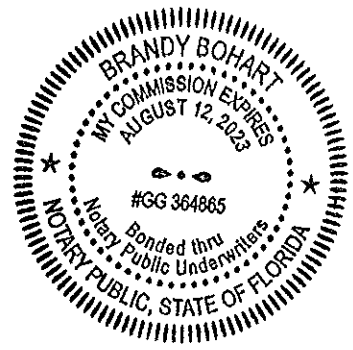
Sign: *Brandy Bohart* (Seal)

Print: Brandy Bohart

Title or Rank: Notary

Serial Number, if any: \_\_\_\_\_

My Commission Expires: 8/12/2023



**INDIVIDUAL ACKNOWLEDGMENT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by, \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC:**

Sign: \_\_\_\_\_ (seal)

Print: \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial Number, if any: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT**

**KNOW ALL MEN BY THESE PRESENTS**, That we Forestar (USA) Real Estate Group, Inc. called the Principal, and North American Specialty Insurance Company called the Surety, are held and firmly bound unto the **BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of **TWELVE THOUSAND TWO HUNDRED TWENTY and 00/100 (\$12,220.00)** Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

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

**WHEREAS**, the lot corners required by Florida Statutes in the subdivision known as **MANGROVE MANOR – PHASE 1** are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

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

- A. If the Principal shall well and truly build, construct, and install in the platted area known as **MANGROVE MANOR – PHASE 1** 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 **Three ( 3 )** 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 NOVEMBER 10, 2021 .**

SIGNED, SEALED AND DATED this 2nd day of June, 2021.

ATTEST:

Brandy Bohart  
Brandy Bohart witness

Forestar (USA) Real Estate Group, Inc.

By: Nicolas Aparicio (SEAL)

North American Specialty Insurance Company  
SURETY (SEAL)

ATTEST:

Bryan Caneschi

Bryan Caneschi, Witness

Donna M. Planeta

ATTORNEY-IN-FACT (SEAL)  
Donna M. Planeta



APPROVED BY THE COUNTY ATTORNEY

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

as amended



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DONNA M. PLANETA, JOSHUA SANFORD, AIMEE R. PERONDINE and MICHELLE ANNE MCMAHON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 14th day of May, 2020.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 14th day of May, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of June, 2021.

# GENERAL SURETY RIDER

To be attached and form a part of

Type of Bond: Subdivision

Bond No. : 2316654

Dated effective: 6/2/2021  
(MONTH, DAY, YEAR)

executed by: Forestar (USA) Real Estate Group, Inc., as Principal,  
(PRINCIPAL)

and by: North American Specialty Insurance Company, as Surety,  
(SURETY)

and in favor of : Board Of County Commissioners Of Hillsborough County, Florida .  
(OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Expiration Date	11/9/21	11/20/21

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective 6/2/2021  
(MONTH, DAY, YEAR)

Signed and Sealed 6/16/2021  
(MONTH, DAY, YEAR)

Forestar (USA) Real Estate Group, Inc.  
PRINCIPAL

BY: Nicolas Aparicio Florida Region President  
Nicolas Aparicio TITLE

North American Specialty Insurance Company  
SURETY

BY: Noah William Pierce  
Noah William Pierce, ATTORNEY-IN-FACT

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

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

REBECCA E. CANO, AMY R. WAUGH, JYNELL MARIE WHITEHEAD AND NOAH WILLIAM PIERCE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 27th day of MAY, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 27th day of MAY, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

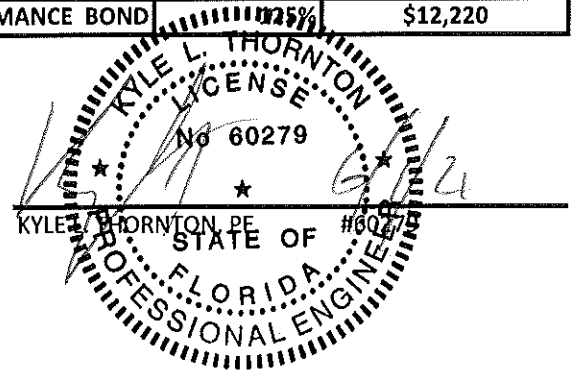
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of June, 2021.

[Signature] Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

**MANGROVE MANOR**  
**Hillsborough County, FL**  
**LOT CORNERS**

**FEBRUARY 5, 2021**

<b>1.00</b>	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	98	Per Lot	\$82.00	\$8,036.00
1.02	Monuments - Misc Tracts	10	Per Tract	\$70.00	\$700.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	<b>TOTAL</b>				<b>\$9,776.00</b>
<b>Grand Total</b>					<b>\$9,776.00</b>
				<b>PERFORMANCE BOND</b>	<b>\$12,220</b>





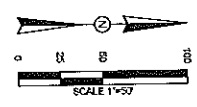




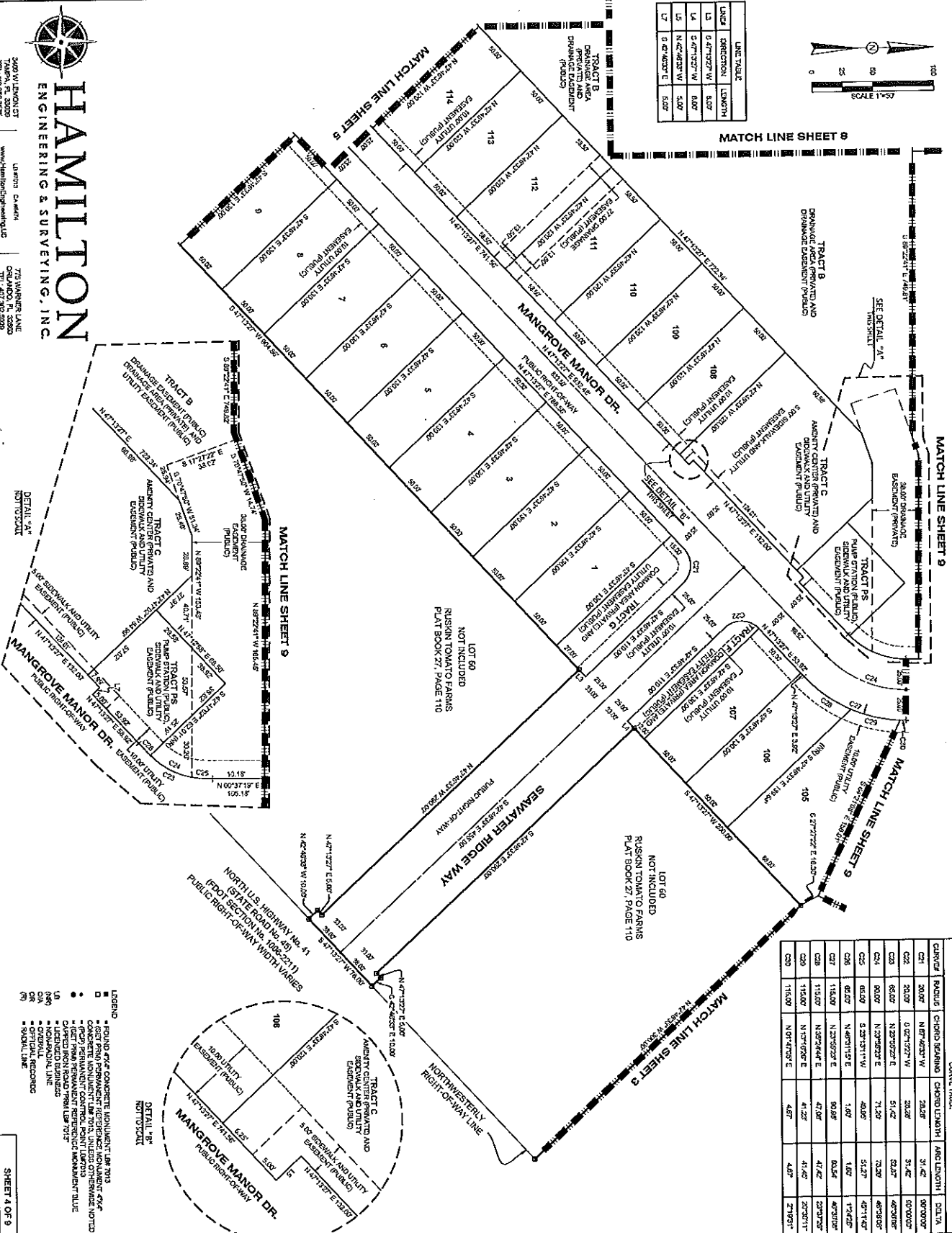
A REPEAT OF LOTS 60-62 OF RUSKIN TOMATO FARMS, AS RECORDED IN PLAT BOOK 27, PAGE 110, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

# MANGROVE MANOR PHASE 1

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



LINE	DIRECTION	LENGTH
L1	S 47°13'27\"/>	
L4	S 47°13'27\"/>	
L5	N 42°46'23\"/>	
L7	S 42°46'23\"/>	



CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C01	20.00'	N 87°03'11\"/>			
C02	20.00'	S 2°15'27\"/>			
C03	65.00'	N 23°05'27\"/>			
C04	90.00'	N 23°05'27\"/>			
C05	65.00'	S 2°15'27\"/>			
C06	65.00'	N 47°11'51\"/>			
C07	115.00'	N 23°05'27\"/>			
C08	115.00'	N 13°16'06\"/>			
C09	115.00'	N 01°47'03\"/>			

**HAMILTON**  
ENGINEERING & SURVEYING, INC.

3400 W. LINDEN CT  
TAMPA, FL 33609  
TEL: 813.253.5533

LEWIS CAHILL  
www.hamiltonsurveying.com

775 W. WARE LINE  
CLEARWATER, FL 34615  
TEL: 727.439.2200







# MANGROVE MANOR PHASE 1

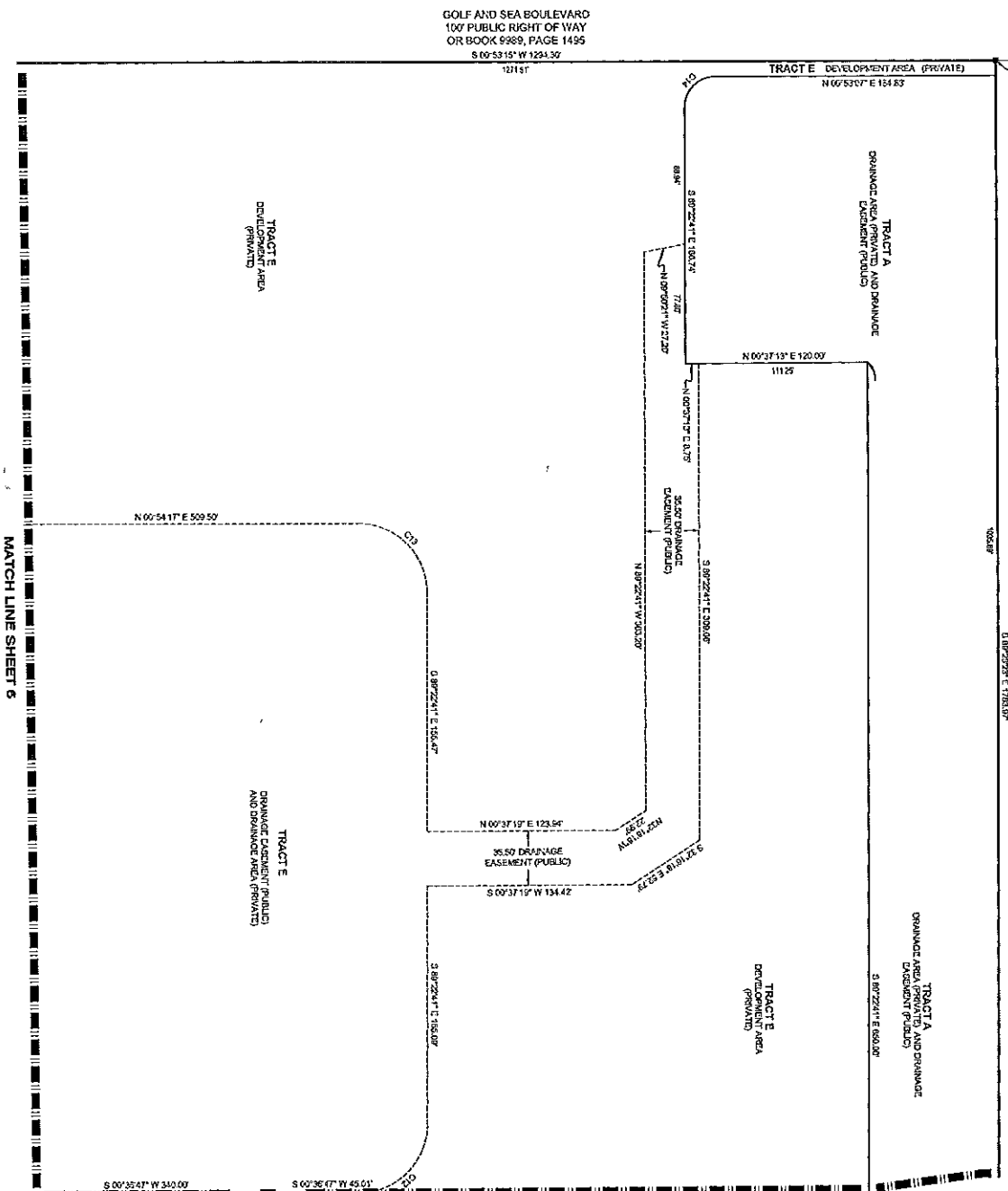
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

A REPLAT OF LOTS 60-62 OF RUSKIN TOMATO FARMS, AS RECORDED IN PLAT BOOK 27, PAGE 110, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALSO LYING IN SECTION 28, TOWNSHIP 31 SOUTH, RANGE 19 EAST OF HILLSBOROUGH COUNTY, FLORIDA

ROUND CONCRETE  
FOUNDATION  
SW CORNER OF TRACT "B-3"

SOUTHSHORE FALLS PHASE 2  
PLAT BOOK 100, PAGE 175  
L 08/22/2008 E 1783.07'

TRACT "B-3"



GOLF AND SEA BOULEVARD  
100' PUBLIC RIGHT OF WAY  
OR BOOK 9989, PAGE 1495  
S 60° 53' 15\"/>

MATCH LINE SHEET 6

MATCH LINE SHEET 8



## HAMILTON

ENGINEERING & SURVEYING, INC.

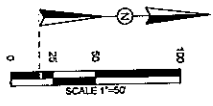
3405 W. DIXON CT  
TALLAHASSEE, FL 32309  
TEL: 904.252.3333

10000 SW 44th AVE  
MIRAMONTE, FL 33155  
WWW.HAMILTONENGINEERING.COM

771 WILSON BLVD  
ORLANDO, FL 32809  
TEL: 407.262.3029

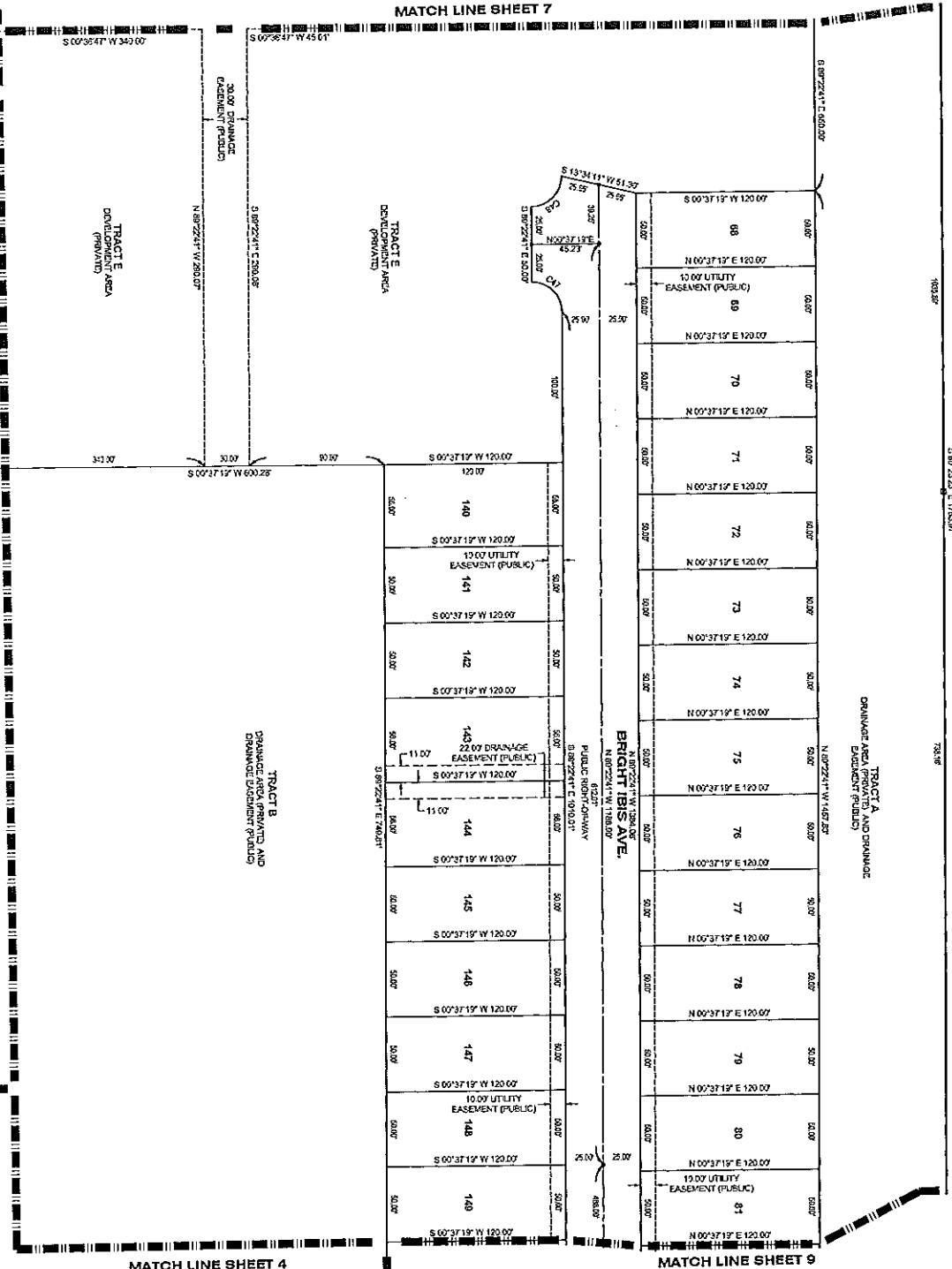
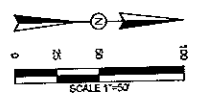
CURVE TABLE		CHORD TABLE		ARC LENGTH		DELTA	
CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C12	45.00'	S 44° 23' 07\"/>					

- LEGEND
- ROUND 6\"/>



SOUTHSHORE FALLS PHASE 2  
PLAT BOOK 100, PAGE 175

TRACT "9-3"



MATCH LINE SHEET 5

MATCH LINE SHEET 5

MATCH LINE SHEET 4



**HAMILTON**  
ENGINEERING & SURVEYING, INC.

3400 W. LEMON CT. | TAMPA, FL 33618  
TEL: (813) 292-2322 | www.hamiltonengineering.com

CONCRETE TABLE	CONCRETE BEARING	CONCRETE LENGTH	ARC LENGTH	DELTA
140	N 48° 37' 15" E	28.20'	31.42'	90° 00' 00"
141	S 44° 22' 41" E	28.20'	31.42'	90° 00' 00"

- LEGEND**
- FOUND 4" x 4" CONCRETE MONUMENT L&P 7015
  - SET FROM PERMANENT REFERENCE MONUMENT 4" x 4" CONCRETE MONUMENT L&P 7015
  - SET FROM PERMANENT REFERENCE MONUMENT 1" x 1" ALUMINUM MONUMENT L&P 7015
  - SET FROM PERMANENT REFERENCE MONUMENT 1" x 1" ALUMINUM MONUMENT L&P 7015
  - SET FROM PERMANENT REFERENCE MONUMENT BLUE
  - CLIPPED IRON ROD FROM L&P 7015
  - UNCLIPPED IRON ROD FROM L&P 7015
  - GALVANIZED IRON ROD FROM L&P 7015
  - OVERALL
  - OFFICIAL RECORDS
  - MONUMENT LINE

