SUBJECT:

Triple Creek Village N & P

DEPARTMENT:

Development Review Division of Development Services Department

SECTION:

CONTACT:

Project Review & Processing

BOARD DATE:

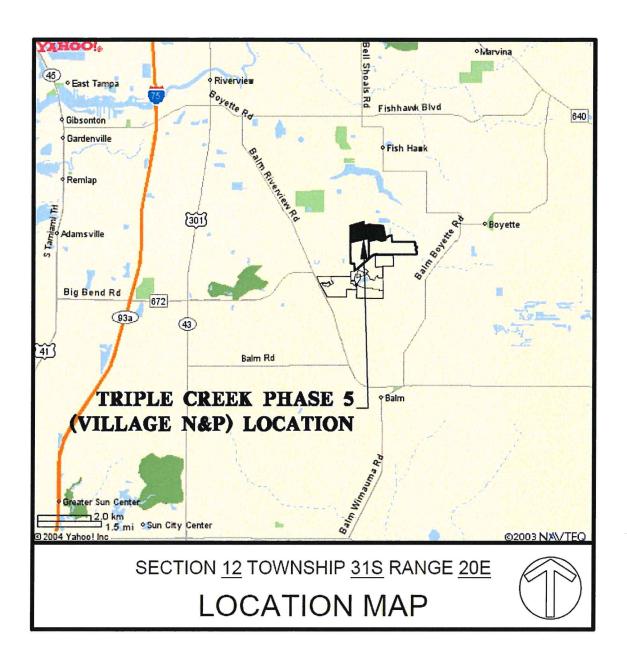
December 14, 2021 Lee Ann Kennedy

RECOMMENDATION:

Accept the plat for recording for Triple Creek Village N & P, located in Section 11, Township 31, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, water and wastewater) for Maintenance upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the performance securities for construction and lot corners upon final acceptance by the Development Review Division of Development Services Department and also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Performance Bond in the amount of \$374,086.00, a Warranty Bond in the amount of \$271,390.00, 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 \$32,770.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

BACKGROUND:

On December 8, 2019, Permission to Construct Prior to Platting was issued for Triple Creek Village N & P. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is Lennar Homes, LLC. and the engineer is Halff.



SUBDIVIDER'S AGREEMENT FOR CONSTRUCTION AND WARRANTY OF REQUIRED IMPROVEMENTS

This referred to as "County"	Lennar Homes, LLC s Agreement is made and entered into this day of, 20, by and between hereinafter s "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as
	Witnesseth
	IEREAS the Board of County Commissioners of Hillsborough County has established a Land Development Code, referred to as the "LDC" pursuant to authority contained in Chapters 125,163, and 177, Florida Statutes; and
WH	EREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WH County, Flor	EREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough ida, for approval and recordation, a plat of a subdivision known as <u>TRIPLE CREEK VILLAGES N&P</u> ; and
WH and recorded	EREAS, a final plat of a subdivision within the unincorporated areas of Hillsborough County shall not be approved until the Subdivider has guaranteed to the satisfaction of the County that such improvements will be installed; and
WH are to be inst	EREAS, the improvements required by the LDC in the subdivision known as TRIPLE CREEK VILLAGES N&P alled after recordation of said plat under guarantees posted with the County; and
Development streets, gradit	EREAS, the Subdivider has or will file with the Hillsborough County Development Review Division of Services Department drawings, plans, specifications and other information relating to the construction, of roads, and sidewalks, stormwater drainage systems, water, wastewater and reclaimed water systems and easements and was shown on such plat, in accordance with the specifications found in the aforementioned LDC and required by the
WH	EREAS, the Subdivider agrees to build and construct the aforementioned improvements in the platted area; and
WH improvement	EREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the s for maintenance as listed below and identified as applicable to this project:
San	ds/Streets
WH workmanship	EREAS, the County required the Subdivider to warranty the aforementioned improvements against any defects in and materials and agrees to correct any such defects which arise during the warranty period; and
	EREAS, the County required the Subdivider to submit to the County an instrument guaranteeing the performance of and obligation to repair.
the County to	W, THEREFORE, in consideration of the intent and desire of the Subdivider as set forth herein, to gain approval of record said plat, and to gain acceptance for maintenance by the County of the aforementioned improvements, the ad 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 TRIPLE CREEK VILLAGES N&P Subdivision, within FOUR (4) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 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 TRIPLE CREEK VILLAGES N&P 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, date	:d	with
			by order
	of		,
b.	A Performance Bond, dated /0/2	:5/21 with	
	Lenner Homes LLC	as Principal, and	
	Atlantic Springly Insu	rance Company	_ as Surety, and
	A Warranty Bond, dated 16/25/	21 with Const	Homes CCC
		as Principal, and	
	PHANTIE Specialty Ins	as Principal, and	as Surety, and
c.	Cashier/Certified Checks, number		
	number, date	d	, which
	shall be deposited by the County into a ne	on-interest bearing escrow accour	nt upon receipt. No
	interest shall be paid to the Subdivider or		
	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
 - 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 **TRIPLE CREEK VILLAGES N&P** 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 <u>FOUR (4)</u> 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.

3

ATTEST:	SUBDIVIDER: By:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	PARKER HIRONS
Printed Name of Witness	Name (typed, printed or stamped)
Origila Histor. Witness Signature	Vice President Title
Angela Hester Printed Name of Witness	4600 W. CYPRESS ST., STE 300, Tampa, FL 3360. Address of Signer
	813-574-5658
	Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST: HILLSBOROUGH COUNTY PAT FRANK, CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
TAT FRANK, CLERK OF THE CIRCUIT COURT	DOARD OF COUNTY COMMISSIONERS
By:	By:
Deputy Clerk	Chairman

IN WITNESS WHEREOF, the parties hereto have executed these presents, this 157th day of oxogen, 2021.

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

CORPORATE ACKNOWLEDGMENT:
STATE OF TORISA
COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me thisday of
20_ 21 , by and
respectively President and Panicen Hizons of Lennan Homes, the LLC
a corporation under the laws of the state of Toke of 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:(Seal)
Print: AB: JAMES
Title or Rank: Abi James Comm.:HH 176977
Serial Number, if any: PA Expires: Sept. 20, 2025
My Commission Expires: 09 20 2025 Notary Public - State of Florid
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:

o whose,

SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC, 4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Atlantic Specialty Insurance Company, 605 Highway 169

North, Suite 800, Plymouth, MN 55441 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of THREE HUNDRED SEVENTY FOUR THOUSAND EIGHTY SIX AND 00/100 (\$374,086.00) 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 Agreem ent 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 TRIPLE CREEK VILLAGES N&P subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within FOUR (4) months from the date that the Board of County Commissioners approves the final plan and accepts this performance bond; and
- B. If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the manner prescribed in said Agreement;

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

SIGNED, SEALED AND DATED this 25	th day of October	, 20 <u>21</u> .
ATTEST:	BY: Lennar Homes, LLC, a Florida	
	PRINCIPAL	(SEAL)
	Atlantic Specialty Insurance Comp	any
ATTECT.	SURETY	(SEAL)
ATTEST: Mechelle Larkin, Witness	ATTOKNEY-IN-FACT	My Hua

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

De anence

SURETY RIDER

To be attached to and form a part of		
Bond No. 800117931		
dated effective October 25, 2021 (MONTH-DAY-YEAR)		
executed by Lennar Homes, LLC		, as Principal,
(PRINCIPAL)		, ao i imolpai,
and by Atlantic Specialty Insurance Company	, as Surety,	
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	
The Expiration Date to:		
May 14th 2022		
Nothing herein contained shall vary, alter or extend any provision or condition of this bond excep	ot as herein expressly state	ed.
This rider	, a con a la con 2 : : : : : :	
is effective November 17, 2021 (MONTH-DAY-YEAR)		
Signed and Sealed November 17, 2021		
(MONTH-DAY-YEAR)		
Lennar Homes, LLC , a Florida Limited Liability Company (PRINCIPAL)	_	
By: (PRINCIPAL) Hally balled at 12100 Areas Root	_	
(PRINCIPAL) Holly Gallagher, VICE President Atlantic Specialty Insurance Company		
(SURETY)	- INSUMALTY INSUMA	
ву:	SEAL 986 6	, manuary,
Jessica Richmond, Attorney-in-Fact	TEX NEW YORK AND	/
APPROVED BY THE COUNTY ATTORNEY	"Morninga"	

S-0443/GEEF 10/99

Approved As To Form And Legal Sufficiency.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Philip N. Bair, Jessica Richmond, Chelsea Nielson, Stephanie Gross, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

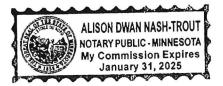
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full

Signed and sealed. Dated 7

Kara Barrow, Secretary

This Power of Attorney expires January 31, 2025



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Tenzer V. Cunningham, Brenda Wong, Martha Gonzales, Joaquin Perez, My Hua, Mechelle Larkin, Kathy R. Mair, Regina Rangel, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds. recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

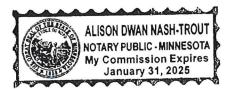
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated day of 45 25 2021.

Signed and sealed. Dated_

day of

This Power of Attorney expires January 31, 2025

Kara Barrow, Secretary

TRIPLE CREEK - VILLAGE N & P PERFORMANCE

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE ONLY (NO OFF-SITES)

SEPTEMBER 21, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	ROADWAY				
1.01	1.75" Type SP-12.5 Asphalt Surface	25,630.00	SY	\$8.25	\$211,447.50
1.02	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	15,102.00	SF	\$3.79	\$57,236.58
1.03	ADA Ramps (5' wide)	19.00	Each	\$879.73	\$16,714.87
1.04	ADA Ramps (8' wide)	2.00	Each	\$979.73	\$1,959.46
1.05	Signage and Striping	1.00	LS	\$11,910.00	\$11,910.00
	ROADWAY TOTAL	A Secretary	ALCONOMIC TO		\$299,268.41

Grand Total

\$299,268.41

\$374,086



BAN

PERFORMANCE BOND

KYLE L. THORNTON PE60279 #60279

STATE OF

125%

ONAL

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC 4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal and Atlantic 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 TWO HUNDRED SEVENTY ONE THOUSAND THREE HUNDRED NINETY and 00/100 (\$271,390.00) 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 TRIPLE CREEK VILLAGES N&P; and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement for 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 TRIPLE CREEK VILLAGES N&P, 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 APRIL 14. 2024.

SIGNED, SEALED AND DATED this 25t	h day of October, 2	20_21
ATTEST:	Lennar Homes, LLC, a Florida BY:	a limited liability company
Company of the Compan	PRINCIPAL	(SEAL)
	Atlantic Specialty Insurance Compa	any
	SURETY	(SEAL)
ATTEST:		My Hua
Mechelle Larkin, Witness	ATTORNEY-IN-FACT	(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

(1) Where d



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Tenzer V. Cunningham, Brenda Wong, Martha Gonzales, Joaquin Perez, My Hua, Mechelle Larkin, Kathy R. Mair, Regina Rangel, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds. recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

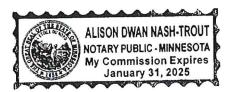
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full

Signed and sealed. Dated__

This Power of Attorney expires January 31, 2025

Kara Barrow, Secretary

SURETY RIDER

To be atta	ched to and form a part of		
Bond No.	800117933		
	•		
dated	October 25, 2021		
effective	(MONTH-DAY-YEAR)		
executed by	Lennar Homes, LLC		, as Principal,
,	(PRINCIPAL)		,
and by	Atlantic Specialty Insurance Company	_, as Surety,	
in favor of	Board of County Commissioners of Hillsborough County, Florida		
in conside	(OBLIGEE) ration of the mutual agreements herein contained the Principal and the Surety hereb	v consent to changing	
The Expirat		,gg	
May 14, 2024			
Nothing he	erein contained shall vary, alter or extend any provision or condition of this bond exce	pt as herein expressly state	ed.
This rider	November 17 2021		
is effective	(MONTH-DAY-YEAR)		
Signed and	Sealed November 17, 2021		
	(MONTH-DAY-YEAR)		
	Lennar Homes, LLC, a Florida Limited Liability Company		
В			
	(PRINCIPAL) Holly aglagher, vice President		
	Atlantic Specialty Insurance Company	annual constant	
	(SURETY)	CORPORATE Z	1
B		— SEAL 1986 8	
Jessica F	APPROVED BY THE COUNTY ATTORNEY	TEN YORK YOUR	f
	APPROVED BY THE GOOT	"Total annual"	

S-0443/GEEF 10/99

Approved As To Form And Legal Sufficiency.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Philip N. Bair, Jessica Richmond, Chelsea Nielson, Stephanie Gross, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

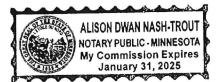
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17.1h

day of NOVOMbel 2021

This Power of Attorney expires January 31, 2025

Kara Barrow, Secretary

TRIPLE CREEK - VILLAGE N & P WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE ONLY (NO OFF-SITES) SEPTEMBER 22, 2021

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	ROADWAY		La production		
1.01	1.75" Type SP-12.5 Asphalt Surface	25,630.00	SY	\$8.25	\$211,447.50
1.02	7" Plant Mixed Soil Cement	25,630.00	SY	\$12.07	\$309,354.10
1.03	12" Compacted Subgrade (LBR 20)	25,630.00	SY	\$0.68	\$17,428.40
1.04	Miami Curb w/Stabilization	21,481.00	LF	\$8.91	\$191,395.71
1.05	FDOT Type F Curb	286.00	LF	\$13.85	\$3,961.10
1.06	Valley Gutter	1,090.00	SF	\$21.42	\$23,347.80
1.07	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	15,102.00	SF	\$3.79	\$57,236.58
1.08	ADA Ramps (5' wide)	19.00	Each	\$879.73	\$16,714.87
1.09	ADA Ramps (8' wide)	2.00	Each	\$979.73	\$1,959.46
1.10	Signage and Striping	1.00	LS	\$11,910.00	\$11,910.00
	ROADWAY TOTAL		STEP CHILDREN	600万里纳克 里	\$844,755.52
2.00	POTABLE WATER SYSTEM			en termenare	
2.01	4" PVC (DR 18)	778.00	LF	\$8.61	\$6,698.58
2.02	6" PVC (DR 18)	2,174.00	LF	\$11.50	\$25,001.00
2.03	8" PVC (DR 18)	8,546.00	LF	\$17.27	\$147,589.42
2.04	4" Gate Valve	3.00	Each	\$671.10	\$2,013.30
2.05	6" Gate Valve	9.00	Each	\$807.60	\$7,268.40
2.06	8" Gate Valve	44.00	Each	\$1,158.76	\$50,985.44
2.07	8" Tee Fitting	7.00	Each	\$357.43	\$2,502.01
2.08	8" x 4" Tee Fitting	2.00	Each	\$315.35	\$630.70
2.09	8" x 6" Tee Fitting	1.00	Each	\$315.35	\$315.35
2.10	8" Cross Fitting	1.00	Each	\$423.75	\$423.75
2.11	4" Bend Fitting	36.00	Each	\$134.42	\$4,839.12
2.12	6" Bend Fitting	29.00	Each	\$173.21	\$5,023.09
2.13	8" Bend Fitting	110.00	Each	\$229.22	\$25,214.20
2.14	8" x 6" Reducer Fitting	3.00	Each	\$197.68	\$593.04
2.15	6" x 4" Reducer Fitting	1.00	Each	\$146.96	\$146.96
2.16	6" Fire Hydrant Assembly	21.00	Each	\$3,539.37	\$74,326.77
2.17	Single Service, Short Side	175.00	Each	\$264.37	\$46,264.75
2.18	Single Service, Long Side	137.00	Each	\$326.66	\$44,752.42
	POTABLE WATER SYSTEM TOTAL	Vince dispa	ENERGIC CA	The second	\$444,588.30
3.00	SANITARY SEWER SYSTEM	A 12 - 12 - 10 12 15 15			
3.01	8" PVC, SDR 26 (0'-14' Cut)	8,151.00	LF	\$25.45	\$207,442.95
3.02	8" PVC, SDR 26 (14'-16' Cut)	1,031.00	LF	\$34.15	\$35,208.65
3.03	8" PVC, SDR 26 (16'-18' Cut)	764.00	LF	\$62.28	\$47,581.92
3.04	8" PVC, SDR 26 (18'-20' Cut)	463.00	LF	\$62.28	\$28,835.64
3.05	4' Sanitary Manhole (0'-14' Cut)	36.00	Each	\$3,454.80	\$124,372.80
3.06	4' Sanitary Manhole (14'-16') Cut)	1.00	Each	\$4,333.10	\$4,333.10
3.07	5' (Dia) Sanitary Manhole (14'-16' Cut)	2.00	Each	\$5,322.30	\$10,644.60
3.08	5' (Dia) Sanitary Manhole (16'-18' Cut)	4.00	Each	\$5,943.76	\$23,775.04
3.09	5' (Dia) Sanitary Manhole (18'-20' Cut)	3.00	Each	\$6,549.60	\$19,648.80
3.10	Single Service (Hillsborough County)	77.00	Each	\$547.46	\$42,154.42
3.11	Double Service (Hillsborough County)	118.00	Each	\$805.52	\$95,051.36
	SANITARY SEWER SYSTEM TOTAL	1.04836.2	Jan B	Contract to	\$639,049.28
4.00	STORM DRAINAGE SYSTEM	COST DESCRIPTION			
4.01	15" Class III RCP	699.00	LF	\$35.02	\$24,478.98
4.02	18" Class III RCP	1,647.00	LF	\$41.64	\$68,581.08

TRIPLE CREEK - VILLAGE N & P WARRANTY

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements
ONSITE ONLY (NO OFF-SITES)

SEPTEMBER 22, 2021

4.03	24" Class III RCP	1,693.00	LF	\$53.68	\$90,880.24
4.04	30" Class III RCP	946.00	LF	\$68.11	\$64,432.06
4.05	36" Class III RCP	1,522.00	LF	\$89.30	\$135,914.60
4.06	48" Class III RCP	396.00	LF	\$129.96	\$51,464.16
4.07	12" x 18" Class III Elliptical RCP	33.00	LF	\$47.51	\$1,567.83
4.08	29" x 45" Class III Elliptical RCP	176.00	LF	\$136.13	\$23,958.88
4.09	Hillsborough Co. Type 1 Curb Inlet	38.00	Each	\$3,685.16	\$140,036.08
4.10	Hillsborough Co. Type 2 Curb Inlet - Right	4.00	Each	\$4,365.11	\$17,460.44
4.11	FDOT Type C Inlet	4.00	Each	\$1,451.46	\$5,805.84
4.12	FDOT Type E Inlet	12.00	Each	\$2,508.79	\$30,105.48
4.13	Control Structure Type C (w Skimmer)	1.00	LS	\$11,282.56	\$11,282.56
4.14	Control Structure Type E (w Skimmer)	1.00	LS	\$17,631.34	\$17,631.34
4.15	Control Structure Type 4-H (w Skimmer)	1.00	LS	\$13,421.05	\$13,421.05
4.16	Storm Manhole	4.00	Each	\$3,252.11	\$13,008.44
4.17	15" FDOT FES	2.00	Each	\$1,630.62	\$3,261.24
4.18	18" FDOT FES	6.00	Each	\$1,630.78	\$9,784.68
4.19	24" FDOT FES	5.00	Each	\$1,749.98	\$8,749.90
4.20	30" FDOT FES	4.00	Each	\$2,017.09	\$8,068.36
4.21	36" FDOT FES	5.00	Each	\$2,513.05	\$12,565.25
4.22	48" FDOT FES	1.00	Each	\$3,376.00	\$3,376.00
4.23	15" FDOT MES	1.00	Each	\$1,122.71	\$1,122.71
4.24	48" FDOT MES	1.00	Each	\$3,885.68	\$3,885.68
4.25	6" Underdrain (Fine Agg)	1,630.00	LF	\$13.42	\$21,874.60
4.26	Underdrain Cleanout	12.00	Each	\$222.19	\$2,666.28
	STORM DRAINAGE SYSTEM TOTAL	1.4.4.1	SERVICE PROPERTY.		\$785,383.76

Grand Total

\$2,713,891

HALFF

WARRANTY BOND / 10% \$271,390

KYLE L. TROMUTON, PEO2T #60279

KYLE L. TROMUTON, PEO2T #60279

STATE OF ST

SUBDIVIDER'S AGREEMENT FOR PERFORMANCE - PLACEMENT OF LOT CORNERS

		and entered into thisday of, 20, by and between
		hereinafter referred to as the "Subdivider" and
Hillsborough Coun	ity, a political	subdivision of the State of Florida, hereinafter referred to as the "County."
		Witnesseth
WHEREAS,	, the Boar	d of County Commissioners of Hillsborough County has established a Land
Development Code	e, hereinafte	r referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
Florida Statutes; ar	nd	
WHEREAS,	the LDC affe	cts the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS,	, pursuant t	to the LDC, the Subdivider has submitted to the Board of County Commissioners
of Hillsborough TRIPLE CREEK		lorida, for approval and recordation, a plat of a subdivision known as N&P (hereafter referred to as the "Subdivision"); and
WHEREAS.	a final	plat of a subdivision within the unincorporated area of Hillsborough
		ved and recorded until the Subdivider has guaranteed to the satisfaction of
the County that lot	t corners will	be installed; and
WHEREAS	the lot corn	ers required by Florida Statutes in the Subdivision are to be installed after recordation of
		ted with the County; and
		ler agrees to install the aforementioned lot corners in the platted area.
1.5%		consideration of the intent and desire of the Subdivider as set forth herein, to gain
		d said plat, and to gain acceptance for maintenance by the County of the aforementioned and County agree as follows:
•		, -
		litions and regulations contained in the LDC, are hereby incorporated by reference and his Agreement.
2. The	Subdivider FOUR	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
Com	nmissioners a	approves the final plat and accepts the performance bond rendered pursuant to paragraph
3, b	elow, 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 i	nstrument ensuring the performance of the obligations described in paragraph 2, above,
spec	cifically ident	ified as:
	a.	Letter of Credit, number, dated,
		withby
		order of
	b.	A Performance Bond, number 800117937_dated,
		10/25/71 with ECANOC HEADS (LC as Principal, and
		as Principal, and
		Mode Specially Incurance Companyas 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 Agree	ment, effective as of the date set forth above.
ATTEST: Sul	odivider:
Mai James By	
Witness Signature	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
ABI JAMES	PARUEN HINGUS
Printed Name of Witness	Name (typed, printed or stamped)
angela Kester	VICE PRESIDENT
Witness Signature	Title
Angela Hester Printed Name of Witness	4600 W. CYPRESS ST., STE 300, Tamon, Fr. 3360 Address of Signer
	<u>813-574-5658</u> Phone Number of Signer
NOTARY PUBLIC	
CORPORATE SEAL (When Appropriate)	
ATTEST:	
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 Sufficiency.

3 of 4

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before	ore me by mean	s of Physical pre	esence or [online notar	ization, this	
15TH day of OCTOBER	2021	, by Pare	KER	HIRONS	as	
(day) (month)	(year)	, by Pare (na	me of person	acknowledging)		
(type of authority,e.g. officer, trustee, attorney in fact)	for LEA	Nan Home	Es, LL	C	_•	
(type of authority,e.g. officer, trustee, attorney in fact)	(name o	of party on behalf of who	om instrument	was executed)		
Personally Known OR Produced Identif	ication	OSignature	of Notary Po	ublic - State of Fl	orida)	
Type of Identification Produced		ABI J	mes			
(Notary Seal Notary Public - State of Florida Abi James Comm.:HH 176977 Expires: Sept. 20, 2025 Notary Public - State of Florida (Commission Number) (Commission Number) (Expiration Date) Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH						
The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization, this						
day of (day) (month)	_,(year)	, by	me of person :	cknowledging)	·	
Personally Known OR Produced Identifi				ıblic - State of Fl	orida)	
Type of Identification Produced						
	_	(Print, Type, or	Stamp Comn	nissioned Name	of Notary Public)	
(Notary Seal)		(Commission Number	r)		(Expiration Date)	

SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That weLennar Homes, LLC
4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and
Atlantic 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
THOUSAND SEVEN HUNDRED SEVENTY AND 00/100 (\$ 32,770.00) 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
TRIPLE CREEK VILLAGES N&P 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

1 of 2

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

made a part of this Subdivision Performance Bond.

06/2021

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		
	TRIPLE CREEK VILLAGES N&P subdivision		
	all lot corners as required by the State in the platted area in exact accordance with the		
	drawings, plans, specifications, and other data and information filed with the Development		
	Review Division of Development Services Department of Hillsborough County by the Principal,		
	and shall complete all of said building, construction, and installation within FOUR (4)		
	nonths from the date that the Board of County Commissioners approves the final plan and		
	accepts this performance bond; and		
В.	If the Principal shall faithfully perform the Subdivider's Agreement at the times and in the		
	manner prescribed in said Agreement;		
THEN TH	HIS OBLIGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND		
EFFECT U	JNTILAPRIL 14, 2022		
SIGNED,	SEALED AND DATED this 25th day of October, 20 21.		
ATTEST:	Lennar Homes, LLC, a Florida limited liability company		
Vivol	TUDE O L EST. J'S		
	PRINCIPAL (SEAL)		
	Atlantic Specialty Insurance Company		
	SURETY (SEAL)		
ATTEST:			
	My Hua		
Mechelle L	Larkin, Witness ATTORNEY-IN-FACT (SEAL)		
	APPROVED BY THE COUNTY ATTORNEY		
	APPROVED BY THE GOOD		
	Approved As To Form And Legal		
	Approved As To Form And Legal Sufficiency.		
	William		



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Tenzer V. Cunningham, Brenda Wong, Martha Gonzales, Joaquin Perez, My Hua, Mechelle Larkin, Kathy R. Mair, Regina Rangel**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

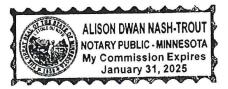
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY Ву

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_____

This Power of Attorney expires January 31, 2025 SEAL 1986 O

Kara Barrow, Secretary

SURETY RIDER

To be attac	hed to and form a part of				
Bond No.	800117932				
dated	October 25, 2021				
effective -	(MONTH-DAY-YEAR)				
executed by I	Lennar Homes, LLC	, as Principal,			
, _	(PRINCIPAL)	, as I morpall			
and by _/	Atlantic Specialty Insurance Company , as Surety,				
in favor of	Board of County Commissioners of Hillsborough County, Florida				
in consider:	(OBLIGEE) ation of the mutual agreements herein contained the Principal and the Surety hereby consent to changing				
The Expiration					
May 14th 2022					
Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.					
This rider	November 17 2021				
is effective	(MONTH-DAY-YEAR)				
Signed and	Sealed November 17, 2021				
	(MONTH-DAY-YEAR)				
	Lennar Homes, LLC, a Florida Limited Liability Company				
Ву:	171 7 711				
-2.	(PRINCIPAL) Holly Calleguer, vice President				
	Atlantic Specialty Insurance Company				
	(SURETY) (SURETY)				
Ву:	1986 6				
Jessica Rid	chmond, Attorney-in-Fact				
	"Marini annual""				
APPROVED BY THE COUNTY ATTORNEY					

S-0443/GEEF 10/99

Approved As To Form And Legal Sufficiency.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Philip N. Bair, Jessica Richmond, Chelsea Nielson, Stephanie Gross, each individually if there be more than one named. its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds. recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

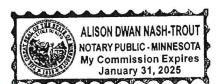
This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. Signed and sealed. Dated 17 th day of 1000 1000 2000

Kara Barrow, Secretary

This Power of Attorney expires January 31, 2025

Triple Creek - Village N & P Hillsborough County, FL LOT CORNERS SEPTEMBER 21, 2021 1.00 LOT CORNER MONUMENTATION

1.00	LOT CORNER MONUMENTATION				
1.01	Monuments Installed	307.00	Per Lot	\$82.00	\$25,174.00
1.02	Monuments- Misc Tracts	0.00	Per Tract	\$70.00	\$0.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	TOTAL				\$26,214.00

Grand Total



THORN 10/1/2/

KYLE L. THORNTON, PE #60279

No 60279

125%

PERFORMANCE BOND

\$26,214.00

\$32,770

TRIPLE CREEK VILLAGE N AND J

SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION: A parcel of land lying in Sections 1 and 2, Township 31 South, Range 20 East, Hillsborough County, Florida and being more particularly described as follows:

COMMENCE at the Northwest Corner of the Southwest 1/4 of sald Section 1, run thence along the West boundary of sald Southwest 1/4 of Section 1, 5.00°9427E., 762.38 feet to the POINT OF BEGINNING; thence N.7750°947E., 201.28 feet; thence S.12°90'15'E., 301.63 feet; thence S.72°93'15'E., 301.63 feet; thence S.72°93'15''E., 301.63 feet; thence S.72°93'15'''E., 301.63 feet; thence S.72°93'15''', 30

Containing 136.748 acres, more or less.

NOTES:

Northing and Easting coordinates (Indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1990 ADI)USTNERT) for the Yest Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Originating Coordinates: Station "DN K"

PLAT BOOK

PAGE

Subdivision plats by no means represent a determination on whether properties will or will not flood. Land within the boundaries of this plat may or may not be subject to flooding; the Development Review Division has information regarding flooding and restrictions on development.

Drahage Essenents shall not contain permanent improvements, including, but not limited to, sidewalts, drieways, impervious surfaces, patios, decks, pools, air conditioners, surcutures, utility sheets, poles, feares, sprinker systems, trees, shrubs, hedges, and landecaping gift as other than grass, except for indicaping of stormwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each formwater detention and retention ponds as required by the Land Development Code, except as approved by the County Administrator. This note shall appear on each

All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no action construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

Lands being platted herein are benefited by and subject to the following:

a. Welland Impact Approval and Mitigation Agreement recorded in Official Records Book 17463, Page 1734, as assigned by Assignment of Mitigation Agreement recorded in Official Records Book 19319, page 1845, all of the Public Records of Milliagouph County, Florida.
b. Notice of Establishment of the Triple Creek Community Development District (the "District") recorded in Official Records Book 19779, Page 1841, as affected by District International Maintenance of Improvements to Real Property recorded in Official Records Book 22120, Page 3211, Parended 8, Resized Booksure of Public Flanning and Maintenance of Improvements to Real Property recorded in Official Records Book 24976, Page 241, Notice of Boundary Agreement of the Triple Creek Community Development District recorded in Official Records Book 25976, Page 241, Notice of Boundary Agreement Fords.
c. Wildlife Habitat Management Plan Triple Creek Hillsborough County, Florida, attached and forming a part of documents recorded in Official Records Book 13006, Page 141, Notice Page 1314.

A related and Assessment recorded in Official Records abook 18043, Page 1975; Official Records abook 26045, Page 1877; Official Records abook 27015; Page 672; and Instrument Number 200481837, all of the Public Records abook 18043, Page 1877; Official Records abook 27015; Page 672; and Instrument Number 200481837; all of the Public Records and Control Books, 18143, Page 1865; as supplemented, amended or otherwise affected by Supplemental Decisionation to Decisionation to Decisionation of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records and Restrictions for Triple Creek, recorded in Official Reco

Temporary Access Easement Agreement between Lennar Homes, LLC, and Homes By West Bay, LLC, recorded in Instrument Number 2021162879 of the Public Records of Hillsborrough County, Florida. Surveyor's Notes: Temporary Easement Agreement will automatically terminate upon recording of this plat with publicly-dedicated readway.

OARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation.

Date	
Chairman	

CLERK OF CIRCUIT COURT

County of Hillsborough State of Florida

l hereby certify that this subdivision plat meets the requirements in form, of Chapter 177 Part I of the Florida Statutes and has been filed for record in Plat Book _____, Page _____, of the Public Records of Hillsborough County, Florida.

BY: Clerk of Circuit Court 20 This day of 20	BY: Deputy Clerk TIME
This day of, 20,	TIME
CLERK FILE NUMBER	

I, the undersigned surveyor, hereby certify that this Platted Subdivision is a correct representation of the lands being subdivided; that this plat was prepared under my direction and supervision and the compiles with all the survey requirements of Chapter 137, Part I, Florida Statutes, and the Hillsborough County Land Development Code; and that the manners the detectore Monuments (P.R.M.'s) were set on the land of the properties of the control of the County Land Development Code; and that the points of Intersection and Chapter 137, of the Florida Statutes will be set within the time allotted in 137,091 (8) (9), or pursuant to terms of bond.

SURVEYOR'S CERTIFICATION

REVIEWING AGENCY SURVEYOR'S CERTIFICATE

PLAT APPROVAL: This plat has been reviewed in accordance with the Florida Statutes, Section 177.081 for Chapter conformity. The geometric data has not been verified.

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Section,	Professio
Geospatial	ida Professional Surveyor and Mapper, License No.
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Acquisiti	Mapper, L
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Services	nse No.
Department,	
vey Section, Geospatial & Land Acquisition Services Department, Hillsborough Cou	
6	

AMERRITT, INC.
LAND SURVEYING & MAPPING
Cerificate of Autorization Number 12 7778
3010 W. Lasels Street, Safe 150
Timpol, 15 13569
Phote (6.01) 213-2500 Job No.: AMI-LCF-TC-010
File Name: P\TripleCreek\TC-VILLAGE N&P-01

SHEET 1 OF 27 SHEETS

Arthur W. Merritt, (License No. LS4498)
Florida Professional Surveyor and Mapper

AMERRITT. INC... (Certificate of Authorization Number LB7778)
3010 W. Azeele Street, Sulte 150
Tampa, Florida 33609

Reviewed by:

unty

RIPLE CREEK VILLAGE N AND U

PLAT BOOK

PAGE

SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DEDICATION: The undersigned, Lennar Homes, LLC, a Florida limited liability company (the "Lennar") as the fee simple owner of all lands except for Lots 85 through 129 and Lots 149 through 194 and

Homes by West Bay, LLC, a Florida limited liability company (the "West Bay") as the owner of Lots 85 through 129 and Lots 149 through 194, collectively being (the "Owners") of the lands platted herein do hereby dedicate this Plat of TRIPLE CREEK VILLAGE N AND P, for record.

Owners do hereby dedicate the (Public) Drainage Easements as shown hereon, to the County for the benefit of the public, for access and drainage purposes, and Lennar does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County") all (Public) streets, roads, Rights-of-Way and the 10' Additional (Public) Right-of-Way for Triple Creek Boulevard, as shown hereon.

for other purposes incidental thereto.

Owners further do hereby dedicate the Utility Easements as shown hereon, to the County for the benefit of the public, for access and utility purposes, and for other purposes incidental thereto.

Lennar does hereby state and declare the following:

TRACT "B-60" TRACT "B-52"

(CODS) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT;
WETLAND CONSERNATION AREA; UTILITY RESEMENT
(CDD) OPEN SPACE; (CDD) DRAINAGE AREA; (PUBLIC)
DRAINAGE EASEMENT; WETLAND CONSERVATION AREA;
CONSERVATION ASEMENT; SIGNIFICANT UPLAND HABITAT
CONSERVATION AREA; UTILITY EASEMENT

39.894 Ac.±

5.065 Ac.±

ACREAGE

TRACT

TRACT DESIGNATION TABLE DESIGNATION

TRACT "B-68" TRACT "B-66" TRACT "B-61"

(CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT (CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT (CDD) OPEN SPACE; UTILITY EASEMENT (CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; WETLAND CONSERVATION AREA; UTILITY EASEMENT

> 6.601 Ac.± 3.802 Ac.± 6.004 Ac.±

0.635 Ac.±

TRACT "B-67"

TRACT "B-69"

Fee interest in TRACTS "B-50", "B-50", "B-50", "B-50", "B-50", "B-50", "B-70", "B-72", "B-74", "B-74", "B-74", and "C-1", as shown hereon, which include the areas within said Tracts designated as (CDD) Jopen Spaces; (CDD) brailings Areas; Weithard Conservation Areas; Conservation Essement and Significant Upland Habitat Conservation Areas are hereby reserved by the Owner for conveyance by separate instrument to the Triple Creek Community Development District, a unit of special purpose local government organized and estaking pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity, subsequent to the recording of this Pski, for the benefit of the ide owners within the subdivision.

TRACTS 'B-52", 'B-60", 'B-61", 'B-66", 'B-66", 'B-69", 'B-69", 'B-70", 'B-72", 'B-74", 'B-74A" and 'C-1", including all Areas within such Tracts, are subject to any and all easements, rights of way and tracts dedicated to public use as shown on this plat.

The maintenance of Owner-reserved tracts and areas and private easements reserved by Owners will be the responsibility of the Owners, their assigns and successors in title, which may include the Triple Creek Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Forda Statutes or other custodial and maintenance entity.

LENNAR HOMES, LLC, a Florida limited liability company - OWNER

ACKNOWLEDGEMENT: State of Florida, County of

10' ADDITIONAL

(PUBLIC) RIGHT-OF-WAY FOR TRIPLE CREEK BOULEVARD (CDD) OPEN SPACE; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT

0.206 Ac.± 2.768 Ac.± 0.048 Ac.±

TRACT "B-74"
TRACT "B-74A" TRACT "B-73"

(CDD) OPEN SPACE; UTILITY EASEMENT (CDD) OPEN SPACE

(CDD) OPEN SPACE; (CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT

10.395 Ac.±

0.227 Ac.± 0.074 Ac.±

0.103 Ac.±

0.133 Ac.±

Parker Hirons, as Vice President

(CDD) OPEN SPACE; UTILITY EASEMENT (CDD) OPEN SPACE; UTILITY EASEMENT (CDD) OPEN SPACE; UTILITY EASEMENT

TRACT "C-1"

Printed Name Printed Name

Witness

Witness

Notary Public, State of Florida at Large

(Printed Name of Notary)

My Commission expires:

Commission Number:

EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT TIE; S' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER OR LESSER VALUE.

(IE: S = 5.00); (IE: 7.5" = 7.50);

THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

PARALLEL OFFSET DIMENSIONS NOTE:

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplianted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.

HOMES BY WEST BAY, LLC, a Florida limited liability company - OWNER of Lots 85 through 129 and Lots 149 through 194

Witness Witness

Printed Name

Printed Name

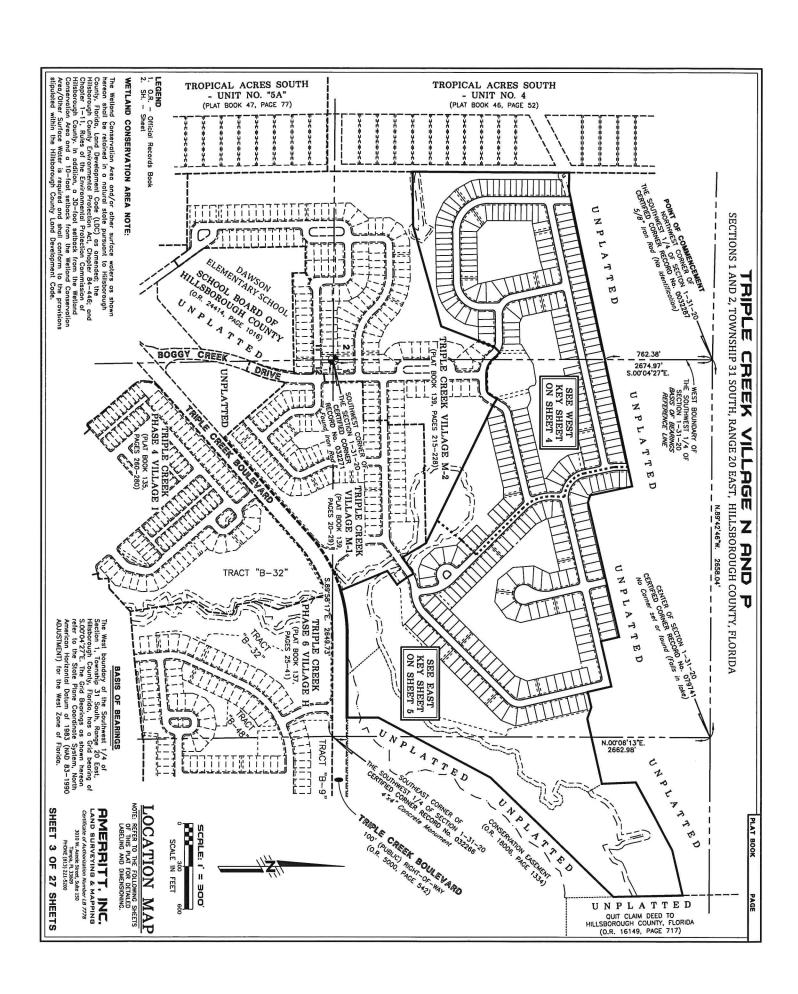
ACKNOWLEDGEMENT: State of Florida, County of Hillsborough

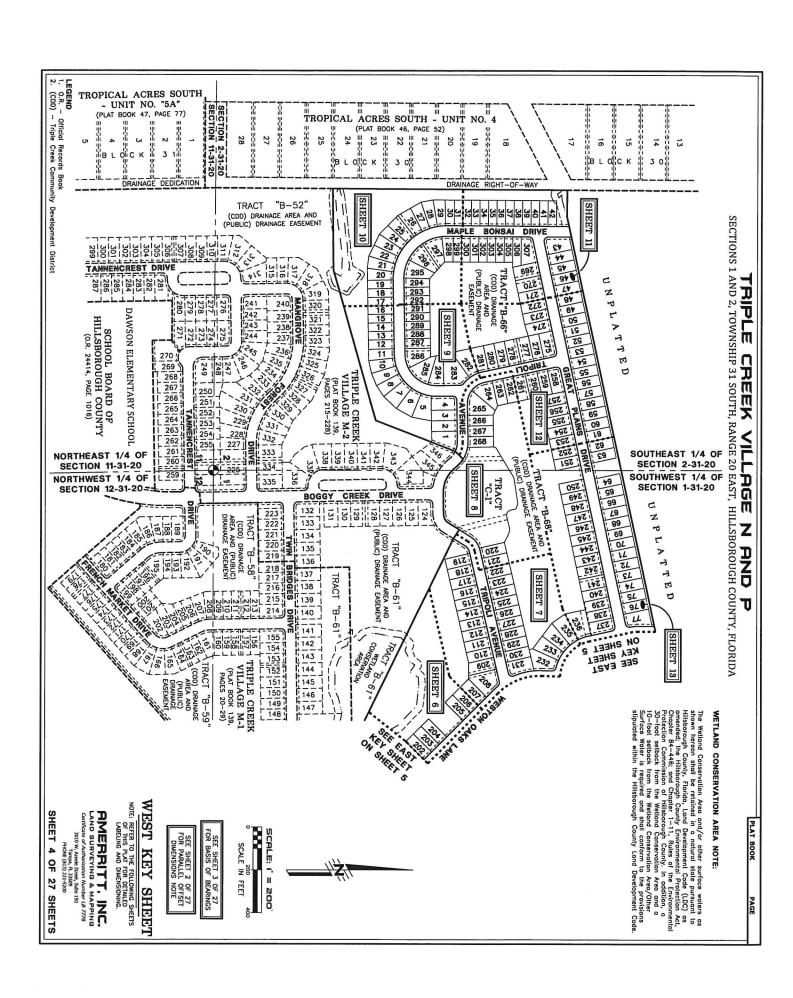
Notary Public, State of Florida at Large My Commission expires:

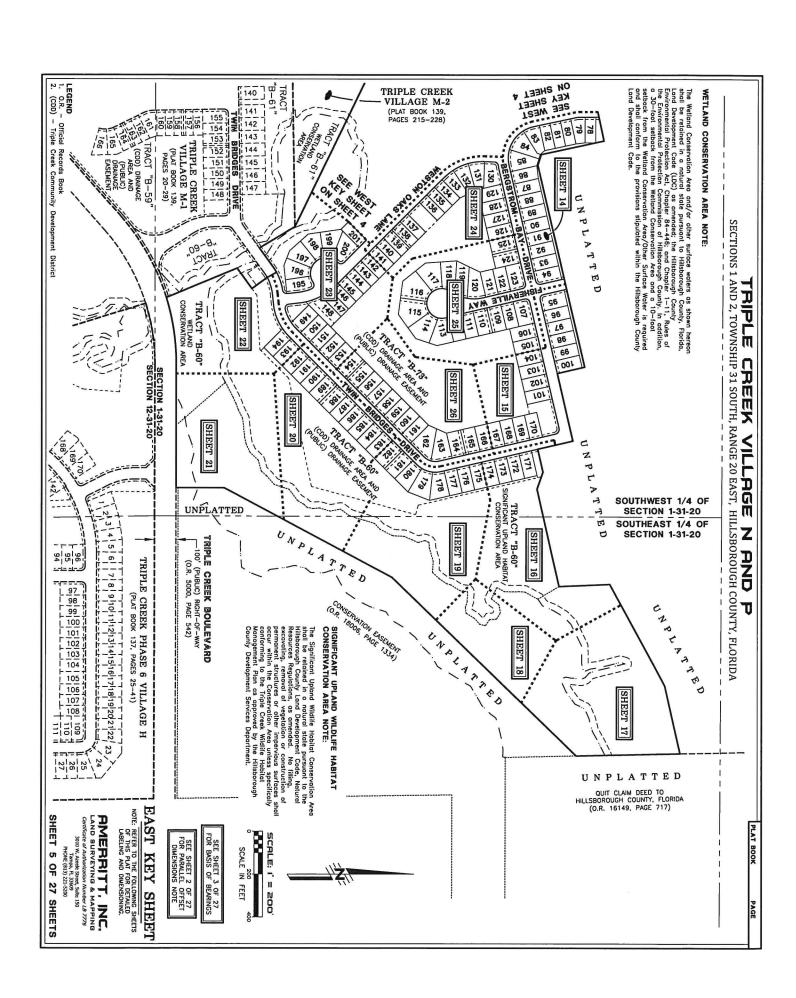
(Printed Name of Notary) Commission Number:

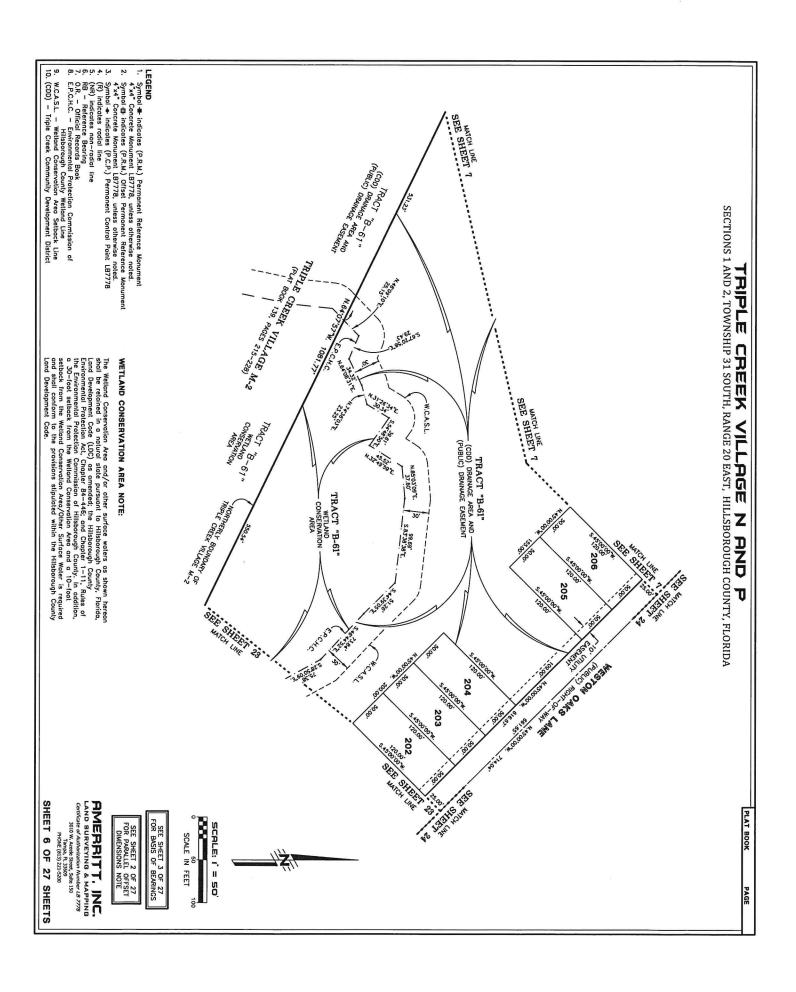
PMERRITT, INC. Certificate of Authorization Number LB 7778 3010 W. Azeele Street, Salte 150 Tampa, R. 13609 PHONE (813) 221-5200

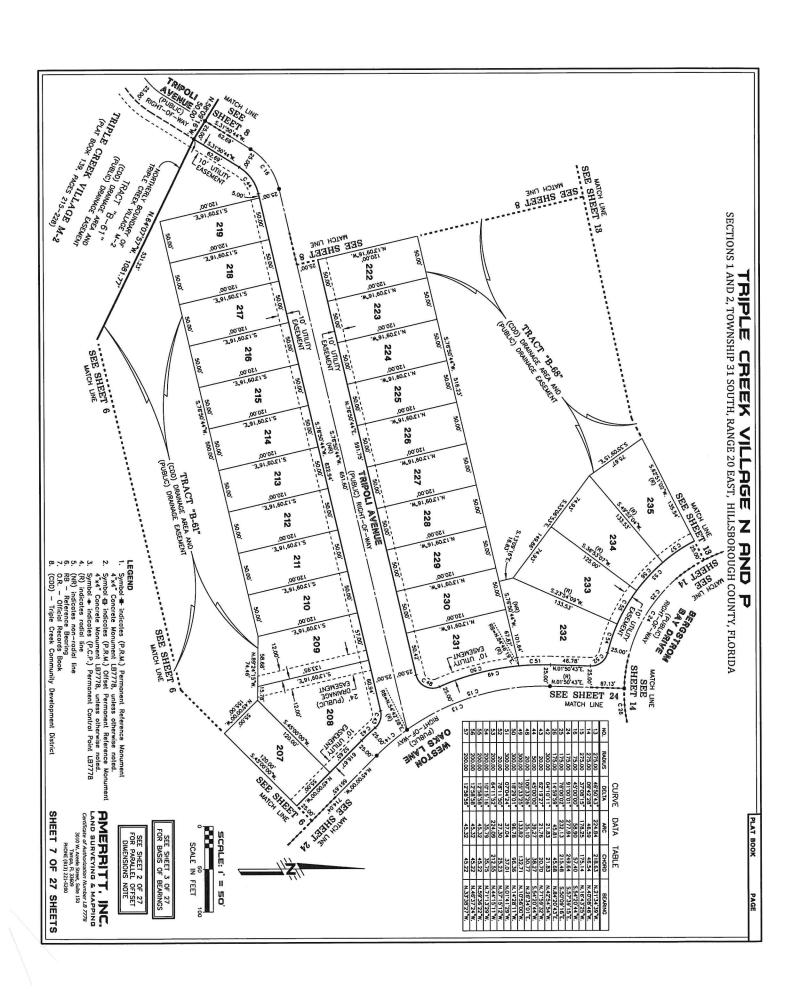
SHEET 2 OF 27 SHEETS

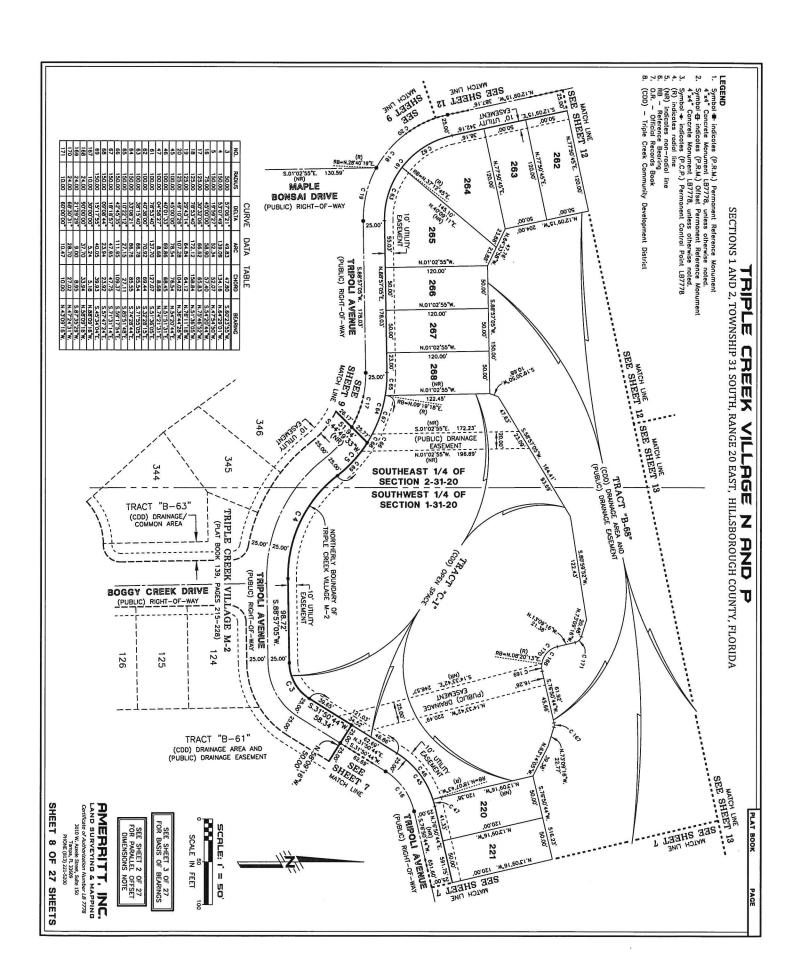


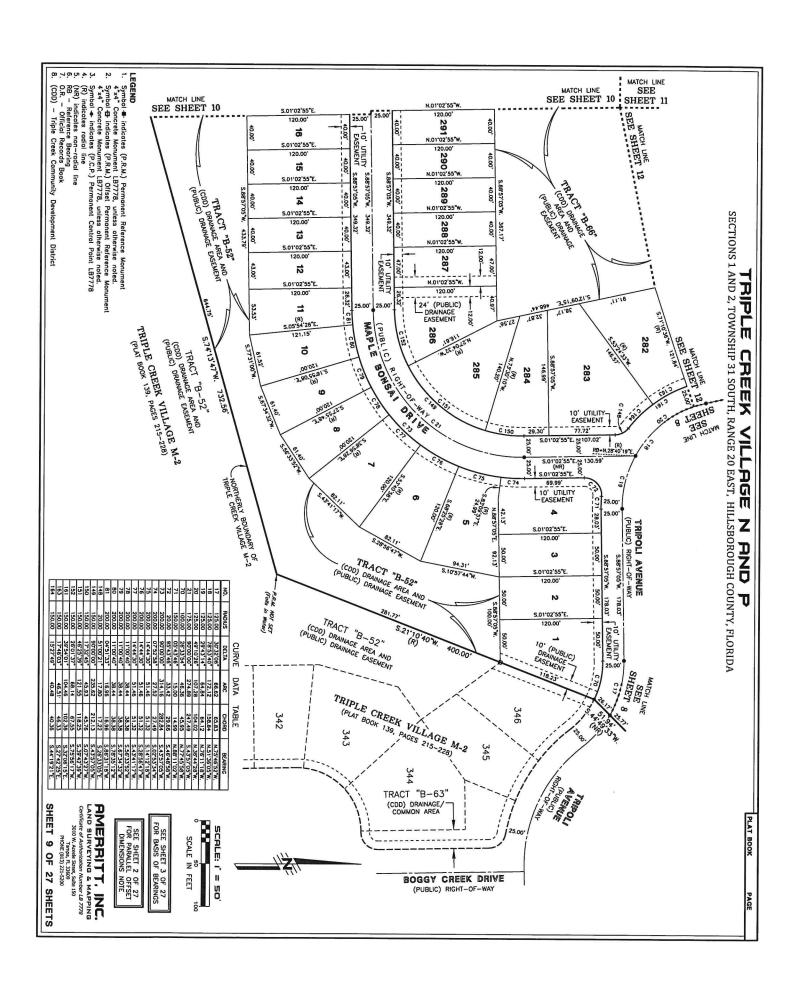


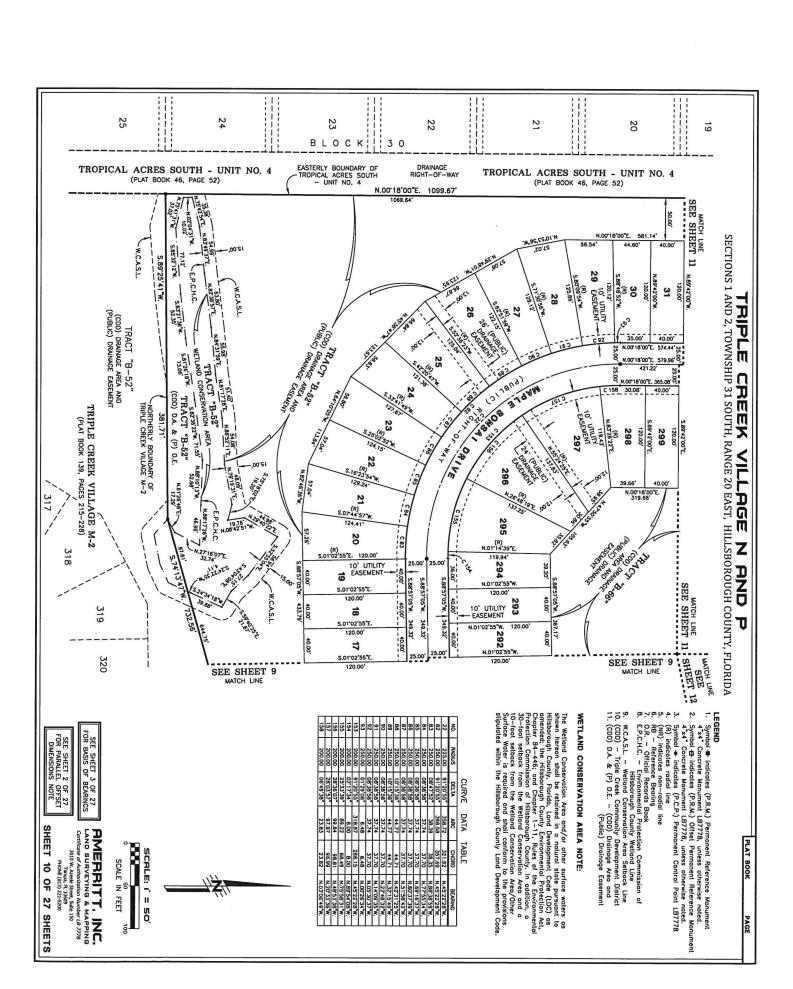


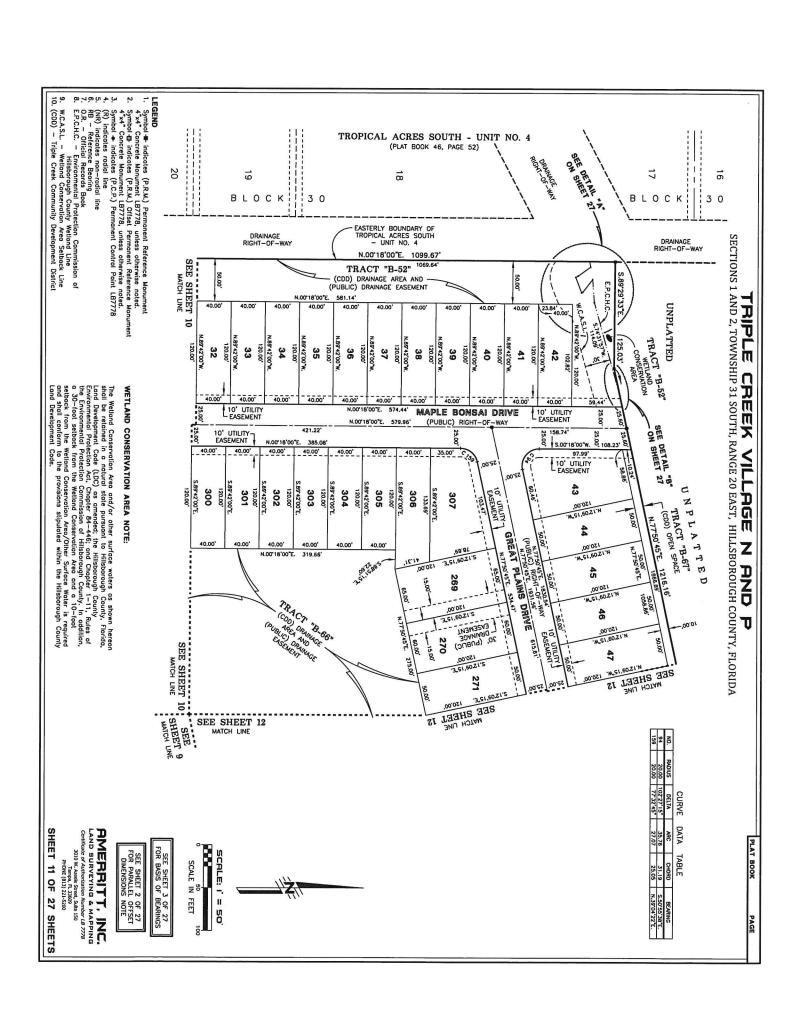


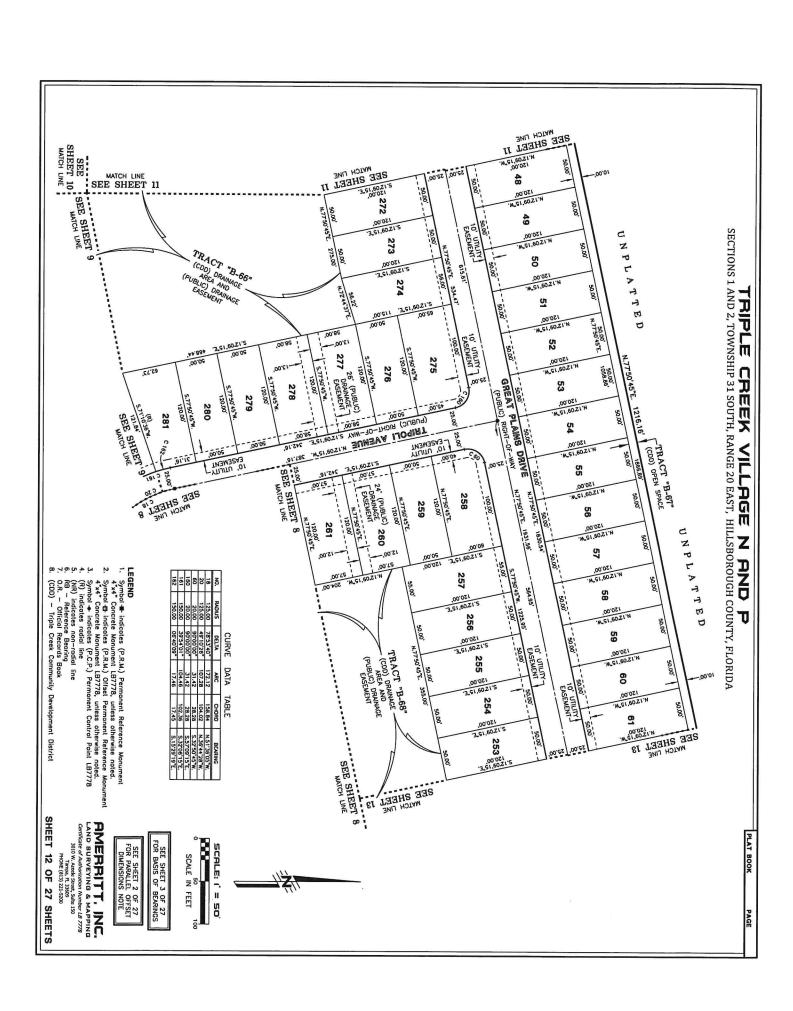


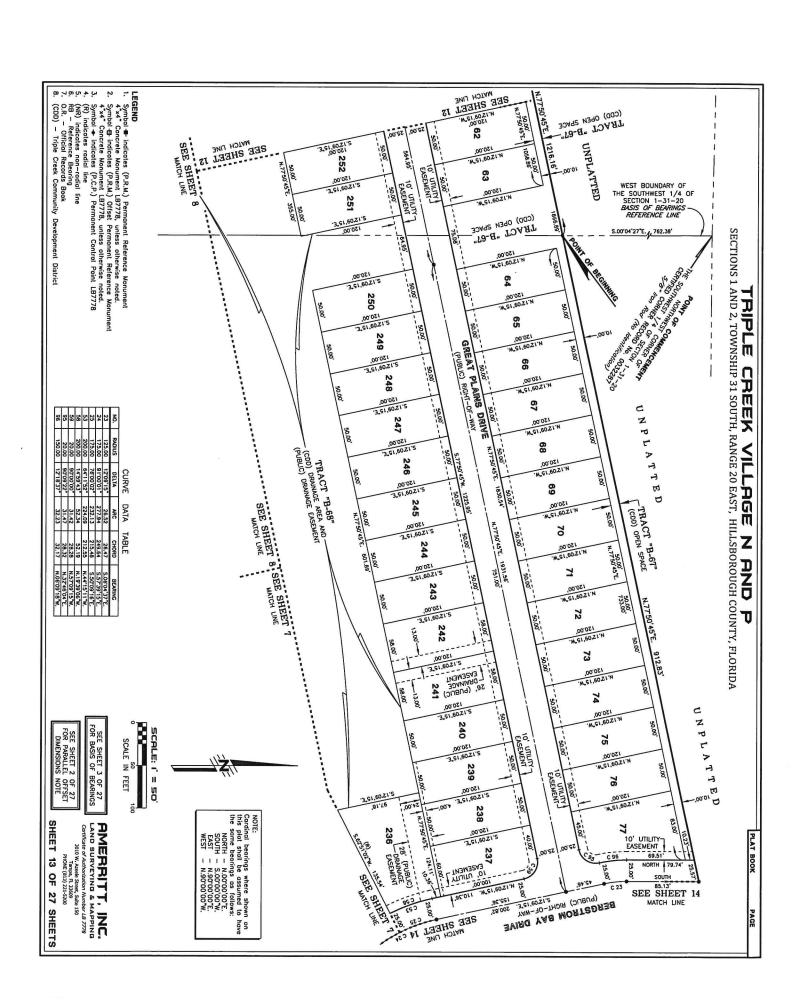


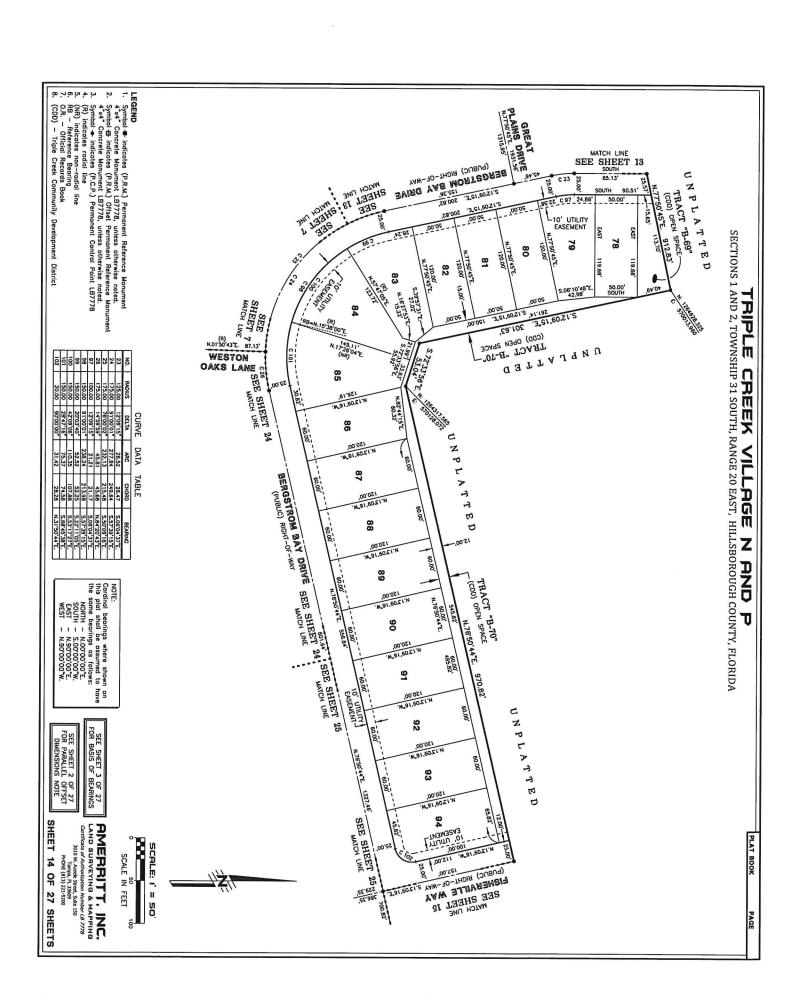


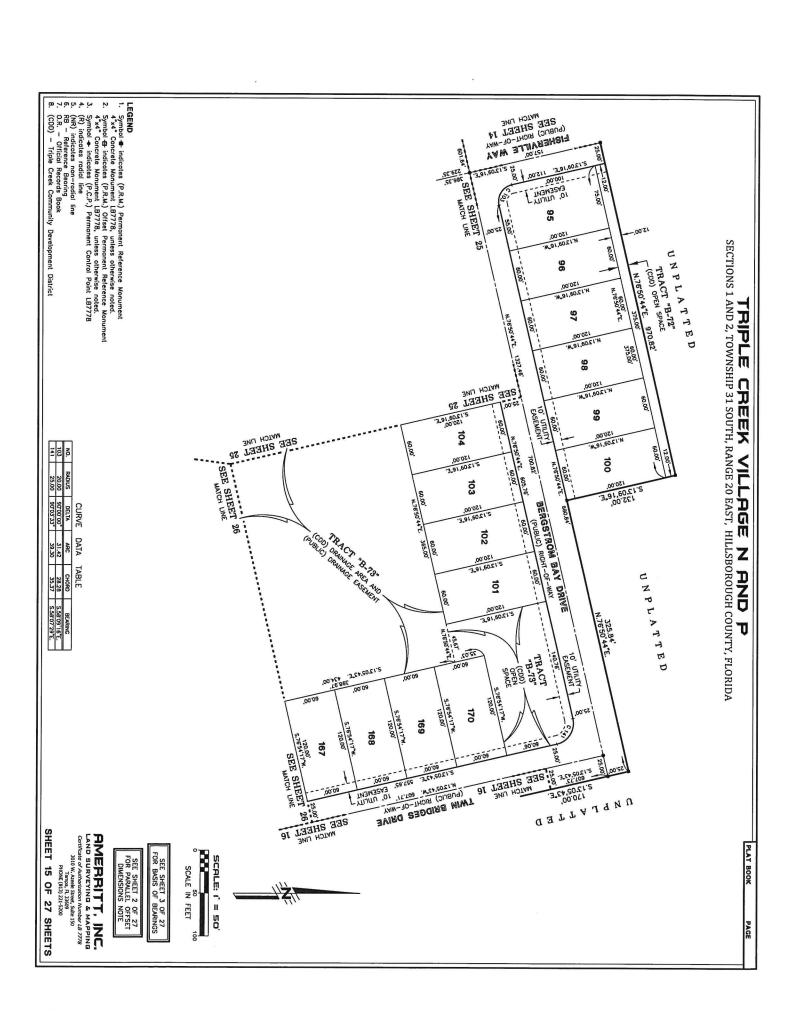


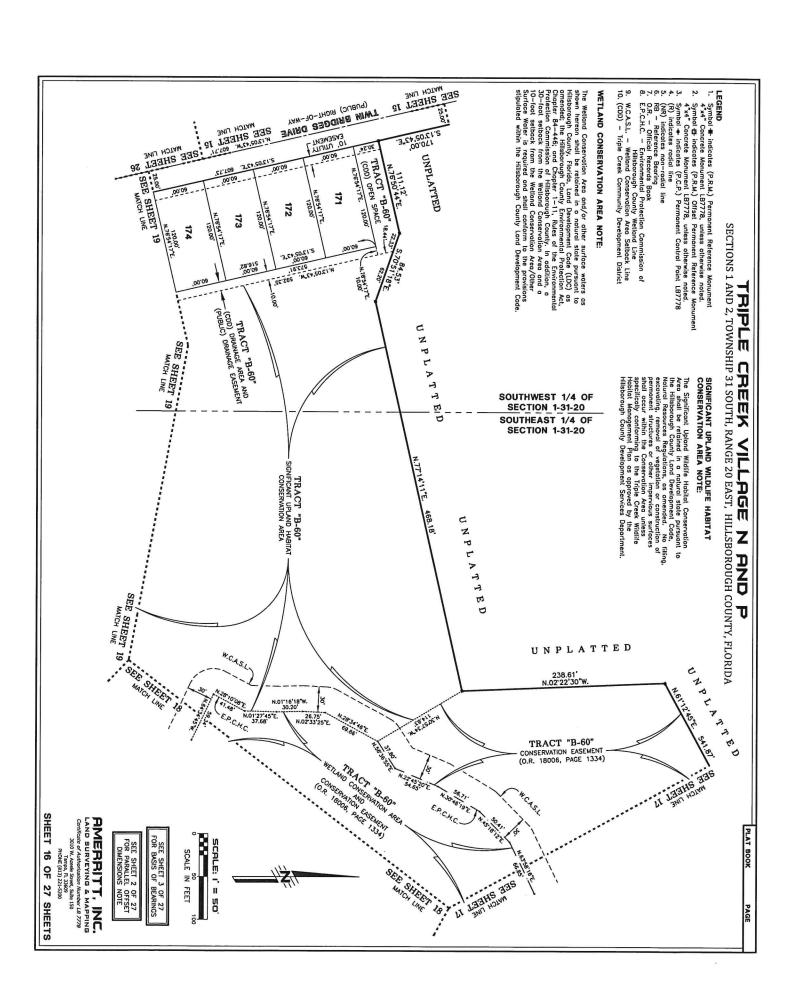


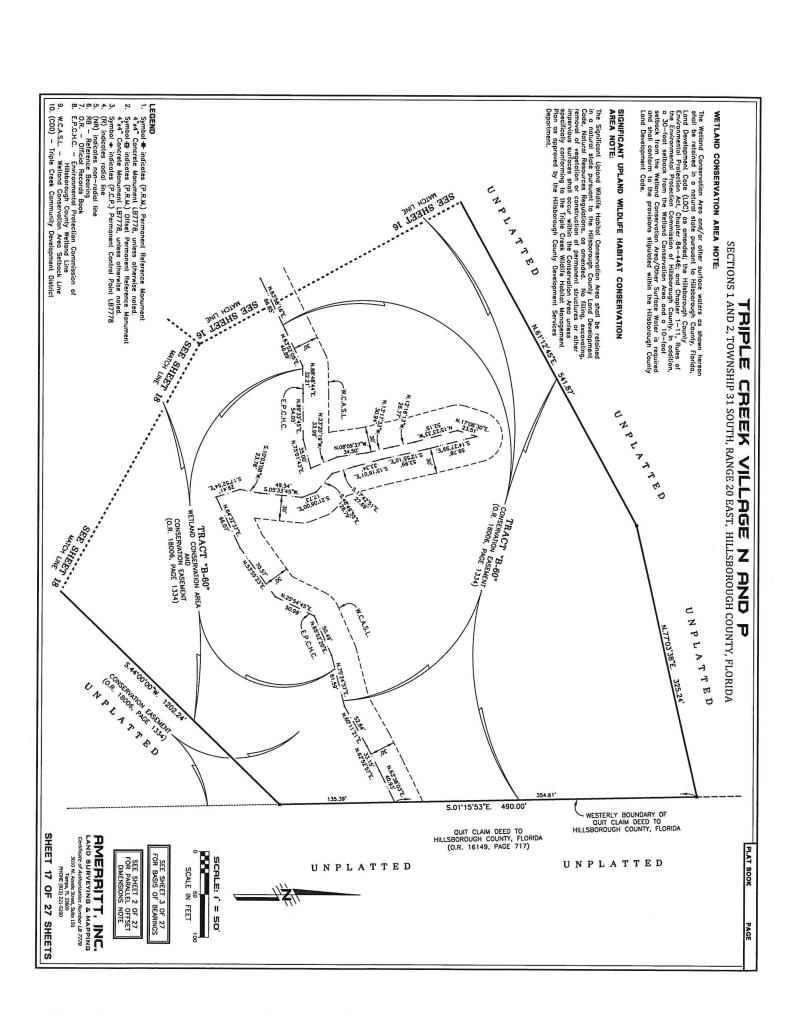


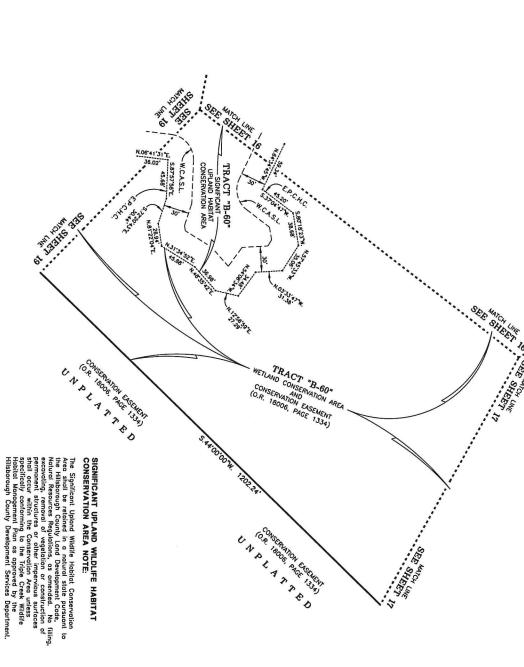












- W 4 0 0 1 C B 2 Symbol & indicates (P.R.M.) Permonent Reference Monument 4*x4" Concrete Monument LB7778, unless otherwise noted. Symbol & indicates (P.R.M.) Offset Permonent Reference Monument BB7778, unless otherwise noted. 4*x4" Concrete Monument BB7778, unless otherwise noted. Symbol & indicates (P.C.P.) Permonent Control Point LB7778 (R) indicates radial line

- (NR) indicates non-radial line
 RB Reference Bearing
 O.R. Official Records Book
 E.P.C.H.C. Environmental Protection Commission of
 E.P.C.H.C. Hillsborough County Wetland Line
 W.C.A.S.L. Wetland Conservation Area
 (CDD) Triple Creek Community Development District

WETLAND CONSERVATION AREA NOTE:

The Welland Conservation Area and/or other surface waters as shown hereon shall be retained in a natural state pursuant to Hillsborough County, Florida, Land Development Code (LIC) as amended; the Hillsborough County Environmental Protection Art, Chapter 84–446; and Chapter 1–11, Rules of the Environmental Protection Commission of Hillsborough County, In addition, a 30–100t setback from the Welland Conservation Area and a 10–100t setback from the Welland Conservation Area and a 10–100t setback from the Welland Conservation Area (Miter is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code.

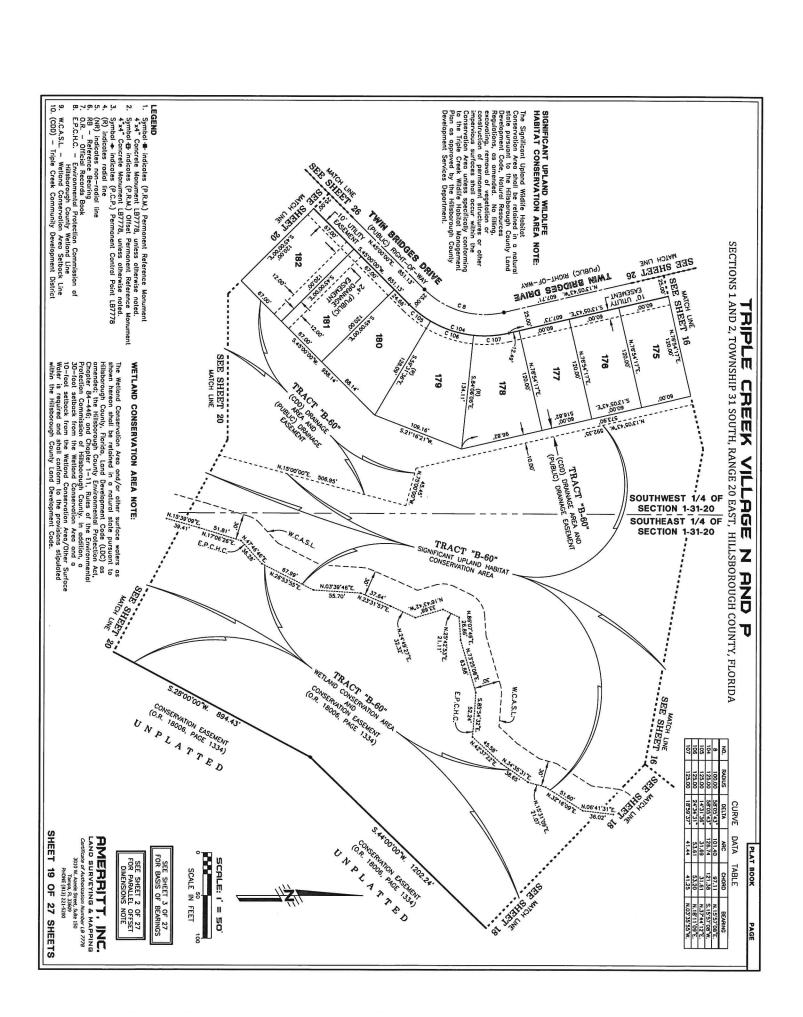


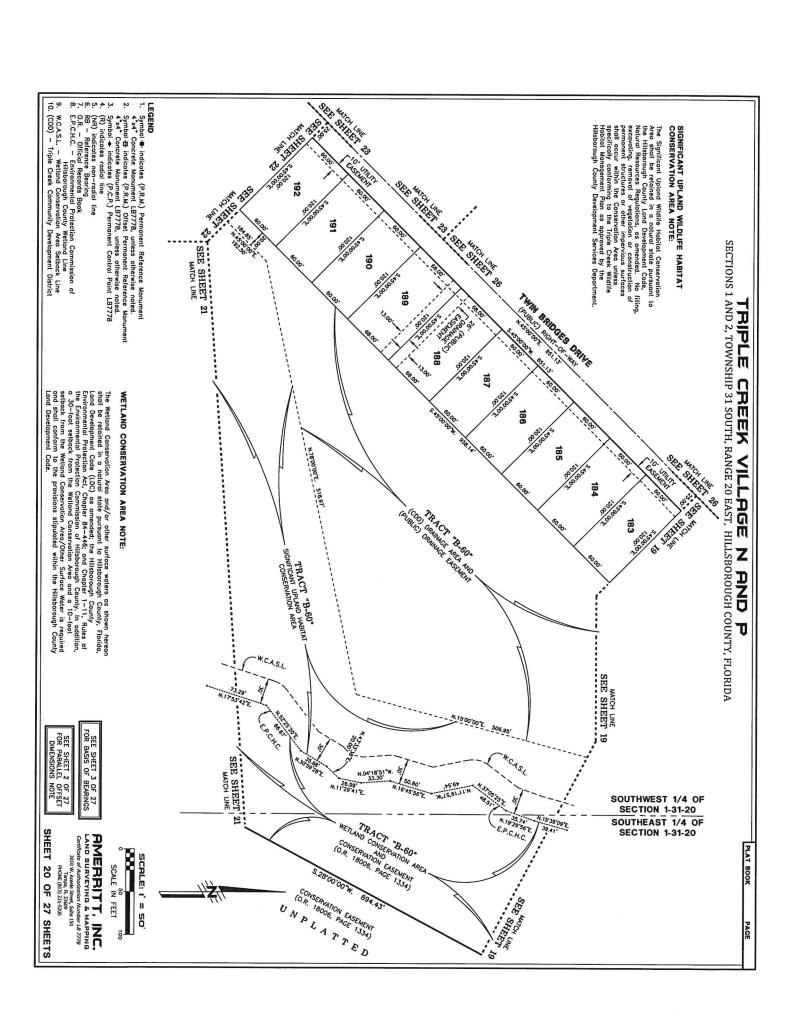
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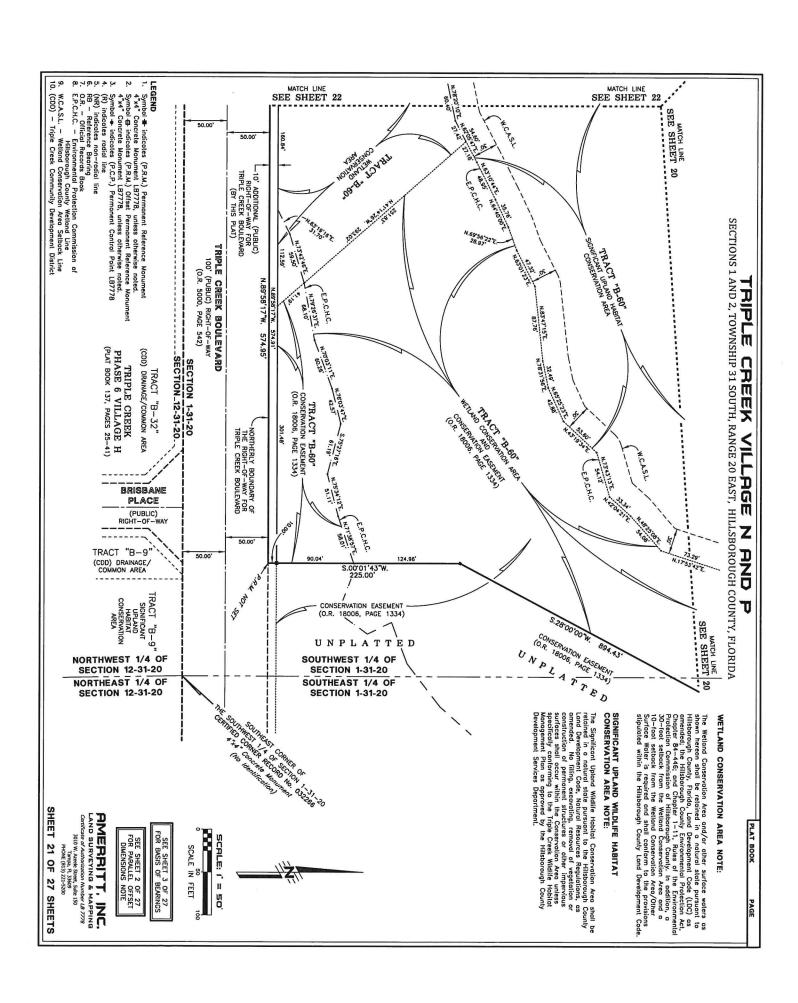
SEE SHEET 3 OF 27 FOR BASIS OF BEARINGS SEE SHEET 2 OF 27 FOR PARALLEL OFFSET DIMENSIONS NOTE

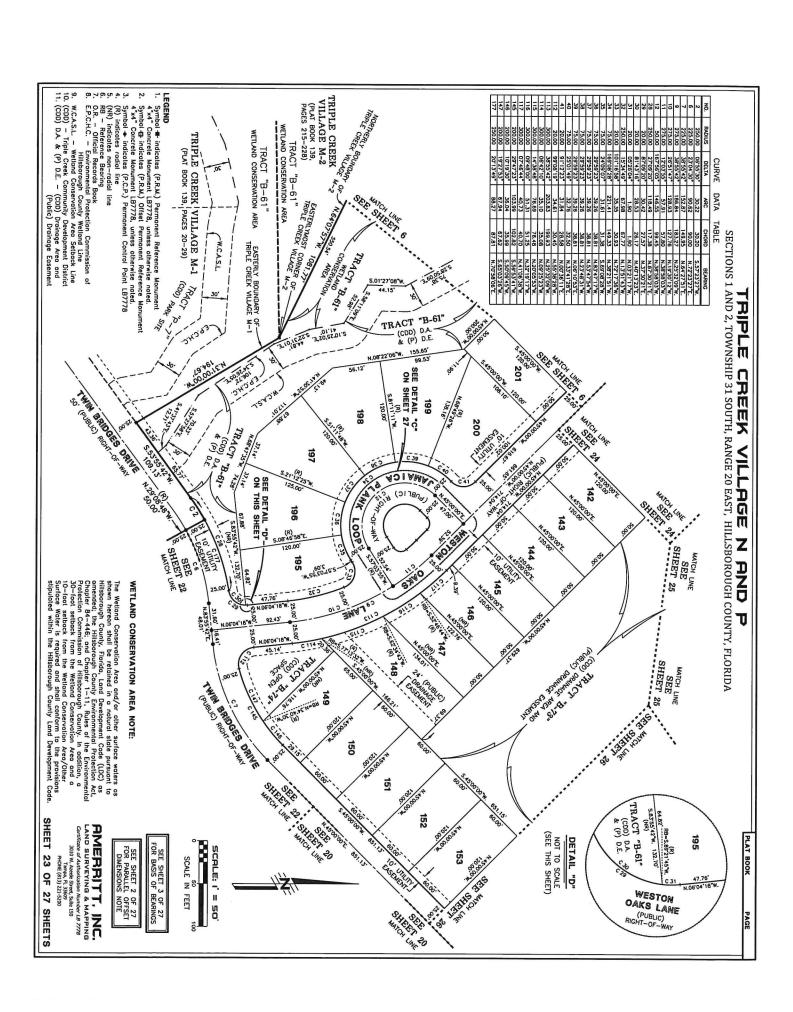
LAND SURVEYING & MAPPING Certificate of Authorization Number 18 7778
3010 W. Assets Street, Suite 159
From Ed. 131603 PROVING 1803 2013-2005.

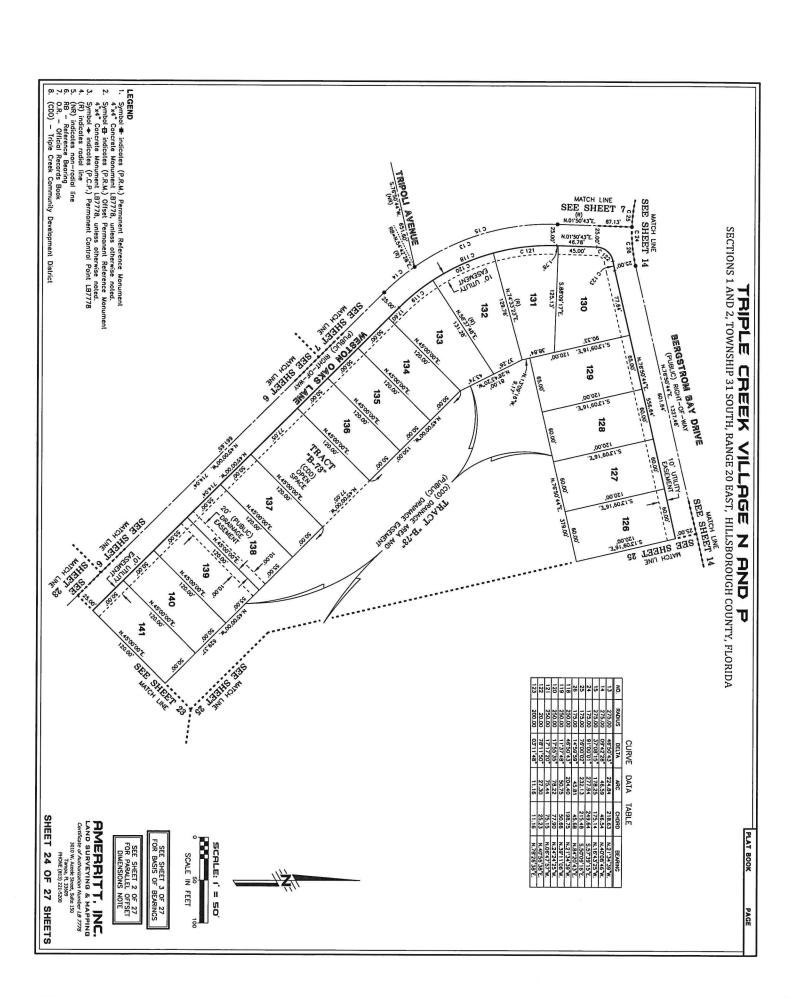
SHEET 18 OF 27 SHEETS

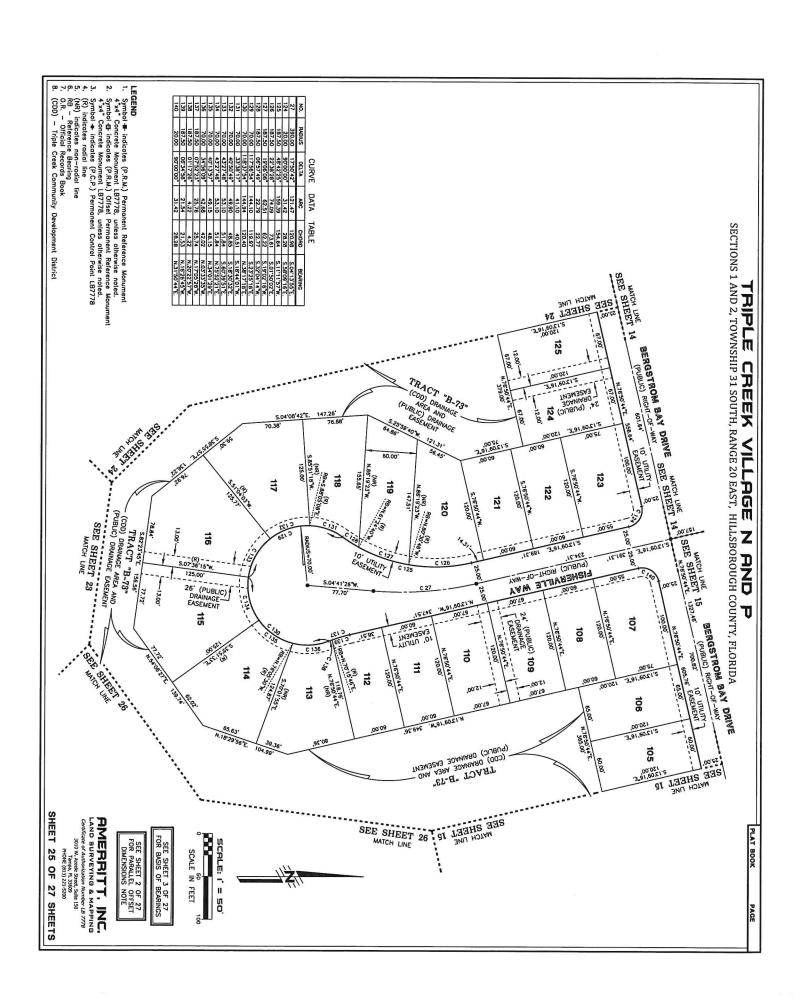


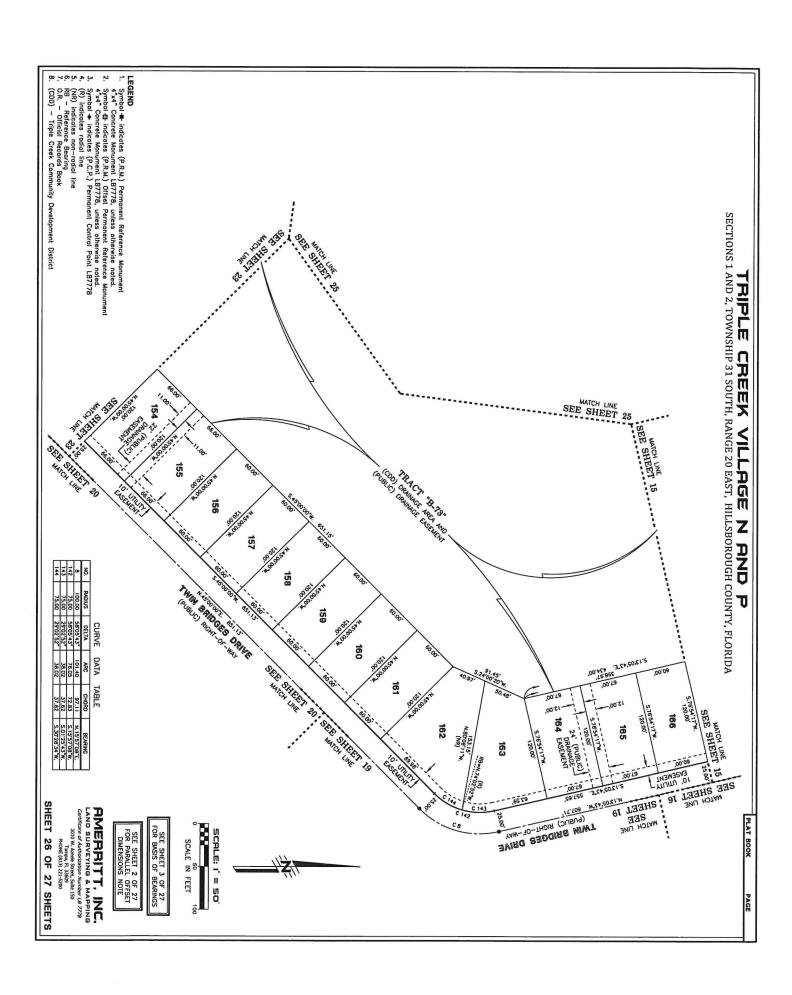


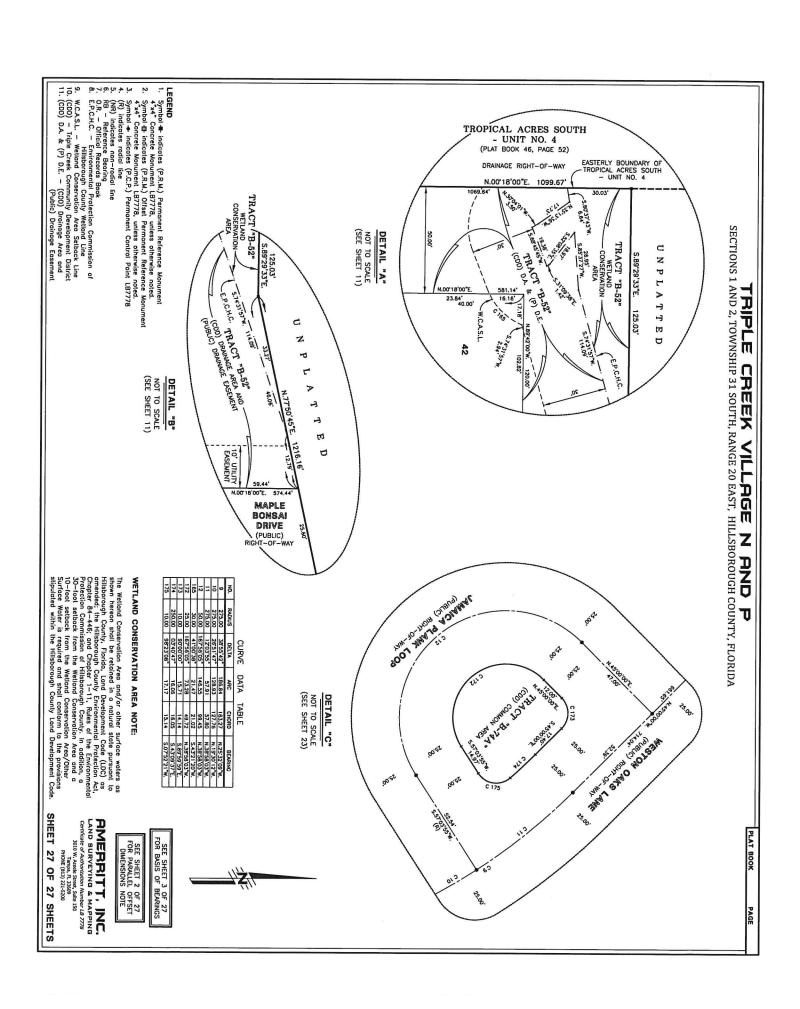














Certificate of School Concurrency

Project Name	Triple Creek Village Phase 5 (Village M, N, & P)		
Jurisdiction	Hillsborough County		
Jurisdiction Project ID Number	4512		
Parcel ID Number(s)	077693.0000		
Project Location	12615 Big Bend Road		
Dwelling Units & Type	530 Single-Family Detached		
Applicant	Triple Creek CDD		
HCPS Project Number	SC-599		
Review Date	Wednesday, July 22, 2020		

School Concurrency Analysis					
School Type	Elementary	Middle	High	Total Capacity Reserved	
Students Generated	100	63	71	234	

This School Concurrency Certificate shall temporarily reserve school capacity for the above referenced project while the project proceeds through the development review process at the local government. This temporary reservation will remain in place during this review process subject to the project proceeding in accordance with all established deadlines and requirements of the local government. Should the project fail to meet the deadlines and requirements of the local government, this reservation will expire unless otherwise extended by the local government.

This Certificate confirms that adequate school capacity is or will be available to serve the project in the affected Concurrency Service Area or in the adjacent Concurrency Service Area in accordance with the adopted Interlocal Agreement for School Facilities Planning, Siting and Concurrency, and the Public School Facilities and related Elements of the Comprehensive Plan.

Charles Andrews, AICP, CNU-A

Manager, Planning & Siting

Growth Management Department

Operations Division

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Charles andrews

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July 22, 2020 Date