**SUBJECT:** 

Touchstone Phase 6

**DEPARTMENT:** 

Development Review Division of Development Services Department

**SECTION:** 

Project Review & Processing

BOARD DATE: CONTACT:

December 14, 2021 Lee Ann Kennedy

#### RECOMMENDATION:

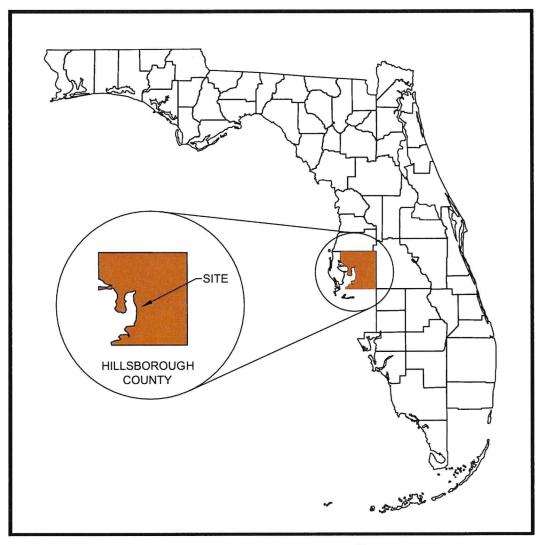
Accept the plat for recording for Touchstone Phase 6, located in Section 35, Township 29, and Range 19, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (roads, drainage, wastewater, off-site wastewater, reclaimed water and off-site reclaimed water) 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 \$1,014,156.58, a Warranty Bond in the amount of \$275,062.39, 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 \$4,437.50 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

#### **BACKGROUND:**

On October 5, 2021, Permission to Construct Prior to Platting was issued for Touchstone Phase 6. 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 Landmark Engineering & Surveying Corporation.

8515 Palm River Road, Tampa, FL 33619-4315 | 813-621-7841 | Fax 813-621-6761 | mail@lesc.com | www.lesc.com

#### **Touchstone Phase 6**





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

This Agreement is made and entered into this, day of, 2021, by and between Lennar Homes, LLC hereinafter referred to as "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as "County"
<u>Witnesseth</u>
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
<b>WHEREAS</b> , 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 <b>TOUCHSTONE PHASE 6</b> ; 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 the improvements within the platted area and the off-site improvements required as a condition of the approval of the subdivision will be installed; and
WHEREAS, the off-site and on-site improvements required by the LDC in connection with the subdivision known as <b>TOUCHSTONE PHASE 6</b> 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 and as required for approval of the subdivision, 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 off-site and on-site improvements as required in connection with the <u>TOUCHSTONE PHASE 6</u> Subdivision; and
WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the following on-site and off-site improvements for maintenance as listed below and identified as applicable to this project (hereafter, the "Improvements"):
X       Roads/Streets      Water Mains/Services       X       Stormwater Drainage Systems         X       Sanitary Gravity Sewer SystemX Sanitary Sewer Distribution System      Bridges         X       Reclaimed Water Mains/Services       X       Sidewalks       X       Other:         Off-site sanitary sewer system, and off-site reclaimed water services       and
WHEREAS, the County requires 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

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

performance of said warranty and obligation to repair.

Improvements, the Subdivider and County agree as follows:

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

- 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 the on-site and off-site improvements required within and in connection with TOUCHSTONE PHASE 6 Subdivision, within twelve (12) 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, 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 the Improvements constructed in connection with TOUCHSTONE PHASE 6 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, datedwith by order of,					
	b.	A Performance Bond, dated $\underline{October\ 25,\ 2021}$ with $\underline{Lennar\ Homes\ LLC}$ as Principal, and $\underline{Hartford}$ $\underline{Fire\ Insurance\ Company}$ as Surety, and					

Cashier/Certified Checks, number c. , dated and , dated which shall be deposited by the County into a non-interest bearing escrow account upon receipt. interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

A Warranty Bond, dated October 25, 2021 with Lennar Homes LLC as Principal, and Hartford

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.

Fire Insurance Company as Surety, and

- 5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - The plans, drawings, and specifications submitted to and approved by the County's Development a. 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.
- Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension 6. of time period established for construction of those on-site and off-site 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 **TOUCHSTONE PHASE 6** 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 Improvements 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 twelve (12) 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 its request for acceptance with a new or amended warranty instrument, in a form prescribed by the LDC, guaranteeing the obligations set forth in paragraph 3 for a period of two years from the date of final inspection approval. Provided that said warranty instrument is approved as to form and legal sufficiency by the County Attorney's Office, the County's Development Review Division of 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 agree writing signed by the parties.	ement of these parties. It shall not be modified or altered except in
IN WITNESS WHEREOF, the parties hereto have execu	uted these presents, thisday of November, 2021.
ATTEST:	SUBDIVIDER:
<u> </u>	By:
Witness' Signature	Authorized Corporate Officer or Individual
(Signed before a Notary Public and 2 Witnesses)	
ABI JAMES	Parker Hirons
Printed Name of Witness	Name (typed, printed or stamped)
() Lu riber	Vice President
Witness' Signature	Title
Cheisea Hardy	4600 W. Cypress Street, Suite 300, Tampa FL 33607
Printed Name of Witness	Address of Signer
NOTARY PUBLIC	813-574-5658 Phone Number of Signer
CORPORATE SEAL (When Appropriate)	
ATTEST: HILLSBOROUGH COUNTY CLERK OF THE CIRCUIT COURT	BOARD OF COUNTY COMMISSIONERS
By:	Ву:
Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### ${\bf CORPORATE\ ACKNOWLEDGMENT:}$

STATE OF FLORIDA			
COUNTY OF HUSBOROUGH			
The foregoing instrument was acknowledged before me by means	of[V]	hysical prese	ence or [ ] online
notarization thisday of November, 2021, by Parker Hir	ons, Vi	ce President o	of Lennar Homes,
LLC, a limited liability corporation under the laws of the state of Flo	orida on	behalf of the	corporation. He is
personally known to me or has produced		as	identification and
did take an oath.			
NOTARY PUBLIC:			
Sign: Obi James	(Seal)		
Sign: <u>Abi</u> James  Print: <u>Ars</u> , James			
Title or Rank: N/A	_	AY PUBLISHED	Abi James Comm.:HH 176977
Serial Number, if any:	-	No.	Expires: Sept. 20, 2025 otary Public - State of Florida
My Commission Expires: 09/20/2025	<u> </u>		

#### 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 Hartford Fire

Insurance Company, One Hartford Plaza, Hartford, CT 06155 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF

HILLSBOROUGH COUNTY, FLORIDA, in the sum of One Million Fourteen

Thousand One Hundred Fifty Six and 58/100 (\$1,014,156.58) 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 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 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 as **TOUCHSTONE PHASE 6** subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, culverts, gutters, 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 Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) 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 JANUARY 14, 2023.

#### SIGNED, SEALED AND DATED this 25th day of October, 2021.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

Principal

ATTEST:

Mechelle Larkin, Witness

Hartford Fire Insurance Company

Surety

By:

My Hua, Attorney-in-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal

Sufficiency.

## POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12 One Hartford Plaza

Hartford, Connecticut 06155 Bond.Claims@thehartford.com call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH RISK & INSURANCE SERVICES

Agency Code: 72-180287

X	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
X	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

Hartford

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

Kathleen T. Maynard Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

















Kevin Heckman, Assistant Vice President

#### **TOUCHSTONE PHASE 6** PERFORMANCE ESTIMATE

#### **SUMMARY**

SCHEDULE A - STREET IMPROVEMENTS

\$811,325.26

TOTAL

\$811,325.26

125% PERFORAMNCE BONDING

\$1,014,156.58

## TOUCHSTONE PHASE 6 PERFORMANCE ESTIMATE

#### **SCHEDULE A - STREET IMPROVEMENTS**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECT TO BRIDGE ABUTMENT	\$7,089.99	\$7,089.99
2	1	LS	45' BRIDGE - ALLOWANCE ONLY	\$755,928.82	\$755,928.82
3	4,605	SY	1 3/4" ASPHALT, TYPE SP - 12.5	\$10.49	\$48,306.45

TOTAL STREET IMPROVEMENTS

\$811,325.26

#### **WARRANTY BOND**

#### Bond No. 72BSBIR9348

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC., 4600 W Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Hartford Fire

Insurance Company, One Hartford Plaza, Hartford, CT 06155, 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 Five

Thousand Sixty Two and 39/100 (\$275,062.39) 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, 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, wastewater, off-site wastewater, reclaimed water, and off-site reclaimed water)

for maintenance constructed in conjunction with the platted subdivision known as

TOUCHSTONE PHASE 6; and

WHEREAS, the aforementioned subdivision regulations require as a condition of acceptance of the improvement facilities (roads, drainage, wastewater, off-site wastewater, reclaimed water, and off-site reclaimed water) 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 Construction and Warranty of 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, wastewater and reclaimed water drainage improvement facilities for maintenance by the Board of County Commissioners of Hillsborough County, in conjunction with the platted subdivision known as **TOUCHSTONE PHASE 6** 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 JANUARY 14, 2025.

#### SIGNED, SEALED AND DATED this 25th day of October, 2021.

ATTEST:

Lennar Homes, LLC, a Florida limited liability company

Principal

ATTEST:

Mechelle Larkin, Witness

Hartford Fire Insurance Company

Surety

My Hua, Attorney-in-Fact

(SEAL)

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

## POWER OF ATTORNEY

Direct Inquiries/Claims to: THE HARTFORD BOND, T-12

One Hartford Plaza Hartford, Connecticut 06155 Bond Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: MARSH RISK & INSURANCE SERVICES

KNOW ALL PERSONS BY THESE PRESENTS THAT:

X

Х

Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

SS. Hartford

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

CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HÉREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

OCT 25 2021

















Kevin Heckman, Assistant Vice President

## TOUCHSTONE PHASE 6 WARRANTY ESTIMATE

#### SUMMARY

SCHEDULE A - STREET IMPROVEMENTS	\$1,040,691.76
SCHEDULE B - STORM DRAINAGE SYSTEM	\$244,400.47
SCHEDULE C - RECLAIMED WATER SYSTEM	\$52,155.35
SCHEDULE D - OFF-SITE RECLAIMED WATER SYSTEM	\$442,357.36
SCHEDULE E - SANITARY SEWER SYSTEM	\$793,771.62
SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM	\$177,247.38
TOTAL (SCHEDULES A - F)	\$2,750,623.94
10% WARRANTY BONDING	\$275,062.39

#### **TOUCHSTONE PHASE 6 WARRANTY ESTIMATE**

#### SCHEDULE A - STREET IMPROVEMENTS

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	CONNECT TO BRIDGE ABUTMENT	\$7,089.99	\$7,089.99
2	1	LS	45' BRIDGE - ALLOWANCE ONLY	\$755,928.82	\$755,928.82
3	4,605	SY	1 3/4" ASPHALT, TYPE SP 12.5	\$10.49	\$48,306.45
4	4,605	SY	7" SOIL CEMENT	\$17.19	\$79,159.95
5	4,605	SY	12" COMPACTED SUBGRADE (LBR 20) (98%)	\$1.00	\$4,605.00
6	3,258	LF	2' VALLEY GUTTER (MIAMI)	\$12.11	\$39,454.38
7	495	LF	TYPE F CURB AND GUTTER	\$15.88	\$7,860.60
8	33	LF	DROP CURB	\$30.16	\$995.28
9	36	LF	CURB TRANSITION	\$30.16	\$1,085.76
10	3,822	LF	6" STABILIZED SUBGRADE UNDER CURB (FBV 75)	\$1.85	\$7,070.70
11	13,885	SF	6" SIDEWALK (REINFORCED)	\$5.73	\$79,561.05
12	6	EA	ADA RAMPS	\$1,247.63	\$7,485.78
13	1	LS	SIGNAGE AND PAVEMENT MARKING	\$2,088.00	\$2,088.00

TOTAL STREET IMPROVEMENTS \$1,040,691.76

#### **TOUCHSTONE PHASE 6 WARRANTY ESTIMATE**

#### SCHEDULE B - STORM DRAINAGE SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	256	LF	18" CLASS III RCP	\$48.99	\$12,541.44
2	273	LF	24" CLASS III RCP	\$67.03	\$18,299.19
3	546	LF	30" CLASS III RCP	\$92.73	\$50,630.58
4	340	LF	36" CLASS III RCP	\$122.16	\$41,534.40
5	4	EA	RCP FES - 18"	\$2,455.37	\$9,821.48
6	1	EA	RCP FES - 30"	\$3,555.31	\$3,555.31
7	1	EA	RCP FES - 36"	\$4,200.65	\$4,200.65
8	44	SY	RIP-RAP	\$102.86	\$4,525.84
11	3154	LF	6" UNDERDRAIN (ROADSIDE - FDOT SAND) 18" X 21"	\$14.11	\$44,502.94
12	20	EA	6" UNDERDRAIN CLEANOUT ASSEMBLY	\$225.57	\$4,511.40
13	9	EA	TYPE 1 CURB INLET	\$4,569.68	\$41,127.12
14	2	EA	TYPC C CONTROL STRUCTURE WITH F/G SKIMMER	\$4,575.06	\$9,150.12

TOTAL STORM DRAINAGE SYSTEM \$244,400.47

## TOUCHSTONE PHASE 6 WARRANTY ESTIMATE

#### SCHEDULE C - RECLAIMED WATER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1349	LF	4" C900 DR 18 PVC	\$13.31	\$17,955.19
2	1349	LF	LOCATOR TAPE	\$0.15	\$202.35
3	2698	LF	LOCATOR WIRE	\$0.45	\$1,214.10
4	1	LS	JOINT RESTRAINTS	\$704.46	\$704.46
5	1	EA	4" GATE VALVE AND BOX	\$984.91	\$984.91
6	1	EA	4" 90 DEGREE MJ BEND	\$260.77	\$260.77
7	2	EA	4" 45 DEGREE MJ BEND	\$246.48	\$492.96
8	14	EA	SINGLE SERVICE - SHORT	\$366.31	\$5,128.34
9	39	EA	SINGLE SERVICE - LONG	\$500.68	\$19,526.52
10	9	EA	DOUBLE SERVICE - SHORT	\$631.75	\$5,685.75

TOTAL RECLAIM WATER DISTRIBUTION SYSTEM

\$52,155.35

#### **TOUCHSTONE PHASE 6** WARRANTY ESTIMATE

#### SCHEDULE D - RECLAIMED WATER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	1	EA	24" X 4" TAPPING SLEEVE AND VALVE	\$5,794.35	\$5,794.35
2	1	EA	4" WET TAP	\$1,377.18	\$1,377.18
3	536	L	14" STEEL CASING (20 EA)	\$125.17	\$67,091.12
4	82	EA	14" X 4" CASING SPACERS	\$122.16	\$10,017.12
5	40	EA	14" X 4" END SEALS	\$113.27	\$4,530.80
6	117	LF	14" JACK AND BORE (3 EA)	\$1,126.42	\$131,791.14
7	2388	LF	4" CL51 DIP	\$55.61	\$132,796.68
8	2388	Ŀ	3" - 8" POLYWRAP - BLUE	\$1.30	\$3,104.40
9	2388	LF	LOCATOR TAPE	\$0.15	\$358.20
10	4776	LF	LOCATOR WIRE	\$0.45	\$2,149.20
11	1	LF	JOINT RESTRAINTS	\$4,931.22	\$4,931.22
12	8	LS	4" GATE VALVE AND BOX	\$971.91	\$7,775.28
13	2	EA	4" MJ TEE	\$330.13	\$660.26
14	2	EA	4" 90 DEGREE MJ BEND	\$247.09	\$494.18
15	14	EA	4" 45 DEGREE MJ BEND	\$233.49	\$3,268.86
16	2	EA	4" 22 1/2 DEGREE MJ BEND	\$232.27	\$464.54
17	71	EA	DRIVEWAYS: REMOVE ASPHALT AND BASE AND DISPOSE OFFSITE	\$47.95	\$3,404.45
18	71	SY	DRIVEWAYS: 1" ASPHALT, TYPE SP 9.5	\$53.64	\$3,808.44
19	71	SY	DRIVEWAYS: 2" ASPHALT, TYPE SP 9.5	\$89.40	\$6,347.40
20	71	SY	DRIVEWAYS: 8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$8,382.26
21	71	SY	DRIVEWAYS: 12" STABILIZED SUBRADE (LBR 40)	\$58.63	\$4,162.73
22	33	SY	78TH ST: REMOVE ASPHALT AND BASE AND DISPOSE OFFSITE	\$27.45	\$905.85
23	33	SY	78TH ST: 1" ASPHALT, TYPE SP 9.5	\$41.72	\$1,376.76
24	33	SY	78TH ST: 2" ASPHALT, TYPE SP 9.5	\$77.48	\$2,556.84
25	33	SY	78TH ST: 8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$3,895.98
26	33	SY	78TH ST: 12" STABILIZED SUBGRADE (LBR 40)	\$46.50	\$1,534.50
27	67	SY	78TH ST: 1" ASPHALT MILLING	\$74.50	\$4,991.50
28	67	SY	78TH ST: 1" ASPHALT, TYPE SP 9.5 OVERLAY	\$49.69	\$3,329.23
29	815	SF	REMOVE CONCRETE DRIVEWAYS AND DISPOSE OFFSITE	\$11.73	\$9,559.95
30	815	SF	6" CONCRETE DRIVES	\$10.02	\$8,166.30
31	62	SY	REMOVE GRAVEL DRIVEWAYS AND DISPOSE OFFSITE	\$33.11	\$2,052.82
32	62	SY	6" GRAVEL DRIVES	\$20.61	\$1,277.82

TOTAL RECLAIM WATER DISTRIBUTION SYSTEM \$442,357.36

## TOUCHSTONE PHASE 6 WARRANTY ESTIMATE

#### SCHEDULE E - SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	240	LF	8" SDR 26 PVC (0-6 FT)	\$27.25	\$6,540.00
2	446	LF	8" SDR 26 PVC (6-8 FT)	\$28.86	\$12,871.56
3	367	LF	8" SDR 26 PVC (8-10 FT)	\$30.98	\$11,369.66
4	429	LF	8" SDR 26 PVC (10-12 FT)	\$32.35	\$13,878.15
5	73	LF	8" SDR 26 PVC (12-14 FT)	\$35.97	\$2,625.81
6	1555	LF	LOCATOR TAPE	\$0.29	\$450.95
7	1555	LF	SANITARY SEWER INSPECTION	\$2.73	\$4,245.15
8	1	EA	4' SANITARY MANHOLE (0-6 FT)	\$3,009.07	\$3,009.07
9	2	EA	4' SANITARY MANHOLE (6-8 FT)	\$3,384.00	\$6,768.00
10	1	EA	4' SANITARY MANHOLE (8-10 FT)	\$3,804.77	\$3,804.77
11	2	EA	4' SANITARY MANHOLE (10-12 FT)	\$4,275.03	\$8,550.06
12	1	EA	4' SANITARY MANHOLE (12-14 FT)	\$4,634.67	\$4,634.67
13	27	EA	SINGLE SERVICE	\$1,017.42	\$27,470.34
14	22	EA	DOUBLE SERVICE	\$1,349.11	\$29,680.42
15	71	EA	PLUG AND SERVICE MARKER	\$24.25	\$1,721.75
16	1	LS	LIFT STATION (19.95 FT)	\$652,765.08	\$652,765.08
17	80	LF	4" C900 DR 18 PVC	\$13.31	\$1,064.80
18	80	LF	LOCATOR TAPE	\$0.15	\$12.00
19	160	LF	LOCATOR WIRE	\$0.45	\$72.00
20	1	LS	JOINT RESTRAINTS	\$334.28	\$334.28
21	1	EA	4" PLUG VALVE AND BOX	\$929.74	\$929.74
22	2	EA	4" 90 DEGREE MJ BEND	\$486.68	\$973.36

TOTAL SANITARY SEWER SYSTEM \$793,771.62

## TOUCHSTONE PHASE 6 WARRANTY ESTIMATE

SCHEDULE F - OFF-SITE SANITARY SEWER SYSTEM

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	150	LF	12" STEEL CASING (6 EA)	\$56.76	\$8,514.00
2	22	EA	12" X 4" CASING SPACERS	\$115.05	\$2,531.10
3	12	EA	12" X 4" END SEALS	\$107.12	\$1,285.44
4	53	LF	12" JACK AND BORE (2 EA)	\$1,945.25	\$103,098.25
5	2581	LF	4" C900 DR 18 PVC	\$13.31	\$34,353.11
6	2581	LF	LOCATOR TAPE	\$0.15	\$387.15
7	5162	LF	LOCATOR WIRE	\$0.45	\$2,322.90
8	1	LS	JOINT RESTRAINTS	\$1,504.26	\$1,504.26
9	5	EΑ	4" PLUG VALVE AND BOX	\$929.74	\$4,648.70
10	1	EA	4" MJ TEE	\$590.49	\$590.49
11	4	EA	4" 90 DEGREE MJ BEND	\$486.68	\$1,946.72
12	2	EA	4" 45 DEGREE MJ BEND	\$463.21	\$926.42
13	30	SY	REMOVE ASPHALT AND BASE AND DISPOSE OFF-SITE	\$109.69	\$3,290.70
14	30	SY	1" ASPHALT, TYPE SP 9.5	\$53.64	\$1,609.20
15	30	SY	2" ASPHALT, TYPE SP 9.5	\$89.40	\$2,682.00
16	30	SY	8" CRUSHED CONCRETE (LBR 150)	\$118.06	\$3,541.80
17	30	SY	12" STABILIZED SUBGRADE (LBR 40)	\$58.63	\$1,758.90
18	42	SY	REMOVE GRAVEL DRIVEWAYS AND DISPOST OFF-SITE	\$33.11	\$1,390.62
19	42	SY	6" GRAVEL DRIVES	\$20.61	\$865.62

TOTAL SANITARY SEWER SYSTEM \$177,247.38

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

This Agreement made and entered into this	day of	, 2021, by and
between Lennar Homes, LLC, hereinafter referred to as "Sub	divider," and Hillsl	orough County, a
political subdivision of the State of Florida, hereinafter referr	red 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 **Touchstone Phase 6**; 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 **Touchstone Phase 6** are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

- 1. The terms, conditions and regulations contained in the LDC are hereby incorporated by reference and made a part of this Agreement.
- 2. The Subdivider agrees to well and truly build, construct and install in the platted area known as <u>Touchstone Phase 6</u> within twelve (12) 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.	hereb	ubdivider agrees to, and in accordance with the requirements of the LDC does y deliver to the County an instrument ensuring the performance of the obligations bed in paragraph 2, above, specifically identified as:
	a.	Letter of Credit, number XX, dated with, by order of Surety Company
	b.	A Performance Bond, dated October <b>?</b> (2021, with Lennar Homes, LLC, as Principal, and Liberty Mutual Insurance Company as Surety Company, or
	c.	Escrow Agreement, dated, between and the County, or
	d.	Cashier/Certified Check, number, dated, which shall be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Subdivider on funds received by the County pursuant to this Agreement.

Copies of said 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 <u>Touchstone Phase 6</u> 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.

IN WITNESS WHEREOF, the parties here day of, 2	eto have executed these presents, this
ATTEST:  Obi James Witness Signature  ABI James Printed Name of Witness  Orgala Hester Witness Signature  Angela Hester Printed Name of Witness	SUBDIVIDER:  By:  Authorized Corporate Officer or Individual (Sign before a Notary Public)  Parker Hirons Printed Name of Signer  Use President Title of Signer
CORPORATE SEAL (When Appropriate)	4600 W. CYPRESS St., STE 300, TAMPA, FL 33607 Address of Signer  813 - 574 - 5658  Phone Number of Signer
ATTEST: . CLERK OF CIRCUIT COURT  By:  Deputy Clerk	BOARD OF COUNTY COMMISSIONERS HILLSBOROUGH COUNTY, FLORIDA  By: Chair:
	APPROVED BY THE COUNTY ATTORNEY  BY  Approved As To Form And Legal Sufficiency.

This document contains the entire agreement of the parties. It shall not be modified or

altered except in writing signed by the parties.

8.

#### STATE OF FORIOR COUNTY OF HUSBOROUGH The foregoing instrument was acknowledged before me means of [ physical presence or [ ] online notarization this \_\_\_\_\_ day of October, 2021, by Parker Hirons, Vice President of Lennar Homes, LLC, a limited liability corporation under the laws of the state of Florida on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath. NOTARY PUBLIC: Sign: Moi James (Seal) Print: ABI James Abi James Title or Rank: Comm.:HH 176977 Expires: Sept. 20, 2025 Notary Public - State of Florida My Commission Expires: 09 20 2025

CORPORATE ACKNOWLEDGMENT:

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Lennar Homes, LLC., 4600 W
Cypress Street, Suite 200, Tampa, FL 33607 called the Principal, and Hartford Fire Insurance
Company, One Hartford Plaza, Hartford, CT 06155 called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY,
FLORIDA, in the sum of Four Thousand Four Hundred Thirty Seven and 50/100 (\$4,437.50)
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 **TOUCHSTONE PHASE 6** 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 **TOUCHSTONE PHASE 6** 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 Hillsborough County Development Review Division of Development Services Department by the Principal, and shall complete all of said building, construction, and installation within twelve (12) 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 JANUARY 14, 2023.

#### SIGNED, SEALED AND DATED this 25th day of October, 2021.

ATTEST: Lennar Homes, LLC, a Florida limited liability company Principal Hartford Fire Insurance Company ATTEST: Surety By: My Hua, Attorney-in-Fact Mechelle Larkin, Witness (SEAL)

APPROVED BY, THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

## POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

Agency Name: MARSH RISK & INSURANCE SERVICES

Agency Code: 72-180287

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Х	Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
Х	Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
X	Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Brenda Wong of Los Angeles CA, My Hua, Mechelle Larkin, Kathy R. Mair of IRVINE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by  $\boxtimes$ , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

. Hartford

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

CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

OCT 25 2021

















Kevin Heckman, Assistant Vice President

## TOUCHSTONE PHASE 6 PERFORMANCE ESTIMATE - LOT CORNERS

#### **LOT CORNERS**

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1	71	EA	LOT CORNERS	\$50.00	\$3,550.00

TOTAL LOT CORNERS

\$3,550.00

125% PERFORMANCE BONDING

\$4,437.50

License No. 53967

A REPLAT OF BLOCKS 1 AND 2 AND A PORTION OF AVENUE B WEST AND AVENUE C WEST SPEEDWAY PARK UNIT 1 AS RECORDED IN PLAT BOOK 18 PAGE 15A
AND BLOCK 17 AND A PORTION OF AVENUE B WEST, SPEEDWAY PARK UNIT 2 AS RECORDED IN PLAT BOOK 18 PAGE 15B
SECTION 2, TOWNSHIP 30 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA

PAGE:

PLAT BOOK:

The undersigned, as owner of the lands platted herein does hereby dedicate this plat of Touchstone Phase is for record, Further, the aware does hereby dedicate to public use all streets, roads, rights of way, Tract "LS", and all those assements designated on the plat as "public". The undersigned further makes the following dedications and reservations:

Fee interest in Tracts "A" and "B" is hereby reserved by owner for conveyance to a Homeowners' Association, Community Development District or other custodial and maintenance entity subsequent the recording of this plat for the benefit of the lot owners within the subdivision. Said tracts are not dedicated to the public and will be privately maintained.

Soid Tracts "A" and "B" and all private easements are subject to any and all easements dedicated to public use as shown on this plat. The maintenance of tracts, parcels, and private easements, if any, tesserved by owner will be the responsibility of the owner, its assigns and its successors in itile.

The Private Fence Easements are hereby reserved by owner for conveyance to a Homeowners' Association, Community Development District on other custodial and maintenance entity subsequent to the recording of this plat, for the benefit of the lot owners within the subdivision. Said easements are not dedicated to the public and maintenance of said private easements will be the responsibility of the owner, its successors and assigns in title.

## **DESCRIPTION:**

15–A, of the Public Records of Hillsborough County, Florida, and ALL of Block 17, SPEEDWAY PARK UNIT NO. 2, as recorded in Plat Book 18, Page 15–B, of the Public Records of Hillsborough County, Florida, TOGETHER WITH that portion of unimproved AVENUE C WEST lying between said Blocks 1 and 2 and that portion of unimproved AVENUE B WEST lying between ALL of Blocks 1 and 2, SPEEDWAY PARK UNIT NO. 1, as recorded in Plat Book 18, Page Blocks 2 and 17, vacated per O.R. Book 24800, Page 1045 of the Public Records of Hillsborough County, Florida, ALL being more particularly described as follows:

Easterly boundary line of said Block 17 to the Southeast corner thereof; thence N.89'15'19"W., corner of said Block 1; thence N.00'12'31"W., 256.06 feet along the Westerly boundary line of 1910.96 feet along the Northerly right—of—way line of 49TH AVENUE SOUTH to the Southwest BEGIN at the Northeast corner of said Block 17; thence S.00'11'54"E., 266.80 feet along the said Block 1 to the Northwest corner thereof; thence S.89°34'37"E., 1910.85 feet along the Southerly right—of—way line of 4TH STREET NORTH to the POINT OF BEGINNING.

Containing 11.47 Acres, more or less.

# BOARD OF COUNTY COMMISSIONERS: THIS PLAT HAS BEEN APPROVED FOR RECORDATION.

PARE CHAIRMAN

PLAT APPROVAL; STATE ON COMPUTE WITH THE FLORIDA STATUTES, SECTION 177.081 FOR CHAPTER CONFIDENTIA. THE GENERIC LINE HAS HOT BEEN REPORTED IN HAS HOT BEEN VERBERD BY. AND ADMINISTRATION AND MAPPER, LEDISE # AND ADMINISTRATION AND ADMINISTRAT

Sleven S. Benson, Wanager of AGNIP Asset Wanagement LLC, an Arizona limited liability company. Authorized Agent of AG Essential Housing Multi Slate 4, LLC, a Delaware limited lability company

AG ESSENTAL HOUSING MULTI STATE 4, LLC, a Delaware limited liability company

CLERK OF CIRCUIT COURT COUNTY OF HILLSBOROUGH STATE OF FLORIDA.

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RECORDS OF HILSBOARD COUNT, FLORIZ

BY DEPUTY CLERK TIME CLERK OF CIRCUIT COURT DAY OF CLERK FILE NUMBER THIS.

SURVEYOR'S CERTIFICATE.

I. HE WURSDADED SHARMOR LEBER CERTY THAT THE PLATED SUBMISSON IS A CORRECT REPRESENTATION OF THE LUNG BIRGS SUBMONDED. THAT THIS THAT WAS PRESENTED WAS USEFFECTION AND SUBMOSON, THAT THE ALL COMMERS THAT ALL THE REQUERANTS OF CHAPITE TTY, PART I, ATRIORIA STRUTTS, AND THE MILESPACHOR COMMINION OF THE THAT AND THE MILESPACHOR COMMINION OF THE THAT AND THE STATE OF THE

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COUNTY OF

ACKNOWLEDGEMENT:

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ANDWARK
Engineering & Surveying Corporation

8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax)

LANDIARRE ENCINEERING & SURVETING CORPORATION 8515 PALM RIVER ROAD, TAMPA, FLORIDA 33619 CERTIFICATE OF AUTHORIZATION NO. LB 3913 SCOTT R. FOWLER, LS 5185 FLORIDA REGISTERED SURVEYOR

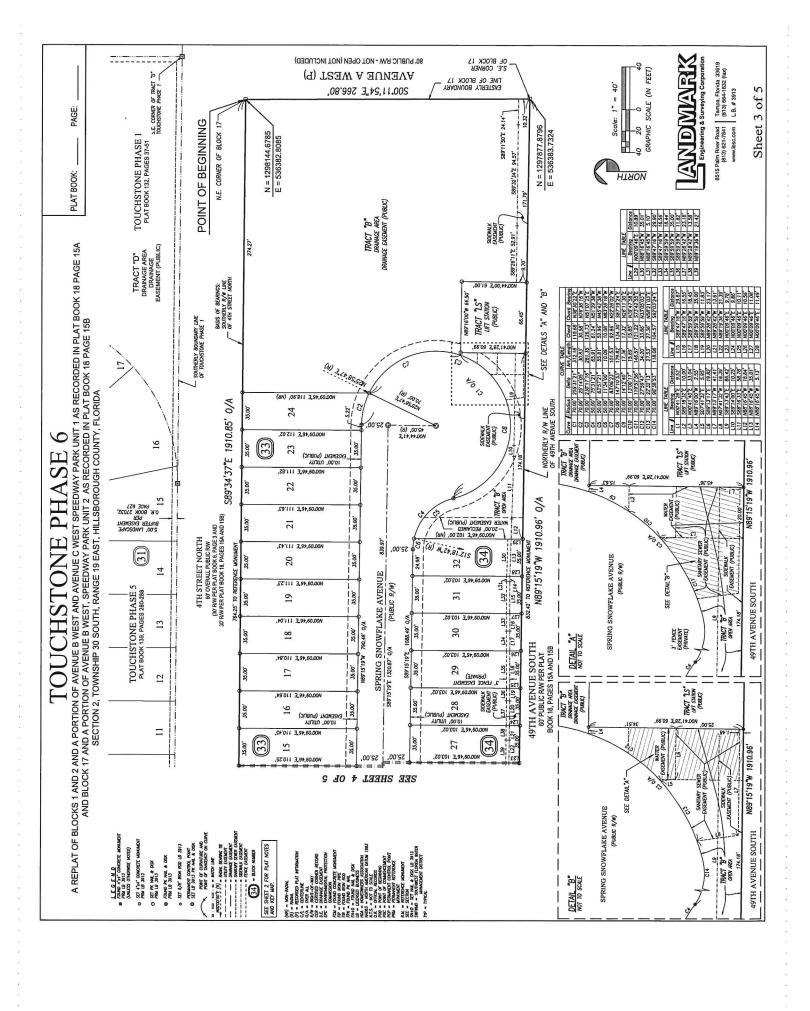
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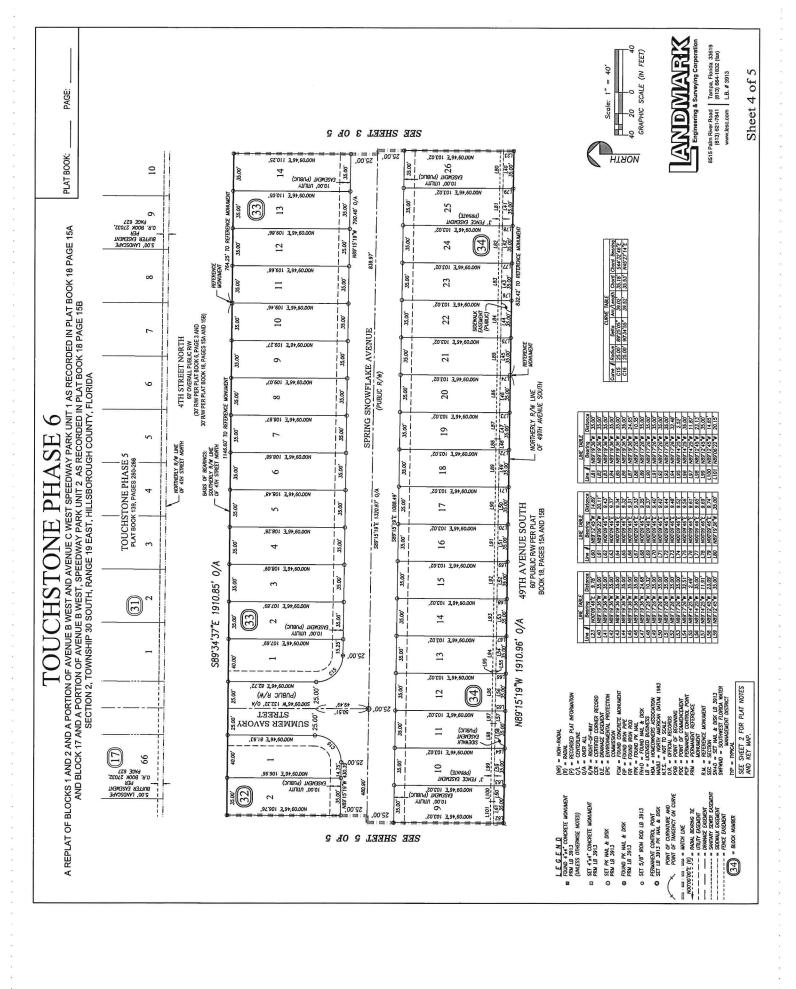
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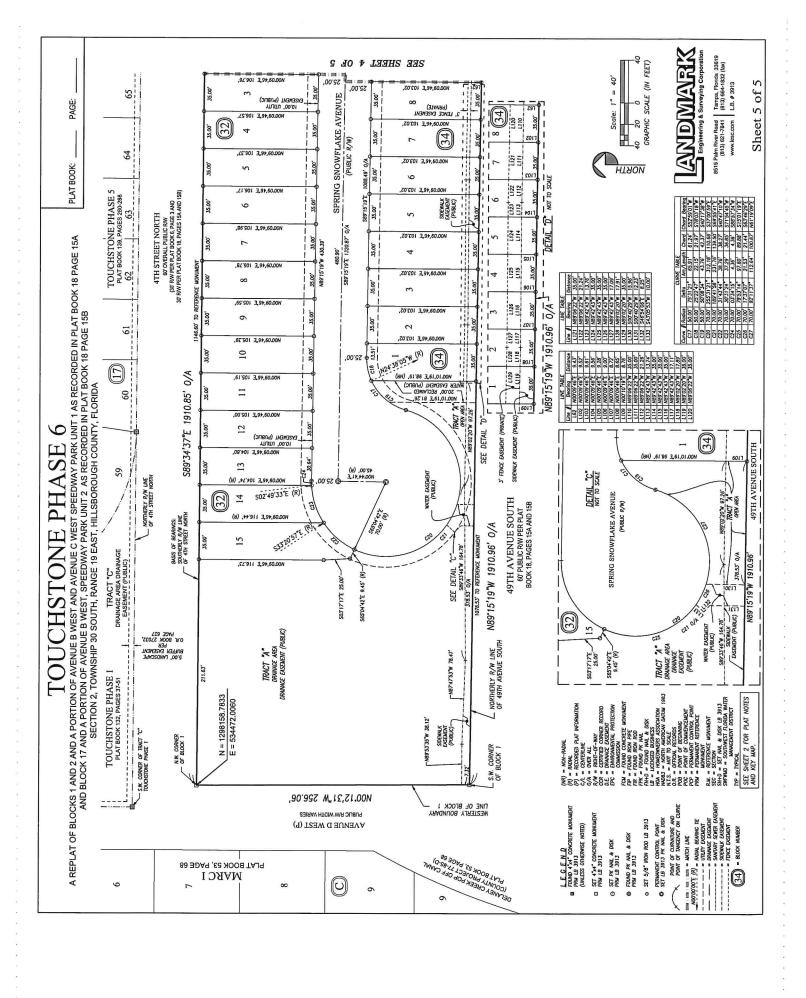
HOTARY PUBLIC

Sheet 1 of 5

#### AVENUE A WEST (P) AVENUE A WEST (P) ANDMARK Engineering & Surveying Corporatio 8515 Palm River Road Tampa, Florida 33619 (813) 621-7841 (813) 664-1832 (fax) Sheet 2 of 5 L.B. # 3913 N = 1297877.8796 E = 536383.7324 Ξ 7 N = 1298144.6785 E = 536382.8085 **PAGE**: "B 9 TRACT 15 6 16 TRACT "LS" SPEEDWAY PARK UNIT No. PLAT BOOK 18, PAGE 15B 11 PLAT BOOK: 24 THE INDICE OF STRUCKSMORT OF THE TRUCKSTURE COMMUNT DEFELOWADT DETRICT RECORDED IN COMMUNITY PRECEDENCY TO THE TRUCKSTURE COMMUNITY DEFELOWED THE TRUCKSTURE COMMUNITY DESIGNATION TO THE TRUCKSTURE OF THE TRUCKSTURE BLOCK 119 (E) ¤ 3 2. 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WENDRANDUM OF OPTION AGREEMENT (TOUCHSTONE, FLORIDA) RECORDED IN OFTICML RECORDS INSTRUMENT NO. 2021048153. A REPLAT OF BLOCKS 1 AND 2 AND A PORTION OF AVENUE B WEST AND AVENUE C WEST SPEEDWAY PARK UNIT 1 AS RECORDED IN PLAT BOOK 18 PAGE 15A AND BLOCK 17 AND A PORTION OF AVENUE B WEST, SPEEDWAY PARK UNIT 2 AS RECORDED IN PLAT BOOK 18 PAGE 15B SECTION 2, TOWNSHIP 30 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA 4 21 20 = B 19 22 8 8 AVENUE B WEST (P) 80' PUBLIC RW- NOT OPEN 8 23 83 17 28 24 16 ALL OF BLOCKS 1 AND 2, SPEEDWAY PARK UNIT NO. 1 FPLAT BOOK 18, PAGE 15-A) ALL OF BLOCKT, SPEEDWAY PARK UNIT NO. 1 FPLAT BOOK 18, PAGE 15-B) TOGETHER WITH THAT PORTION OF UNIMPROVED AVENUE O WEST LYING BETWEEN SAID BLOCKS 1 AND 2 AND THAT PORTION OF UNIMPROVED AVENUE B WEST LYING BETWEEN BLOCKS 2 AND 17, VACATED PER O.R. BOOK 24800, PAGE 1045 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SCALE, T° = 100 22 8 7 RECHODD IN OFFICIAL RECURDS BAUM, so 11s, rome, and 17 TOVASTONE RECORDED IN OFFICIAL RECORDS INST RECURATION TO COMMUNITY DECLARATION TO COMMUNITY DECLARATION TO COMMUNITY DECLAR RECORDS INSTRUMENT NO. 2021446119, AS ALBIDED. SNOWFLAKE AVENUE 52 5 5 THIS SUBDINISION SUBJECT TO THE FOLLOWING: 24 12 = Ξ g = (PUBLIC R/W) 9 15 9 22 Д 21 SPEEDWAY PARK UNIT No. 1 PLAT BOOK 18, PAGE 15A 9 8 11 REPLAT DETAIL 4TH STREET NORTH TH STREET NORTH 19 49TH AVENUE SOUTH 49TH AVENUE SOUTH LOCK 8 8 1 **PHAS** 17 1. ALL PATION DITTO'S ESCRICTIVE WILL PROVIDE THAT SICH ESCRICTIVE WILL ALSO BE COSE TRAINED WITHOUT WARRING WAS AND COSE TRAINED SECRICIARIES MANDELLAND WAS AND COSE TRAINED WA 2 5 9 1. NOTHING AND EASTING COORDINATES (INDICATED IN FEET) AS SHOWN HEREON REFER TO THE STATE BLACK COORDINATE SYSTEM, NOTHIN, ALERCAM HORIZONTAL DATUM OF 1983 (AND 83 – 1990 ALAUSTAND) FOR THE WEST ZONE OF FLORDA, HAVE BEEN ESTAGLECHED TO A MAINIAUM OF THISO OPERS ACCURACY. 4. SUBONSKOW PLATS BY NO MEANS REPRESDIT A DETERMANTON ON WHETHER PROPERTIES WILL ON A MILL NOT FOROUT, AND WITHIN THE BOUNDAIRS OF THIS PLAT MAY OF WHAT NOT BE SUBJECT TO FLOODING, THE DEPLOYMENT RENEW MYSION HIS INFORMATION RECARDING FLOODING AND RESTRICTIONS ON DENELOHEST. 15 4 5. DRAWAG EKSDENTS SWILL INT CONTAIN PERAMENT IMPROFIDENTS, INCLUDING PROFILE OF THE WAS A CONTRIBUTED TO THE SECOND STATES TO THE SECO 2. BASIS OF BEARINGS: THE SOUTHERLY R/W LINE OF 4TH STREET NORTH, BEARS SB\$734'37'E, (GRID). ORIGINATING COORDINATES: HILLSBOROUGH COUNTY SURVEY DEPARTAENT CONTROL. POINTS "BUCKHORN B" AND "SPIVEY" s 2 4 e 15 **6** ~ 7 \* 21 13 田 12 (PUBLIC R/W) = 7 23 SUMMER SAVORY STREET 9 24 -<sup>2</sup> • 80 4 1 AVENUE C WEST (P) of Public RW - NOT OPEN 9 9 12 13 40 7 = 1 4 80 6 15 GRAPHIC SCALE (IN FEET) PAN BENEFICA-WINE SENTING-WINE SENTING SENTING-WINE SENTING SENTING-WINE SENTING-WI 0 R.M. = RETENCE MONUMENT SCHOOL SCTONI & DISK LE 3913 SIFHO = SET AND & DISK LE 3913 SIFHO = SET AND & DISK LE 3913 TIPPCL DESIGNATION MANAGE ESSENERT (PUBLC); OPEN AREX WATER EASEMENT (PUBLC); BORNANGE ESSENERT (PUBLC); RECLAIMED WATER EASEMENT (PUBLC); DOWNAGE EASEMENT (PUBLC); GORN AREX, WATER EASEMENT (PUBLC); SOMINAY SENENT (PUBLC); ECLAIMED WATER EASEMENT (PUBLC); LIFT STATION (PUBLC) 7 100 6 SPEEDWAY PARK UNIT No. 1 PLAT BOOK 18, PAGE 15A 16 9 3 DED PLAT INFORMATION = 11 12 (5) LOCK 2 TRACT DESIGNATION TABLE 13 9 19 100 <u>(3</u>≥ (NR) = 1 5 9 20 NORTH N = 1298158.7833 E = 534472.0060 21 LEGEND FRUID 4"x4" CONCRETE MONUMENT PRIM LB 3913 (UNLESS OTHERWISE NOTED) POINT OF CURVATURE AND POINT OF TANGENCY ON CURVE SET 4"x4" CONCRETE MONUMENT PRM LB 3913 TRACT "A" = SHEET NUMBER SET LB 3913 PK NAIL & DISK O SET 5/8" IRON ROD LB 3913 22 9 34) - BLOCK NUMBER FOUND PK NALL & DISK PRIA LB 3913 HIT - WATCH LINE SET PK NAL & DISK PRM LB 3913 7 23 24 3 TRACT AVENUE D WEST (P) AVENUE D WEST (P) 0 0 0 .







#### HILLSBOROUGH COUNTY DEVELOPMENT SERVICES SITE AND SUBDIVISION REVIEW SHEET

#### PRELIMINARY PLAT

PROJECT NAMETouchstone Ph 6 FOLIO # 48822.0000 Project ID# 3571						
SUBMITTED <u>02/08/2021</u> DISTRIBUTED	02/10/2021 DUE <u>03/03/2021</u>					
EOR NAME & PHONE Todd Amaden 813-6	21-7841					
EOR EMAIL ADDRESS:comments@lesc.com						
OWNER NAME & PHONE Parker Hirons 813-574-5653						
OWNER EMAIL ADDRESS:Paulo.beckert@lennar.com						
DRC DATE <u>03/11/2021</u> SECTION/TOWNSHIP/RANGE <u>35/29/19</u>						
X APPROVED	GRAND OAKS					
APPROVED WITH CONDITIONS	ON SITE PIPING					

△	APPROVED	GRAND OAKS
	APPROVED WITH CONDITIONS	ON SITE PIPING
	RESUBMITTAL REQUIRED	OVERLAY DISTRICT / ARCHITECTURAL REVIEW
	INSUFFICIENT FOR REVIEW*	PROPORTIONATE FAIR SHARE
		Di minimis Subdivision
	NO REVIEW REQUIRED	LIGHTING PLANS

#### CONDITIONS/COMMENTS

Dwelling Unit Type:

Single-Family Detached

No. of Dwelling Units: 71

This application is subject to HCPS project number 418, which was initially reviewed and received a School Concurrency Certificate on March 24, 2017. Due to a scrivener's error, the certificate was reissued as of this writing. Please see attached 2<sup>nd</sup> revised concurrency certificate.

REVIEWED BY: Renée M. Kamen, AICP PHONE# 813-394-0313 DATE: March 12, 2021

NATURAL RESOURCES	272-5600		FIRE	276-8433
TRANSPORTATION	272-5600		PARKS	975-2160
SITE ENGINEERING	272-5600		STREET & ADDRESSES	744-5862
STORMWATER	272-5600		REAL ESTATE/SURVEY	307-4783
UTILITIES	272-5600		PUBLIC WORKS (TRAFFIC SVCS)	272-5912
ZONING	272-5600	Х	SCHOOL DISTRICT	272-4690
EPC	627-2600 EXT.1239			



#### Preparing Students for Life

#### **Certificate of School Concurrency**

Project Name	Touchstone (a.k.a. Tower Diary)	
Jurisdiction	Hillsborough	
Jurisdiction Project ID Number	PID #3571	
HCPS Project Number	SC-418	
Parcel ID Number	47367.0000 et al	
Project Location	Camden Field Pkwy and 78th St.	
Unit Type and number	810 Single Family Detached	
Unit Type and number	188 Single Family Attached	
Applicant	Lennar Homes, LLC	

School Concurrency Analysis						
School Type	Elementary	Middle	High	Total Capacity Reserved		
Students Generated*	178	80	124	382		

<sup>\*</sup>Please note, the previously issued school concurrency was updated using the latest student generation rates as of March 12, 2021 and revised to address a scrivener's error related to the number of single-family attached dwelling units. The revised, unreleased reservations are 91 ES, 41 MS, and 64 HS.

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.

Renée M. Kamen, AICP Manager, Siting & Planning

**Growth Management Department** 

E: Renee.Kamen@hcps.net

P: 813.272.4083

March 12, 2021 Date Issued