SUBJECT: Triple Creek Village Q PI#5002

DEPARTMENT: Development Review Division of Development Services Department

SECTION: Project Review & Processing

BOARD DATE: May 9, 2023 **CONTACT:** Lee Ann Kennedy

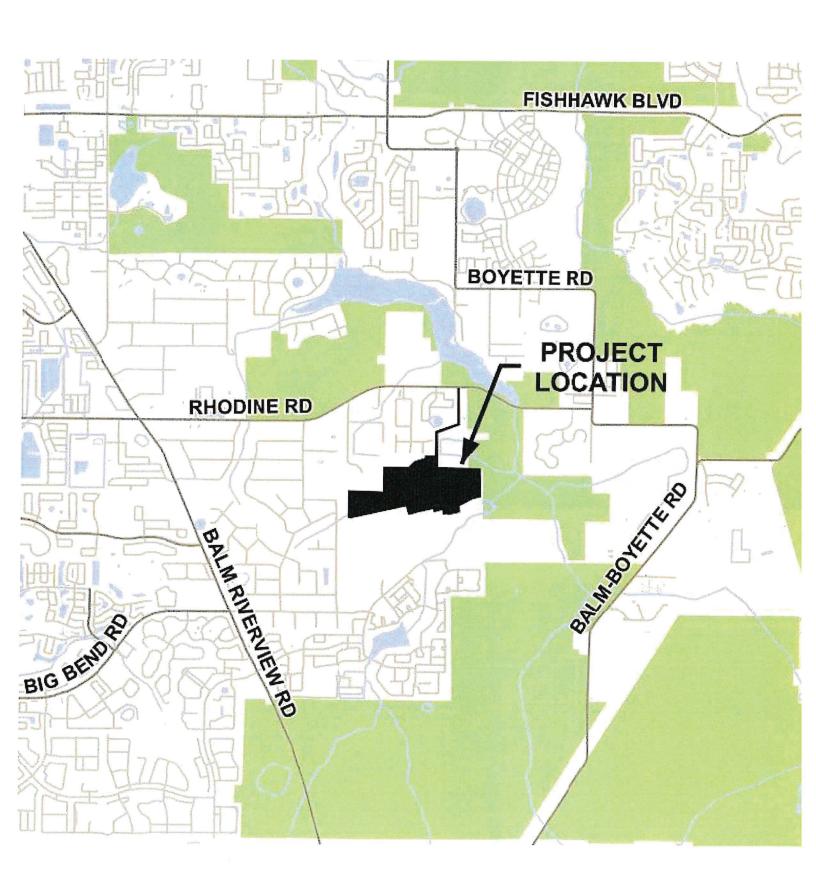
RECOMMENDATION:

Accept the plat for recording for Triple Creek Village Q, located in Section 01, Township 371, and Range 20, and grant permission to the Development Review Division of Development Services Department to administratively accept the Improvement Facilities (on-site roads. drainage, water, wastewater and sidewalks and off-site roads, drainage and sidewalks) 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 for Colonnade Vista Drive, in the amount of \$1,187,967.00, a Performance Bond in the amount of \$1,505,363.00 for the remaining on and off-site improvements, a Warranty Bond in the amount of \$442,019.00 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 \$25,740.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved based on a Developer Agreement and a payment of \$669,301.00 was made on December 8, 2022.

BACKGROUND:

On November 24, 2021, Permission to Construct Prior to Platting was issued for Triple Creek Village Q. 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 ON-SITE AND OFF-SITE IMPROVEMENTS

This Agreement made and entered into thisday of, 20, by and between, LENNAR HOMES, LLC, hereinafter referred to as the "Subdivider" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."
<u>Witnesseth</u>
WHEREAS, the Board of County Commissioners of Hillsborough County has established a Land Development Code, hereinafter referred to as "LDC", pursuant to the authority contained in Chapters 125, 163 and 177, Florida Statutes; and
WHEREAS, the LDC affects the subdivision of land within the unincorporated areas of Hillsborough County; and
WHEREAS, pursuant to the LDC, the Subdivider has submitted to the Board of County Commissioners of Hillsborough County, Florida, for approval and recordation, a plat of a subdivision known as
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 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 the 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 following off-site and on-site improvements as required in connection with the Subdivision:
PUBLIC ROADS, WATER AND SEWER MAINS, SIDEWALKS, AND STORMWATER
(hereafter, the "County Improvements"); and
COLONNADE VISTA DRIVE - A PRIVATE CDD ROAD (aka Rhodine Road Connector)
(hereafter, the "Private Improvements"); and
WILEDEAS aureupent to the LDC the Cubelly idea will request the County to person the county to

WHEREAS, pursuant to the LDC, the Subdivider will request the County to accept, upon completion, the County Improvements; and

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

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

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

ty Impro	ovements, the Su	ubdivider and County agree as follows:
1.		nditions and regulations contained in the LDC, are hereby incorporated by reference and this Agreement.
2.	improvements, and in connect from and after performance be specifications a	er agrees to well and truly build, construct and install the on-site and off-site including both the County Improvements and Private Improvements, required within ion with the Subdivision, within Six (6) months the date that the Board of County Commissioners approves the final plat and accepts the ond rendered pursuant to paragraph 4 below, in exact accordance with the drawings, plans, and other data and information filed with the Hillsborough County Development Review relopment Services Department by the Subdivider.
3.	the Subdivis workmanship said Improver within the abov Improvements	er agrees to warranty the County Improvements constructed in connection with ion against failure, deterioration or damage resulting from defects in and materials, for a period of two (2) years following the date of acceptance of ments for maintenance by the County. The Subdivider further agrees to correct we described warranty period any such failure, deterioration, or damage existing in the so that said County Improvements thereafter comply with the technical specifications at LDC established by the County.
4.	County, an inst	agrees to, and in accordance with the requirements of the LDC does hereby deliver to the rument ensuring the performance and a separate instrument providing a warranty of the cribed in paragraphs 2 and 3 respectively above, specifically identified as:
	a.	Letters of Credit, number, dated
		and numberdated, with
		by
		order of,
	b.	A Performance Bond (County Improvements), number 30186691 dated, April 6, 2023
		with
		Lennar Homes, Inc. as Principal, and
		as Surety, or
		A Warranty Bond, number30186694dated, _April 6, 2023
		with Lennar Homes, LLC as Principal and
		Lennar Homes, LLC as Principal, and Continental Insurance Company as Surety, or
	c.	A Performance Bond (Private Improvements), number 30186692
	0.	dated, April 6, 2023
		with
		Lennar Homes, LLC as Principal, and

Continental Insurance Company as Surety, or

d.	Cashier/C	Certified Che	cks, numbe	r,	dated		
	and	da	ated		_which	shall	be
	deposited	by the Count	y into a non-	interest bearin	g escro	w acco	ount
	upon rece	ipt. No intere	est shall be i	paid to the Su	bdivider	on fu	nds
	received b	y the County	pursuant to	this Agreeme	ent.		

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

- 5. Notwithstanding anything in this Agreement to the contrary, building permit applications for more than 75% of the residential units (i.e. for the 204th-270th residential unit) may not be filed by the developer until the developer has:
 - a. Substantially completed the South Segment of the Rhodine Road Connector and such facility is open to traffic; and
 - b. Posted (and the County has accepted) a performance bond which guarantees construction of the North Segment. Such performance bond shall be issued in an amount equal to 125% of the estimated cost to construct the facility.
 - c. The terms used in this Section 5 shall have the same meaning as defined in the Conditions of Approval under PRS 23-0030.
- 6. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
 - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - b. All applicable County regulations relating to the construction of improvement facilities.
 - c. The foregoing process shall govern both the County Improvements and the Private Improvements.

An authorized representative of the County's Development Services Department will review the Engineer's Certification and determine if any discrepancies exists between the constructed improvements and said certifications.

- 7. 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 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.
- 8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
- 9. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective County 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.

- 10. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
- 11. 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 the Development Services Department, and the submittal and approval of all documentation required by this Agreement and the LDC.
- 12. The County agrees, pursuant to the terms contained in the LDC as more particularly detailed in the Conditions of Approval for PRS 23-0033, to issue a letter of compliance to allow the release of certificates of occupancy upon receipt of all of the following:
 - a. The Engineer-of-Record's Certification referred to in paragraph 5 above; and
 - Acknowledgement by the Development Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
 - c. Provide that all applicable provisions of the LDC have been met.
 - d. Notwithstanding the foregoing, certificates of occupancy shall be issued for the first 75% of the residential units (i.e. up to the 203rd residential unit) provided: (i) the South Segment of the Rhodine Road Connector is substantially completed and open to traffic, and (ii) the performance bond securing construction of the North Segment of the Rhodine Road Connector has not expired. The terms used in this Subsection (d) shall have the same meaning as defined in the Conditions of Approval under PRS 23-0030.
- 13. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the County 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 (2) years from the date of the 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 Services Department may accept the new or amended warrany 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.
- 14. 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.
- 15. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties

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

	Subdivider:
ATTEST:	By C
May Cu	Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)
Witness Signature	Rob Bosarge
	Name (typed, printed or stamped)
Printed Name of Witness	vice President
PC 3/1	Title
Witness Signature	4301 W Boy Scout Blvd., Suite 600, Tampa, FL 33607 Address of Signer
PAULO BECKERT	813-465-DD4-1
Printed Name of Witness	Phone Number of Signer
NOTARY PUBLIC	
NOTART FUBLIC	
```CORPORATE SEAL	
(When Appropriate)	
ATTEST:	BOARD OF COUNTY COMMISSIONERS
CINDY STUART	HILLSBOROUGH COUNTY, FLORIDA
Clerk of the Circuit Court	
	Ву:
By: Deputy Clerk	Chair
Deputy Clerk	

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing ins	trument was acknowledged befo	ore me by me	ans of 💹 pl	nysical presence or 🔲 o	nline notarization, this
24th day of_	April	2023	, by	POO BOSAVOL	2 as
(day)	(month)	(year)	, ,	(name of person ackn	nowledging)
Vice Pro	sident	for Lennar	Homes, LLC		
(type of authority,	e.g. officer, trustee, attorney in fact)	(nar	ne of party on b	ehalf of whom instrument was	executed)
☑ Personally Kr	nown OR 🛘 Produced Identifi	cation	- One	(Signature of Notary Public	2 c - State of Florida)
Type o	f Identification Produced	-	Carau Cu	410-10-1	and a course of the course
.,,,			Carey Gu		ssioned Name of Notary Public)
			(1.1	int, Type, or Gtamp Commis	isioned realite of reotary r doller
MOTARYAGE	Carey Gutierrez		GG95898	88	2/17/2024
a Can	STATE OF FLORIDA		(Commiss	ion Number)	(Expiration Date)
2 CE 19	Comm# GG958988 Expires 2/17/2024				
Individual Ackr STATE OF FLORID COUNTY OF HILI	)A				
The foregoing ins	trument was acknowledged befo	ore me by me	ans of $\square$ ph	nysical presence or $\square$ or	nline notarization, this
day of			, by		
(day)	(month)	(year)		(name of person ackn	owledging)
☐ Personally Kr	own OR 🛘 Produced Identific	cation			2// (5// // )
				(Signature of Notary Public	: - State of Florida)
Type o	f Identification Produced				
			(Prir	nt, Type, or Stamp Commiss	sioned Name of Notary Public)
(N	otary Seal)		(Commiss	ion Number)	(Expiration Date)

#### SUBDIVISION PERFORMANCE BOND - ON SITE

KNOW ALL MEN BY THESE PRESENTS,	That we Lennar Homes, LLC	
4301 W Boy Scout Blvd., Suite 600 Tampa, FL 33607	_ called the Principal, and The Contine	ental Insurance Company
151 N Franklin Street Chicago, IL 60606	_ called the Surety, are held	and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS	OF HILLSBOROUGH COUNTY,	FLORIDA, in the sum of
One Million one hundred eighty seven thousand nine-hundr	ed and sixty seven (\$ 1,187,967.00 ) Do	ollars for the payment of which
sum, well and truly to be made, we bind ours	elves, our heirs, executors, administ	rators, and successors, jointly and
severally, firmly by these presents.		

WHEREAS, the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in Chapters 125, 163 and 177, Florida Statutes, and Hillsborough County Land Development Code, as amended, Ordinance 92-05, which regulations are by reference, hereby incorporated into and made a part of this Subdivision Performance Bond; and

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

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Triple Creek Village Q (Colonnade Vista -private roadway) ____subdivision; and

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

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

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

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

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

1 of 2

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

Α.	If the Principal shall well and truly build Triple Creek Village Q (Colonnade Vista -pr	d, construct, and install in the platted area known as ivate roadway) subdivision
	all grading, paving, curbing of streets,	alleys or other rights-of-way shown on such plat,
	sidewalks, bridges, culverts, gutters, wa	ater 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	er data and information filed with the Development
	Review Division of Development Serv	vices Department of Hillsborough County by the
		said building, construction, and installation within
	Six (6) months fr	om the date that the Board of County Commissioners
	approves the final plan and accepts this pe	rformance bond; and
В,	If the Principal shall faithfully perform	the Subdivider's Agreement at the times and in the
	manner prescribed in said Agreement;	
	JOHN JAMES	VOID; OTHERWISE, TO REMAIN IN FULL
SIGNED, SEAI	LED AND DATED this 6th day of A	pril , 20 <u>23</u> .
ATTEST:	MIMA	Lennar Homes, LLC, a Florida limited liability company  By Principal Rob Bosarge, Vice President
		The Continental Insurance Company Surety Seal
ATTEST:		
Bal	Dr.	Sokha Khon Evans, Attorney-In-Fact Seal
		,,,
	ATTORNEY	

APPROVED BY THE COUNTY ATT

Approved As To Form And Legal Sufficiency.

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Sokha Khon Evans, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2021.



The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of April , 2023 .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

#### **COLONNADE VISTA DRIVE PERFORMANCE**

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements
COLONNADE VISTA DRIVE ONLY

MARCH 14, 2023

ITEM NO.		H 14, 2023	SERVICE SHAPE		
	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	EARTHWORK			E LONG WALL	
1.01	SODDING	4,550	SY	\$3.27	\$14,878.5
1.02	POND CONSTRUCTION	2,251	CY	\$3.68	\$8,283.6
	EARTHWORK TOTAL				\$23,162.1
2.00	ROADWAY	<b>元中国中央</b> 和京			723,102.1
2.01	1.75" Type SP-12.5 Asphalt Surface	10,457	SY	\$10.78	\$112,726.46
2.02	7" Plant Mixed Soil Cement	10,457	SY	\$17.93	\$187,494.01
2.03	12" Compacted Subgrade (LBR 20)	10,457	SY	\$1.01	
2.04	Miami Curb w/Stabilization	200	LF	\$14.10	\$10,561.57
2.05	FDOT TYPE F CURB	7,051	LF	\$17.09	\$2,820.00
2.06	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Opt	29,422	SF	\$5.43	\$120,501.59
2.07	ADA Ramps (5' wide)	6	Each	\$1,164.04	\$159,761.46
2.08	ADA Ramps (8' wide)	2	Each		\$6,984.24
	ROADWAY TOTAL		Eacil	\$1,432.44	\$2,864.88
3.00	STORM DRAINAGE SYSTEM				\$603,714.21
3.01	15" CLASS III RCP	470	LF		
3.02	18" CLASS III RCP	334	(Fig. 1)	\$47.47	\$22,310.90
3.03	24" CLASS III RCP	1,566	LF	\$56.08	\$18,730.72
3.04	30" CLASS III RCP		LF	\$73.03	\$114,364.98
3.05	HILLSBOROUGH CO. TYPE 1 CURB INLET	243	LF	\$97.15	\$23,607.45
3.06	FDOT TYPE C INLET	19	Each	\$5,576.70	\$105,957.30
3.36	STORM MANHOLE	4	Each	\$2,092.40	\$8,369.60
3.37	15" FDOT FES	2	Each	\$4,053.77	\$8,107.54
3.38	24" FDOT FES	1	Each	\$2,038.88	\$2,038.88
3.39	30" FDOT FES	5	Each	\$2,579.18	\$12,895.90
3.40	15" FDOT MES CROSS DRAIN	1	Each	\$3,367.37	\$3,367.37
3.41		1	Each	\$1,459.10	\$1,459.10
3.41	30" HEADWALL	1	Each	\$2,287.56	\$2,287.56
Charles .	STORM DRAINAGE SYSTEM TOTAL				\$323,497.30

**Grand Total** 

\$950,374



PERFORMANCE HOND 125% \$1,187,967

THERNTON #60279

#0027

### SUBDIVISION PERFORMANCE BOND On-site and Off-site

	KNOW	ALL MEN	BY THESE	PRESENTS,	That	we	Lennar Ho	mes, LLC					
called	the Prin	cipal, and	The Contine	ntal Insurance	Compa	ıny	called the	Surety,	are held	and firml	y bound	unto	the
BOAR	OF OF	COUNTY	COMMIS	SSIONERS	OF	HILLSBO	DROUGH	COUNTY	, FLOR	IDA, in	the	sum	of
One Mill	ion Five H	undred Five T	housand Thre	e Hundred Six	ty Three	e and 00/10	00 (\$ <u>1,505,3</u>	(63.00	Dollars 1	or the p	ayment	of wl	nich
sum, v	well and	truly to b	e made, w	e bind ours	selves,	our hei	rs, executo	rs, admir	nistrators,	and succ	essors, j	ointly	and
severa	lly, firml	y by these	oresents.	Offsite = \$45 Onsite = \$1,0									

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, these subdivision regulations require the construction of on-site and off-site improvements in connection with the platting of the <a href="Triple Creek Village Q">Triple Creek Village Q</a>__subdivision; and

WHEREAS, the Principal has filed with the Development Review Division of the Development Services Department of Hillsborough County, Florida, drawings, plans and specifications and other data and information relating to construction, grading, paving and curbing of streets, alleys and other rights-of-way shown on such plat, 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 associated off-site 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, hereafter the "Agreement", the terms of which require the Principal to submit an instrument ensuring completion of construction of required improvements; and

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

1 of 2 08/2021

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

Α.	If the Principal shall well and truly build, construct, and install in the platted area known as Triple Creek Village Q 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 and all off-site improvements in
	exact accordance with the drawings, plans, specifications, and other data and information filed
	with the Development Review Division of the Development Services Department of Hillsborough
	County by the Principal, and shall complete all of said building, construction, and installation within Six (6) Months months from the date that the Board of County Commissioners
	approves the final plat and accepts this performance bond; and
В.	If the Principal shall faithfully perform the Agreement at the times and in the
	manner prescribed in said Agreement;
	IGATION SHALL BE NULL AND VOID; OTHERWISE, TO REMAIN IN FULL UNTIL December 22, 2023
SIGNED, SEAI	LED AND DATED this <u>6th</u> day of <u>April</u> , 20 <u>23</u> .
ATTEST (	
ATTEST:	Lennar Homes, LLC, a Florida limited liability company
Della	
1) 9)000	By Principal Seal
	Rob Bosasge, Vice President
	The Continental Insurance Company
	Surety Seal
ATTEST:	
Bolle	By Sklikavana
V	Sokha Khon Evans, Attorney-In-Fact Seal

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Sokha Khon Evans, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2021.



The Continental Insurance Company

Paul T. Bruflat

vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of April , 2023 .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

#### TRIPLE CREEK - VILLAGE Q PERFORMANCE

#### Hillsborough County, FL

### Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE ONLY (NO OFF-SITES) FEBRUARY 1, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	ROADWAY				
1.01	1.75" Type SP-12.5 Asphalt Surface	24,017	SY	\$10.78	\$258,903.26
1.02	Miami Curb w/Stabilization	20,009	LF	\$14.10	\$282,126.90
1.03	VALLEY GUTTER (FDOT)	186	LF	\$6.34	\$1,179.24
1.04	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	29,328	SF	\$5.43	\$159,251.04
1.05	ADA Ramps (5' wide)	19.00	Each	\$1,164.04	\$22,116.76
1.06	Signage and Striping	1.00	LS	\$14,493.60	\$14,493.60
	ROADWAY TOTAL				\$738,070.80
2.00	POTABLE WATER SYSTEM				
2.01	Chlorination & Pressure Testing	1.00	LS	\$7,611.98	\$7,611.98
	POTABLE WATER SYSTEM TOTAL				\$7,611.98
3.00	SANITARY SEWER SYSTEM				
3.01	Infil/Exfil Testing	1.00	LS	\$11,715.30	\$11,715.30
3.02	Televise Sanitary Sewer (CCTV)	8,678	LF	\$2.63	\$22,823.14
	SANITARY SEWER SYSTEM TOTAL				\$34,538.44
4.00	STORM DRAINAGE SYSTEM				
4.01	Televise Storm Sewer (CCTV)	9,209	LF	\$6.71	\$61,792.39
	STORM DRAINAGE SYSTEM TOTAL	TO SECRETARIAN PROPERTY OF THE PARTY OF THE			\$61,792.39

**Grand Total** 

\$842,013.61



PERFORMANCE BOND 125% \$1,052,518

CO21 KYLE LATHOS NOTON, PE

#60279

#### TRIPLE CREEK - VILLAGE Q OFF-SITE WARRANTY & PERFORMANCE

#### Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements
OFF-SITE ROAD IMPROVEMENTS
FEBRUARY 1, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	ROADWAY				
1.01	SODDING	1	LS	\$12,206.91	\$12,206.91
1.02	1" ASPHALT TYPE FC-9.5	3,628	SY	\$9.12	\$33,087.36
1.03	2" ASPHALT TYPE SP-12.5 STRUCTURE COURSE	3,628	SY	\$12.46	\$45,204.88
1.04	8" CRUSHED CONCRETE (LBR 150)	3,628	SY	\$15.53	\$56,342.84
1.05	12" COMPACTED SUBGRADE (LBR 40)	4,768	SY	\$8.60	\$41,004.80
1.06	1" MILL	4,305	SY	\$5.27	\$22,687.35
1.07	1" OVERLAY (FC-9.5)	4,305	SY	\$9.12	\$39,261.60
1.08	ADA Ramps (5' wide)	4	Each	\$1,130.49	\$4,521.96
1.09	FDOT TYPE F CURB	18	LF	\$31.67	\$570.06
1.10	Signage and Striping	1	LS	\$23,440.71	\$23,440.71
1.10	CONCRETE SIDEWALK (REINFORCED)	3,701	SF	\$5.43	\$20,096.43
1.11	ANCHOR BLOCK WALL	324	LF	\$61.53	\$19,935.72
1.12	6" THICK CONCRETE FLATWORK	1,263	SF	\$6.88	\$8,689.44
1.13	ADJUST VALVE BOX TO FINISHED GRADE	6	EA	\$392.93	\$2,357.58
1.14	RELOCATE EXISTING FIRE HYDRANT	2	EA	\$785.88	\$1,571.76
	ROADWAY TOTAL				\$318,772.49
2.00	STORM DRAINAGE SYSTEM				
2.01	18" CLASS III RCP	608	LF	\$ 56.08	\$34,096.64
2.02	FDOT TYPE C Inlet	3	Each	\$ 2,092.40	\$6,277.20
2.03	18" FDOT MES	2	Each	\$ 1,564.62	\$3,129.24
	STORM DRAINAGE SYSTEM TOTAL				\$43,503.08

**Grand Total** 

\$362,276



WARRANTY BOND 10% \$36,228
PERFORMANCE BOND \$452,845

KYLE L. 3 HORNTON, PE0279 #6027

SONAL EN

#### SUBDIVISION WARRANTY BOND On-Site and Off-Site

K	MOM	ALL MEN BY	THESE PRESENTS, th	iat we	Lennar Hom	es, LLC		***************************************				
4301	W Boy S	cout Blvd., Sui	te 600 Tampa, FL 33607		called the	Principal,	and_The	Contin	ental In:	surance (	Compar	ıy
151	N Frank	lin Street Chica	ago, IL 60606		called the	Surety,	are held	and	firmly	bound	unto	the
BOARD	OF	COUNTY	COMMISSIONERS	OF	HILLSBOROUGH	COUNT	Y, FLO	RIDA,	in	the	sum	of
Four Hundr	ed Twen	ty Two Thousand	d Nineteen Dollars and 00/10	0	(\$_422,019	9.00)	Dollars	for the	ne pa	yment	of w	hich
we bind	oursel	ves, our heir	s, executors, adminis	trator	s, and successors, jo	intly and	severally	, firml	v by th	iese pre	esents	

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 warranty bond; and

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

WHEREAS, the Principal has made the request that the Board of County Commissioners of Hillsborough County accept the following improvements for maintenance in connection with the Triple Creek Village Q subdivision (hereafter, the "Subdivision"): on-site improvements: Roads, Water Mains, Sewer, Sidewalks, and off-site improvements: Roads, sidewalk, storm (together, the on-site and off-site improvements are hereafter referred to as the "Improvements"); and

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

WHEREAS, the Principal, pursuant to the terms of the aforementioned subdivision regulations has entered into a "Subdivider's Agreement", the terms of which agreement require the Principal to submit an instrument warranting the above-described Improvements; and

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

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

- A. If the Principal shall warrant for a period of two years following the date of acceptance of the Improvements for maintenance by the Board of County Commissioners of Hillsborough County, 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;

1 of 2 06/2021

C. If the Principal shall faithfully perform the Subdivider's said Agreement;	s Agreement at the times and in the manner prescribed in
THEN THIS OBLIGATION SHALL BE NULL AND EFFECT UNTIL December 22, 2025	VOID; OTHERWISE, TO REMAIN IN FULL FORCE AND
SIGNED, SEALED AND DATED this day o	f April , 20 23 .
ATTEST: Lennar Homes, LLC, a Florida limited liability company	
Rob Bosurge, Vice Presdent	(Seal)
The Continental Insurance Company	
Surety Signature	(Seal)
ATTEST:	
Sokha Khon Evans, Attorney-in-fact Signature	(Seal)

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Sokha Khon Evans, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2021.



The Continental Insurance Company

Paul T. Bruflat

ice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of April , 2023 .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

#### TRIPLE CREEK - VILLAGE Q WARRANTY

#### Hillsborough County, FL

## Engineer's Opinion of Probable Construction Cost - Public Improvements ONSITE ONLY (NO OFF-SITES) FEBRUARY 1, 2023

	ILDROAM	1 1, 2023		-		
ITEM NO.		QUANTITY	UNIT	The same of the sa	UNIT COST	CONTRACT VALUE
1.00	ROADWAY					
1.01	1.75" Type SP-12.5 Asphalt Surface	24,017			\$10.78	\$258,903.2
1.02	7" Plant Mixed Soil Cement	24,017			\$17.93	\$430,624.8
1.03	12" Compacted Subgrade (LBR 20)	24,017	SY		\$1.01	\$24,257.1
1.04	Miami Curb w/Stabilization	20,009			\$14.10	\$282,126.90
1.05	VALLEY GUTTER (FDOT)	186	LF		\$6.34	\$1,179.2
1.06	Concrete Sidewalk (Reinforced - TTM Detail TD-16 Option 2)	29,328	SF		\$5.43	\$159,251.04
1.07	ADA Ramps (5' wide)	19	Each		\$1,164.04	\$22,116.76
1.08	Signage and Striping	1	LS		\$14,493.60	\$14,493.60
	ROADWAY TOTAL					\$1,192,952.78
2.00	POTABLE WATER SYSTEM					
2.01	2" POLYETHYLENE PIPE (AWWA C901)	10	LF	\$	16.18	\$161.80
2.02	6" PVC (DR 18)	1,591	Each	\$	26.14	\$41,588.74
2.03	8" PVC (DR 18)	8,619	Each	\$	38.47	\$331,572.93
2.04	6" DIP	30	Each	\$	38.04	\$1,141.20
2.05	8" DIP	232	Each	\$	52.11	\$12,089.52
2.06	2" RESILIENT SEAT GATE VALVE & BOX	1	Each	\$	725.10	\$725.10
2.07	6" GATE VALVE	7	Each	\$	1,348.49	\$9,439.43
2.08	8" GATE VALVE	41	Each	\$	1,866.08	\$76,509.28
2.09	6" TEE FITTINGS	1	Each	\$	603.80	\$603.80
2.10	8" TEE FITTING	8	Each	\$	821.30	\$6,570.40
2.11	8" X 6" TEE FITTING	1	Each	\$	725.24	\$725.24
2.12	6" BEND FITTING	21	Each	\$	394.21	\$8,278.41
2.13	8" BEND FITTING	133	Each	\$	519.11	\$69,041.63
2.14	8" X 6" REDUCER FITTING	1	Each	\$	439.84	\$439.84
2.15	8" X 2" REDUCER FITTING	1	Each	\$	270.64	\$270.64
2.16	6" FIRE HYDRANT ASSEMBLY	18	Each	\$	5,800.28	\$104,405.04
2.17	Single Service, Long Side	94	Each	\$	457.55	\$43,009.70
2.18	SINGLE SERVICE, SHORT SIDE	142	Each	\$	351.32	\$49,887.44
	POTABLE WATER SYSTEM TOTAL					\$706,572.70
3.00	SANITARY SEWER SYSTEM					
3.01	8" PVC, SDR 26 (0'-14' CUT)	8,114	LF	\$	40.34	\$327,318.76
3.02	8" PVC, SDR 26 (14'-16' CUT)	564	LF	\$	52.65	\$29,694.60
3.03	4' SANITARY MANHOLE (0'-14' CUT)	34	Each	\$	4,968.90	\$168,942.60
3.04	4' SANITARY MANHOLE (14'-16') CUT)	1	Each	\$	7,059.44	\$7,059.44
3.05	5' (DIA) SANITARY MANHOLE (14'-16' CUT)	1	Each	\$	8,907.69	\$8,907.69
3.06	SINGLE SERVICE (HILLSBOROUGH COUNTY)	40	Each	\$	941.47	\$37,658.80
3.07	DOUBLE SERVICE (HILLSBOROUGH COUNTY)	98	Each	\$	.1,315.39	\$128,908.22
	SANITARY SEWER SYSTEM TOTAL				.2,020.00	\$708,490.11
A STATE OF THE PARTY NAMED IN	STORM DRAINAGE SYSTEM					\$700,450.11
	15" CLASS III RCP	778	LF		\$47.47	\$36,931.66
	18" CLASS III RCP	2,467	LF		\$56.08	\$138,349.36
	24" CLASS III RCP	3,002	LF		\$73.03	\$219,236.06
	30" CLASS III RCP	1,852	LF		\$97.15	
	36" CLASS III RCP	659	LF		\$124.93	\$179,921.80
	42" CLASS III RCP	451	LF		\$124.93	\$82,328.87
		701	LI.		713/.00	\$71,203.88
	HILLSBOROUGH CO. TYPE 1 CURB INLET	36	Each		\$5,576.70	\$200,761.20

#### TRIPLE CREEK - VILLAGE Q WARRANTY

#### Hillsborough County, FL

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

**FEBRUARY 1, 2023** 

SHIP THE PARTY OF THE PARTY OF		-	W. Commission of the Commissio		
4.09	HILLSBOROUGH CO. TYPE 2 CURB INLET - LEFT	2	Each	\$6,557.89	\$13,115.7
4.10	FDOT TYPE C INLET	5	Each	\$2,092.40	\$10,462.0
4.11	FDOT TYPE E INLET	8	Each	\$3,973.91	\$31,791.2
4.12	CONTROL STRUCTURE TYPE C (W SKIMMER)	1	Each	\$6,327.05	\$6,327.0
4.13	CONTROL STRUCTURE TYPE C	1	Each	\$3,510.65	\$3,510.6
4.14	CONTROL STRUCTURE TYPE E (W SKIMMER)	3	Each	\$8,591.35	\$25,774.0
4.15	CONTROL STRUCTURE TYPE 4 GRATE H (W SKIMMER)	1	Each	\$15,217.72	\$15,217.7
4.16	STORM MANHOLE	11	Each	\$4,053.77	\$44,591.4
4.17	15" FDOT FES	1	Each	\$2,038.88	\$2,038.8
4.18	18" FDOT FES	4	Each	\$2,322.42	\$9,289.6
4.19	24" FDOT FES	5	Each	\$2,579.18	\$12,895.9
4.20	30" FDOT FES	2	Each	\$3,367.37	\$6,734.7
4.21	36" FDOT FES	3	Each	\$3,984.33	\$11,952.9
4.22	15" FDOT MES	1	Each	\$1,459.10	\$1,459.10
4.23	30" FDOT MES	6	Each	\$3,166.05	\$18,996.30
4.24	36" FDOT MES	1	Each	\$3,852.15	\$3,852.1
4.25	42" FDOT MES	4	Each	\$4,577.45	\$18,309.80
4.26	30" HEADWALL	12	Each	\$2,287.56	\$27,450.72
4.27	42" HEADWALL	4	Each	\$8,811.73	\$35,246.92
4.28	RIP RAP	225	SF	\$10.94	\$2,461.50
	STORM DRAINAGE SYSTEM TOTAL				\$1,249,885.18

**Grand Total** 

\$3,857,901



WARRANTY BOND / 10% \$385,791

KYLE L. THORNTON PEL. THORNEY

No 60279

STATE OF

ONALEN

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

		and entered into thisday of, 20, by and between, 20, by and between, and, hereinafter referred to as the "Subdivider" and
		al subdivision of the State of Florida, hereinafter referred to as the "County."
		<u>Witnesseth</u>
	Code, hereinaft	ord of County Commissioners of Hillsborough County has established a Land er referred to as "LDC" pursuant to the authority contained in Chapters 125, 163 and 177,
WHER	REAS, the LDC aff	ects the subdivision of land within the unincorporated areas of Hillsborough County; and
of Hillsboro Triple Creek Vil	ugh County,	to the LDC, the Subdivider has submitted to the Board of County Commissioners Florida, for approval and recordation, a plat of a subdivision known as (hereafter referred to as the "Subdivision"); and
	not be appro	plat of a subdivision within the unincorporated area of Hillsborough oved and recorded until the Subdivider has guaranteed to the satisfaction of Il be installed; and
		ners required by Florida Statutes in the Subdivision are to be installed after recordation of sted with the County; and
WHER	<b>EAS</b> , the Subdivi	der agrees to install the aforementioned lot corners in the platted area.
approval of th	e County to reco	consideration of the intent and desire of the Subdivider as set forth herein, to gain ord said plat, and to gain acceptance for maintenance by the County of the aforementioned and County agree as follows:
1.		ditions and regulations contained in the LDC, are hereby incorporated by reference and this Agreement.
2.	Six Commissioners	r agrees to well and truly build, construct and install in the Subdivision, within (6) months from and after the date that the Board of County approves the final plat and accepts the performance bond rendered pursuant to paragraph corners as required by Florida Statutes.
3.	2 60	agrees to, and in accordance with the requirements of the LDC does hereby deliver to instrument ensuring the performance of the obligations described in paragraph 2, above, utified as:
	a.	Letter of Credit, number, datedby order of,
	b.	A Performance Bond, number 30186693 dated, 04/06/2023 with Lennar Homes LLC  as Principal, and The
	c.	Continental Insurance Company as Surety, or  Escrow ageement, dated, between,
	c.	and the County, or  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

ATTEST:  Subdivider:  Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  Name (typed, printed or stamped)  Vice Presided  Title  Beautiful D. Gainer  Address of Signer  Phone Number of Signer   CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  CINDY STUART  CINDY STUART  CIERT BOARD OF COUNTY COMMISSIONERS  HILLSBOROUGH COUNTY, FLORIDA	IN WITNESS WHEREOF, the parties hereto have executed the	is Agreement, effective as of the date set forth above.
Witness Signature  Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  The Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  The Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  The Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  The Authorized Corporate Officer or Individual (Sign before Notary Public and 2 Witnesses)  Name (typed, printed or stamped)  Vice Presided  Title  Address of Signer  Phone Number of Signer  Phone Number of Signer  CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  BOARD OF COUNTY COMMISSIONERS	ATTEST:	Subdivider:
Printed Name of Witness  Rampman D Manne Witness Signature  Title  Bensamin D. GAINER  Printed Name of Witness  Address of Signer  Phone Number of Signer  CORPORATE SEAL (When Appropriate) ATTEST: CINDY STUART  Name (typed, printed or stamped)  Vice Presided  Title  Address of Signer  BOARD OF COUNTY COMMISSIONERS	Witness Signature	Authorized Corporate Officer or Individual
Witness Signature  Bensamin D. CAINER  Printed Name of Witness  Address of Signer  Phone Number of Signer  CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  Title  BOARD OF COUNTY COMMISSIONERS	Printed Name of Witness	
Witness Signature  Bensamin D. CAINER  Printed Name of Witness  Address of Signer  Phone Number of Signer  CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  Title  BOARD OF COUNTY COMMISSIONERS	Banjamin 17 Mainer	Vice President
Printed Name of Witness  Address of Signer  Phone Number of Signer   CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  BOARD OF COUNTY COMMISSIONERS	Witness Signature	
Printed Name of Witness  Address of Signer  Phone Number of Signer   CORPORATE SEAL (When Appropriate)  ATTEST:  CINDY STUART  BOARD OF COUNTY COMMISSIONERS	BENJAMIN D. GAINER	
NOTARY PUBLIC  CORPORATE SEAL (When Appropriate) ATTEST: CINDY STUART  BOARD OF COUNTY COMMISSIONERS		Address of Signer
NOTARY PUBLIC  CORPORATE SEAL (When Appropriate) ATTEST: CINDY STUART  BOARD OF COUNTY COMMISSIONERS		
CORPORATE SEAL (When Appropriate) ATTEST: CINDY STUART BOARD OF COUNTY COMMISSIONERS		Phone Number of Signer
(When Appropriate) ATTEST: CINDY STUART BOARD OF COUNTY COMMISSIONERS	NOTARY PUBLIC	
(When Appropriate) ATTEST: CINDY STUART BOARD OF COUNTY COMMISSIONERS		
(When Appropriate) ATTEST: CINDY STUART BOARD OF COUNTY COMMISSIONERS		
(When Appropriate) ATTEST: CINDY STUART BOARD OF COUNTY COMMISSIONERS		
CINDY STUART BOARD OF COUNTY COMMISSIONERS		
	ATTEST:	
By: By:	Ву:	
Denuty Clerk Chair	Deputy Clerk	Chair

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### Representative Acknowledgement

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by me	ans of $\overline{f V}$ physical presence or $igsqcup$ online notarization, this
day of Lond 202	-3, by Steve Smith as
(day) (month) (year)	(name of person acknowledging)
Vice Vresident for L	sennar Homes. UC.
(type of authority,e.g. officer, trustee, attorney in fact) (name	e of party on behalf of whom instrument was executed)
Personally Known OR Produced Identification	(Signature of Notary Public - State of Florida)
Type of Identification Produced	Knisten Osed
	(Print, Type, or Stamp Commissioned Name of Notary Public)
(Notary Seal  KRISTEN JOSEPH Commission # HH 098791 Expires April 21, 2025 Bonded Thru Troy Fain Insurance 800-38	(Commission Number) (Expiration Date)
Individual Acknowledgement STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me by me	ans of $\square$ physical presence or $\square$ online notarization, this
day of	, by
(day) (month) (year)	(name of person acknowledging)
Personally Known OR Produced Identification	(Signature of Notary Public - State of Florida)
Type of Identification Produced	
	(Print, Type, or Stamp Commissioned Name of Notary Public)
(Notary Seal)	(Commission Number) (Expiration Date)

#### SUBDIVISION PERFORMANCE BOND FOR LOT CORNER PLACEMENT

KNOW ALL MEN BY THESE PRESENTS, That	t we Lennar Homes, LLC
4301 W Boy Scout Blvd., Suite 600 Tampa, FL 33607	called the Principal, and The Continental Insurance Company
151 N Franklin Street Chicago, IL 60606	_ called the Surety, are held and firmly bound unto the
BOARD OF COUNTY COMMISSIONERS OF HILLSBC	DROUGH COUNTY, FLORIDA, in the sum of
Twenty-Five Thousand, Seven Hundred Forty Do	ollars $(\$25,740.00)$ Dollars for the payment of which sum,
well and truly to be made, we bind ourselves, ou	ur 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 Village Q are to be installed after recordation of said plat under guarantees posted with the County; and

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

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

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

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

1 of 2 06/2021

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

A.	If the Principal shall well and truly build, construct, and install in the platted area known as
	Triple Creek Village Q 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 $\frac{Six(6)}{}$
	months 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;
EFFECT U	December 22, 2023  SEALED AND DATED this 6th day of April , 20 23  Lennar Homes LLC, a Florida limited liability company  BY: PRINCIPAL (SEAL)
ATTEST:	PRINCIPAL (SEAL)  Rob Bosarge, Vice President  The Continental Insurance Company  SURETY (SEAL)  Sokha Khon Evans, Attorney-In-Fact Seal

APPROVED BY THE COUNTY ATTORNEY

Approved As To Form And Legal Sufficiency.

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tenzer V Cunningham, Brenda Wong, Kari Davis, Martha Gonzales, Sokha Khon Evans, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of December, 2021.



State of South Dakota, County of Minnehaha, ss:

The Continental Insurance Company

and anticornic spaces of

On this 7th day of December, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

T. Bruflat

Notary Public

ice President

#### CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of April , 2023 .



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

#### Triple Creek - Village Q Hillsborough County, FL LOT CORNERS

#### **FEBRUARY 1, 2023**

					\$20,590.00
	TOTAL				
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
1.02	Monuments- Misc Tracts	4.00	Per Tract	\$70.00	\$280.00
1.01	Monuments Installed	235.00	Per Lot	\$82.00	\$19,270.00
1.00	LOT CORNER MONUMENTATION				

PERFORMANCE BOND

**Grand Total** 

\$20,590.00



KYLEL THORNTON, PE OF NO 60279

125%

SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND

**DESCRIPTION:** A parcel of land lying in Sections 1 and 2, Township 31 South, Range 20 East and in Section 36, Township 30 South, Range 20 East, Hillsborough County, Florida and being more particularly

COMMENCE at the Southwest corner of the Northwest 1/4 of said Section 1, also being a point on the Southerly boundary of BELMOND RESERVE PHASE 1, according to the plat thereof, as recorded in Plat Book 140, Pages 138 through 214 inclusive, of the Public Records of Hillsborough County, Findla, for a POINT OF BECHNITION, and thence along said Southerly boundary of ERLOND RESERVE PHASE 1, the following five (5) courses: 1 along the west boundary of said korthwest 1/4 of Section 1, N.0.0793587, 933.46 feet; 5) N.03790187, 131,59 feet to a point on the Southerly boundary of Section 1, N.0.0793587, according to the plat thereof, as recorded in Plat Book 89, Page 14, of the Public Records of Hillsborough County, Findla, thence along said Southerly boundary of COLONIAL HILLS - PHASE 4, A.0.0792767, and COLONIAL HILLS - PHASE 4, A.0.0792767, and COLONIAL HILLS - PHASE 4, A.0.0792767, and COLONIAL HILLS - PHASE 5, A.8.09927076.

384.60 feet to the Southeast corner of said COLONIAL HILLS - PHASE 4, A.0.079272767, according to the plat thereof, as recorded in Plat Book 129, Page 13, of the Public Records of Hillsborough County, Findla; there along the Southeast corner of Findland COLONIAL HILLS - PHASE 4, A.0.079272767, according to the plat thereof, as recorded in Plat Book 129, Page 33 through 59 Incubars, of the Public Records of Hillsborough County, Findla; there along the Southerly boundary of said BELL CREEK PRESERVE PHASE 1, according to the Plat Northwest County, Findla; there along the Saterly boundary of said BELL CREEK PRESERVE PHASE 1, according to the Plat Northwest County, Findla; there along the Saterly boundary of said BELL CREEK PRESERVE PHASE 1, according to the Plat Northwest corner of said County, Findla; there along the Saterly boundary of said BELL CREEK PRESERVE PHASE 1, also being a bonk county, Findla; there along the Saterly boundary of Said BELL CREEK PRESERVE PHASE 1, also being a bonk county, Findla; there along said Sautherly boundary of Said BELL CREEK PRESERVE PHASE 1, also being a bonk coun

Containing 156.166 acres, more or less.

- NOTES:

  1. Northing and Easting coordinates (indicated in feet) as shown hereon refer to the State Plane Coordinate System, North American Hortonial Datum of 1993 (NAD 83 1990 ADJUSTNENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Originating Coordinates: Station 'DN K'
- 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.
- Drainage Easements shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges, and landscaping plants other than grass, except for landscaping 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 affected deed.
- All platted utility essenants shall provide that such essenants shall also be essenants for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, pay, or other public utility.
- Areas of Seaback for Transportation Condors will contain no permanent structures. Such areas may be occupied on an interim basis by underground utilities (as designated and permitted by individual into owners), forcose, reference neces and bandscaping materials, or by undisturbed or appropriately managed vegetation, approved/permitted driveways or other interim uses as provided in Part 5.11.00 of the Land Development Code.
- Lands being platted herein are benefited by and subject to the following:
- Essement in favor of Tampa Electric Company recorded in Official Records Book 3243, Page 808,
  Essement Agreement by and between Phillips and Jordan, Inc., a North Carolina corporation and TowerCom Limited, a Horida limited partnership, recorded in Official Records Book
  885, Page 1339,
  Note of Establishment of the Triple Creek Community Navadowness
- coulties of Establishment of the Triple Creek Community Development District recorded in Official Records Book 17778, Page 881; Notice of Boundary Amendment of the Triple Creek Coulties of Establishment of the Stablishment of the Triple Creek (Establishment recorded in Official Records Book 12526, Page 1044 and Amended Holder of Establishment recorded in Official Records Incurrent No. 2021;456747.

  1. Terms, coverants, conditions, restrictions, assessments, and possible liters created by any at 81 centre of the Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions of Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restriction of Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, as supplemental and Restrictions for Triple Creek, recorded in Official Records Book 1814.7, Page 1825, pa

# 30ARD OF COUNTY COMMISSIONERS

This plat has been approved for recordation

# CLERK OF CIRCUIT COURT

County of Hillsborough State of Florida

I 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.

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

# 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.

wey	rida
Section,	
Geospatial	nal Surveyo
& Land	or and
d Acquisition	rolessional Surveyor and Mapper, License No.
isition Services	ense No.
ly Section, Geospatial & Land Acquisition Services Department, Hillsb	
Hillsborough C	
Coun	

Reviewed by:

AMERRITT, INC.
LAND SURVEYING & MAPPING
CONTRACT AND ADDRESSED IN 18778
3010 W. Jacob Street, Suit 150
Photic (a) 1212-5200
Photic (a) 1212-5200 Job No.: AMI-LCF-TC-013
File Name: P\TripleCreek\TC-VILLAGE Q-01

SHEET 1 OF 38 SHEETS

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

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 complies with all the survey requirements of Chapter 177, Part I, Florida Stautes, and the Hillsborough County Land Development Code; and that Permanent Reference Monuments (P.R.M.'s) were set on the development Code; and that Permanent Reference, Monuments (P.R.M.'s) were set on the development Code; and that the "P.C.P.'s' (Permanent Control Politics) as shown hereon, and that the "P.C.P.'s' (Permanent Control Politics) as shown hereon, and that the "P.C.P.'s' (Permanent Control Politics) as shown hereon, and that the "P.C.P.'s' (Permanent Control Politics) as well as the production of lot comers, points of intersection and changes of direction of lines within the subdivision as required by said Chapter 177 of the Florida Stautes will be set within the time allotted in 177.091 (8) (9), or pursuant to terms of bond.

SURVEYOR'S CERTIFICATION

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

PAGE

# SECTION 36, TOWNSHIP 30 SOUTH, RANGE 20 EAST HILLSBOROUGH COUNTY, FLORIDA SECTIONS 1 AND 2, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND

# TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "A-1"	(CDD) RIGHT-OF-WAY; WETLAND CONSERVATION AREA;	8.074 Ac.±
TRACT "B-52"	(CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA; UTILITY EASEMENT	1.383 Ac.±
TRACT "B-67"	(CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; WETLAND CONSERVATION AREA; UTILITY EASEMENT	5,504 Ac,±
TRACT "B-72"	(CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; WETLAND CONSERVATION AREA; WETLAND CONSERVATION SETBACK AREA; (CDD) OPEN SPACE; (CDD) OPEN SPACE	71.476 Ac.±
TRACT "B-75"	(CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT	3.583 Ac.±
TRACT "B-76"	(CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA; UTILITY EASEMENT	1,664 Ac,±
TRACT "B-77"	(CDD) OPEN SPACE; UTILITY EASEMENT	0.073 Ac.±
TRACT "B-78"	(CDD) DRAINAGE AREA; (PUBLIC) DRAINAGE EASEMENT; WETLAND CONSERVATION AREA; UTILITY EASEMENT	8.846 Ac.±
TRACT "B-79"	(CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA; UTILITY EASEMENT	2.283 Ac.±
TRACT "B-80"	(CDD) DRAINAGE AREA; WETLAND CONSERVATION AREA; UTILITY EASEMENT	5.007 Ac.±
TRACT "D-1"	(CDD) OPEN SPACE AND LANDSCAPE/SIGN AREA; UTILITY EASEMENT	0.034 Ac.±
TRACT "D-2"	(CDD) OPEN SPACE	0.170 Ac.±
TRACT "F-1	COMMERCIAL AREA; UTILITY EASEMENT	1.103 Ac.±
TRACT "R"	(CDD) RIGHT-OF-WAY	0.011 Ac.±

# PARALLEL OFFSET DIMENSIONS NOTE:

- -----EASEMENTS, BUFFERS AND OTHER SUCH LABLES AND DIMENSIONS OF A PARALLE MATURE AS SHOWN HEREON AND INDICATED TO THE MEAREST FOOT (IE. 5' LITLLITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION BUTENDED TO THE NEAREST HUNDREDTH OF A FOOT WITH NO GREATER, OR LESSER VALUE.

  (IE. 5' = 5.00°) (IE: 7.5' = 7.50°),

  THIS IS NOT INTENDED TO AFFLY TO OTHER STANDARD DIMENSIONS.
- NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subclinded 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.

# WETLAND CONSERVATION AREA NOTE:

The Wetland (Conservation/Preservation) Area shall be retained pursuant to the Hillsborough County Land Development Code (LDC) as amended; the Hillsborough County Environmental Protection Act, Chapter 84-446; and Chapter 1-11, Rules of Hillsborough County Environmental Protection Commission (EPC). In addition, a (30/50)-flow wetland setalect from the Wetland (Conservation/Preservation) Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code. Pursuant to FI. Stat. sec. 373-421(3) (2021) and Chapter 1-11 of the Rules of the EPC, wetland defineations are binding for 5 years as long as physical conditions on the property do not change so as to alter the boundaries of wetlands during that time. After 5 years, the boundaries of a Wetland (Conservation/Preservation) Area, are subject to review and modification by the EPC, and the (30/50)-flow setback shall be applied to the boundaries of the Wetland (Conservation/Preservation) Area, as revised.

DEDICATION: The undersigned, AG EHC II (LEN) MULTI STATE 1, LLC , & Delaware limited liability company, ("AG EHC II") as the tea simple owner of all lands LESS and EXCEPT ITACET 3,"-1," "D-1" and "R", and THIPLE CREEK COMMUNITY DEDICAPMENT DISTRICT, a unit of special purpose local government origanized and existing pursuant to Chapter 190, Florida Statutes, ("District or "CDD") as the fee simple owner of lands designated as ITACIS "N-1", "D-1" and "R", collectively the Owners, do hereby dedicate this plat of TRIPLE CREEK VILLAGE Q, for record and do hereby state and declare the following:

Owners do hereby dedicate to the public in general and to Hillsborough County, Florida (the "County") all (Public) streets, roads, Rights-of-Way, as shown hereon for public use.

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 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.

Owners do hereby grant to the Hillsborough County government and providers of law enforcement, fire emergency, emergency medical, mail, package delivery, solid waste/sanitation, and other similar governmental and quasi-governmental arctices, a non-exclusive access easement over and across TRACTS "A-1", "D-1" and "R", as shown hereon for ingress and egress for the performance of their official duties.

Owner does hereby state and declare the following:

Fee interest in TRACTS "B-52", "B-57", "B-72", "B-75", "B-75", "B-78", "B-90", "B-90" and "D-2", as shown hereon, which include the areas within said Tracts designanted as (CDD) lalphrod-way. (CDD) lopen Space, (CDD) Drainage Areas, (CDD) Dra

Fee interest in TRACT "A-1", "D-1" and "R" is hereby reserved by owner and will be maintained by CDD.

Fee Interest in TRACT "F-1" is hereby reserved by owner and will be maintained by AG EHC II.

The (CDD) Drainage Essements as shown hereon are hereby reserved by Owner for conveyance by separate instrument to the Triple Creek Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or 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 will be privately maintained.

TRACTS "A-1", "B-52", "B-67", "B-72", "B-75", "B-76", "B-77", "B-78", "B-80", "D-1", "D-2", "R" and "F-1", including all Areas and Easements 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 mailtenance 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, Florida Statutes or other custodial and maintenance entity.

		OWNER -
	By:	AGI
its Authorized Agent	Essential Housing Asset Management, LLC, an Arizona limited liability company,	ER - AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

S. Benson, Its Manager Witness Witness	S. Benson, its Manager	Witness	Witness
----------------------------------------	------------------------	---------	---------

Printed Name

Printed Name

By:

Steven

ACKNOWLEDGEMENT: State of Arizona, County of Maricopa

(Printed Name of Notary) Notary Public, State of Florida at Large My Commission expires:

Certificate of Authorization Number 18 7778
South N

SHEET 2 OF 38 SHEETS

