

**SUBJECT:** Triple Creek Village O On-Site and Off-Site **PI#5876**  
**DEPARTMENT:** Development Review Division of Development Services Department  
**SECTION:** Project Review & Processing  
**BOARD DATE:** February 13, 2024  
**CONTACT:** Lee Ann Kennedy

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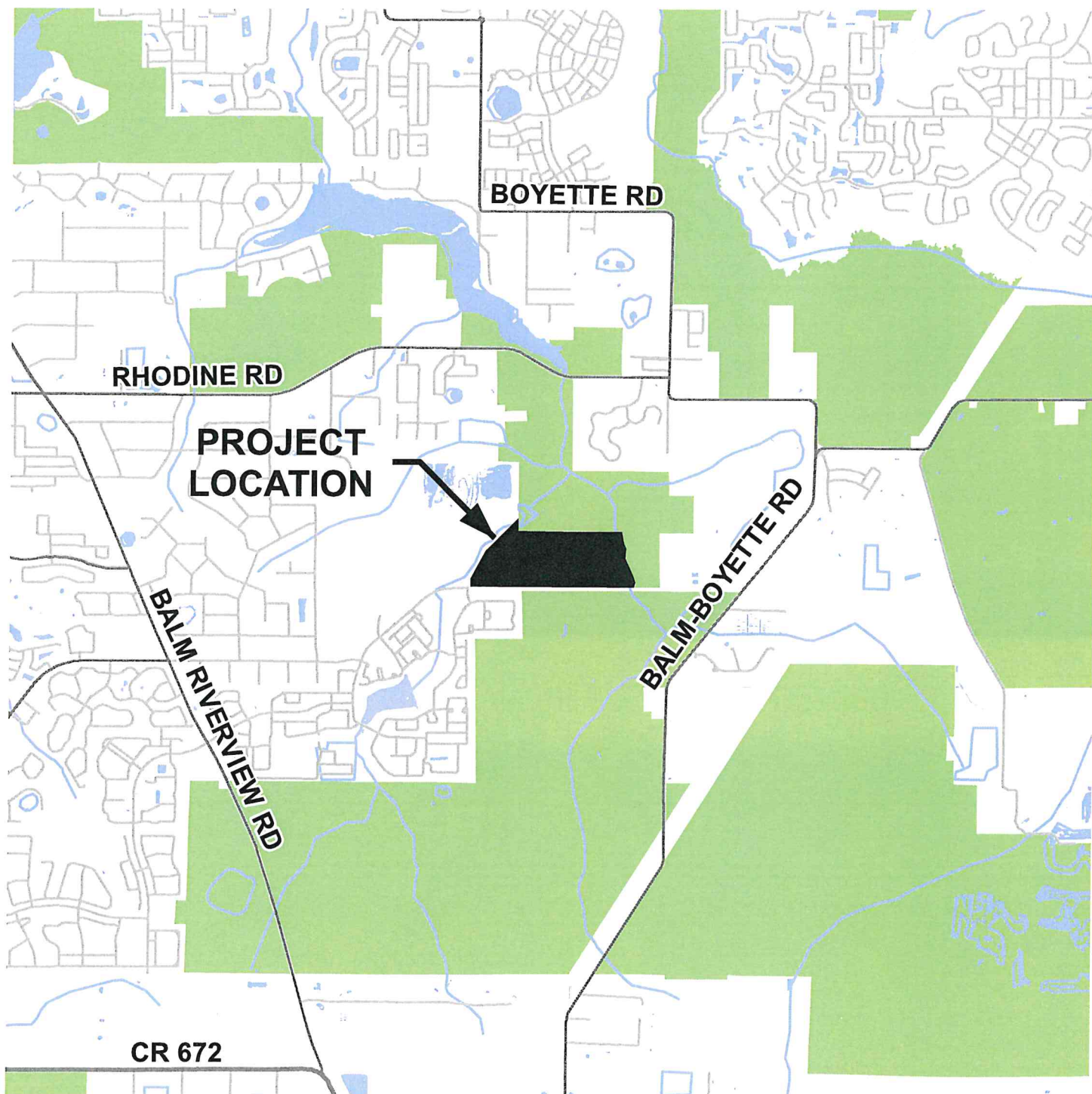
**RECOMMENDATION:**

Accept the plat for recording for Triple Creek Village O On-Site and Off-Site, located in Section 1,6, Township 31, and Range 20,21, and grant permission to the Development Review Division of Development Services Department to administratively accept the On-site and Off-site Improvement Facilities (On-site roads, drainage, water, and wastewater along with 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 an On-site Performance Bond in the amount of \$82,257.00 and an Off-site Performance Bond in the amount of \$44,026.00, also an On-site Warranty Bond in the amount of \$171,526.00 and an Off-site Warranty Bond in the amount of \$87,505.00 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 \$8,210.00 and authorize the Chairman to execute the Subdivider's Agreement for Performance - Placement of Lot Corners.

School Concurrency was approved for based on a Developer Agreement and a payment of \$340,974.00 was made on January 19, 2024.

**BACKGROUND:**

On January 30, 2023, Permission to Construct Prior to Platting was issued for Triple Creek Village O On-Site and Off-Site, after construction plan review was completed on January 4, 2023. The developer has submitted the required Bonds, which the County Attorney's Office has reviewed and approved. The developer is HBWB Development Services, LLC and TC Venture 1, 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
HBWB Development Services, LLC and TC Venture 1, LLC c/o Green Pointe Holdings, LLC  
hereinafter referred to, **jointly and severally**, as the "Subdivider" and Hillsborough County, a political subdivision of the  
State of Florida, hereinafter referred to as the "County."

### Witnesseth

**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 Triple Creek Village O  
\_\_\_\_\_ (hereafter, the "Subdivision"); 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 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 aforementioned off-site and on-site improvements as  
required in connection with the 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:

Roadway, Stormwater Drainage Systems, Sidewalks, Roads/Streets, Sanitary Gravity Sewer System, Water Mains/Services, Sanitary Sewer Distribution System

\_\_\_\_\_  
(hereafter, 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  
County Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and  
made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install the on-site and off-site improvements

required within and in connection with the Subdivision, within 6 (Six) 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 County Improvements constructed in connection with the 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 County Improvements thereafter comply with the technical specifications contained in the LDC established by the County.
4. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County, an instrument ensuring the performance and a separate instrument providing a warranty of the obligations described in paragraphs 2 and 3 respectively above, specifically identified as:
  - a. Letters of Credit, number \_\_\_\_\_, dated \_\_\_\_\_ and number \_\_\_\_\_ dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_
  - b. A Performance Bond, number(s) 5370849 (HBWB Onsite Only) and LICX1975561 (TC Venture 1 LLC Offsite Only) dated, 11/29/2023, 12/01/2023 with HBWB Development Services LLC/TC Venture 1, LLC as Principal, and Great American Insurance Company/ Lexcon Insurance Company as Surety, or  
A Warranty Bond, number(s) 5370847 (HBWB Onsite Only) and LICX1975562 (TC Venture 1 LLC Offsite Only) dated, 11/29/2023 & 12/01/2023 with HBWB Development Services LLC & TC Venture 1, LLC as Principal, and Great American Insurance Company/Lexcon Insurance Company as Surety, or
  - c. Cashier/Certified Checks, number \_\_\_\_\_, dated \_\_\_\_\_ and \_\_\_\_\_ 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 letter of credit, performance and warranty bonds, escrow agreements, or cashier/certified checks is attached hereto and by reference made a part hereof.

5. Once construction is completed, the Subdivider shall submit a written certification, signed and sealed by the Engineer-of-Record, stating that the improvements are constructed in accordance with:
  - a. The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
  - b. All applicable County regulations relating to the construction of improvement facilities.

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

6. Should the Subdivider seek and the County grant, pursuant to the terms contained in the LDC, an extension of time period established for construction of those 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 its obligations under this Agreement as set forth in paragraph 2 and as required by the LDC, the Subdivider shall be liable to pay for the cost of construction and installation of the improvements to the final total cost including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of the Subdivider to carry out and execute all of the provisions of this Agreement and the provisions of the LDC.
  8. In the event the Subdivider shall fail or neglect to fulfill its obligations under this Agreement as set forth in paragraph 3 and as required by the LDC, the Subdivider shall be liable to pay for the cost of reconstruction of defective 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.
  9. The County agrees, pursuant to the terms contained in the LDC, to record the plat of the Subdivision at such time as the plat complies with the provisions of the LDC and has been approved in the manner prescribed therein.
  10. The County agrees, pursuant to the terms contained in the LDC, to accept the 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.
  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 Services Department that all necessary inspections have been completed and are satisfactory, and that no discrepancies exist between the constructed improvements and the Engineer's Certification; and
    - c. Provide that all applicable provisions of the LDC have been met.
  12. In the event that the improvement facilities are completed prior to the end of the construction period described in paragraph 2, the Subdivider may request that the County accept the 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 warranty instrument on behalf of the County, and release the original warranty instrument received pursuant to this Agreement, where appropriate. All portions of this Agreement pertaining to the warranty shall apply to any new or amended warranty instrument accepted pursuant to this paragraph.
  13. If any article, section, clause or provision of this Agreement may be deemed or held invalid by any court of competent jurisdiction for any reason or cause, the same shall not affect or invalidate the remaining portions of this Agreement, which shall remain in full force and effect.
  14. This document contains the entire agreement of these parties. It shall not be modified or altered except in writing signed by the parties.

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

ATTEST:

Subdivider:

Sydney E Burken  
Witness Signature

By Elizabeth Bradburn  
Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Sydney E Burken  
Printed Name of Witness

Elizabeth Bradburn

Name (typed, printed or stamped)

Maria L Smith  
Witness Signature

CFO

Title

Maria L Smith  
Printed Name of Witness

4065 Crescent Park Drive, Riverview, FL 33578

Address of Signer

813-999-1568

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL  
(When Appropriate)

ATTEST:

CINDY STUART  
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

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

APPROVED BY THE COUNTY ATTORNEY

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

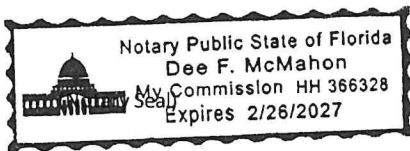
**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this19th day of January, 2024, by Elizabeth Bradburn as  
(day) (month) (year) (name of person acknowledging)CFO for HBWB Development Services, LLC  
(type of authority, ...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced



(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

HH366328  
(Commission Number)2-26-2027  
(Expiration Date)**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_  
(day) (month) (year) (name of person acknowledging)☐ Personally Known OR ☐ Produced Identification

Type of Identification Produced

(Notary Seal)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Commission Number)

(Expiration Date)

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

ATTEST:



Witness Signature

Garrison Burr

Printed Name of Witness



Witness Signature

Bruce Noble

Printed Name of Witness

Subdivider:

By 

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

JAMES P. MCGOWAN

Name (typed, printed or stamped)

Vice President TC Ventures I, LLC

Title

7807 Baymeadow E Suite 205  
Address of Signer Jacksonville, FL

239-340-6750

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS

HILLSBOROUGH COUNTY, FLORIDA

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

Deputy Clerk

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

Chair

**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

5th day of February, 2024, by James McGowan as

(day)

(month)

(year)

(name of person acknowledging)

Vice president for TC Venture I, LLC

(type of authority,....e.g. officer, trustee, attorney in fact)

(name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

[Signature]

(Signature of Notary Public - State of Florida)

Type of Identification Produced

Garrison Burr

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)



HH 308772

(Commission Number)

9/5/2026

(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ 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 - ON SITE

KNOW ALL MEN BY THESE PRESENTS, That we HBWB Development Services, LLC

called the Principal, and Great American Insurance Company

called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Eighty-two Thousand Two Hundred Fifty-seven and 00/100 (\$ 82,257.00 ) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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

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

WHEREAS, these subdivision regulations require the construction of improvements in connection with the platting of the Triple Creek Village O 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.

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 O subdivision all grading, paving, curbing of streets, alleys or other rights-of-way shown on such plat, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in the platted area in exact accordance with the drawings, plans, specifications, and other data and information filed with the Development Review Division of Development Services Department of Hillsborough County by the Principal, and shall complete all of said building, construction, and installation within Six (6) 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 September 16, 2024.

SIGNED, SEALED AND DATED this 29th day of November, 2023.

ATTEST:

T.K. Gessner

HBWB Development Services, LLC

By [Signature]  
Principal Seal

Great American Insurance Company

Surety Seal

ATTEST:

Helena Beam

By [Signature]  
Attorney-in-Fact Seal

APPROVED BY THE COUNTY ATTORNEY

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

Mary Martha Langley, Attorney-in-Fact and Florida Licensed Resident Agent

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Stephen C. Beraha*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of November, 2023.



*Stephen C. Beraha*

Assistant Secretary



# TRIPLE CREEK - VILLAGE O PERFORMANCE

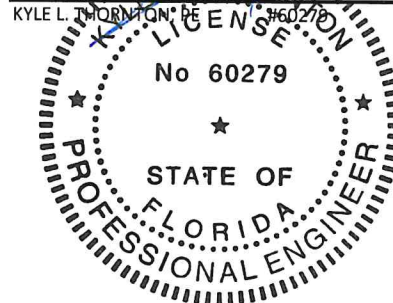
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

ONSITE

NOVEMBER 13, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ONSITE ROADWAY</b>				
1.01	Concrete Sidewalk (REINFORCED)	2,300	SF	\$5.43	\$12,489.00
1.02	ADA Ramps (5' wide)	10	Each	\$1,197.93	\$11,979.30
1.03	Signage and Striping	1	LS	\$2,415.60	\$2,415.60
	<b>ONSITE ROADWAY TOTAL</b>				<b>\$26,883.90</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	Chlorination & Pressure Testing	1	LS	\$4,345.56	\$4,345.56
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$4,345.56</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	Infil/Exfil Testing	1	LS	\$3,488.40	\$3,488.40
3.02	PRESSURE TESTING (FM)	1	LS	\$3,247.90	\$3,247.90
3.03	Televise Sanitary Sewer (CCTV)	2,584	LF	\$2.63	\$6,795.92
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$10,043.82</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	Televise Storm Sewer (CCTV)	3,656	LF	\$6.71	\$24,531.76
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$24,531.76</b>
<b>Grand Total</b>					<b>\$65,805.04</b>
PERFORMANCE BOND				125%	\$82,257



## SUBDIVISION PERFORMANCE BOND - OFF-SITE

KNOW ALL MEN BY THESE PRESENTS, That we TC Venture 1, LLC

\_\_\_\_\_ called the Principal, and Lexon Insurance Company

\_\_\_\_\_ called the Surety, are held and firmly bound unto the BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA, in the sum of Forty-Four Thousand Twenty-Six and 00/100----- (\$ 44,026.00 ) Dollars for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted land development 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 regulations affect the subdivision of land within the unincorporated areas of Hillsborough County; and

WHEREAS, these regulations require the construction of off-site improvements in connection with the platting of 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, 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 in connection with the platting of the Triple Creek Village O \_\_\_\_\_ subdivision; 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.




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

- A. If the Principal shall well and truly build, construct, and install in connection with the platted area known as Triple Creek Village O subdivision all grading, paving, curbing of streets, alleys or other rights-of-way, sidewalks, bridges, culverts, gutters, water and wastewater and other necessary drainage facilities, to be built and constructed in connection with the platted area 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 6 (six) months from the date that the Board of County Commissioners approves the final plat 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 September 16, 2024.

SIGNED, SEALED AND DATED this 1st day of December, 2023.

ATTEST:



TC Venture 1, LLC

By: 

Principal Seal

Lexon Insurance Company

ATTEST:



By: 

Susan Ritter, Attorney-in-Fact Surety Seal

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hintzman, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsy Hoagland, Jacob Motto, Jennifer Edwards** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

**Endurance Assurance Corporation**

By:   
 Richard Appel; SVP & Senior Counsel



**Endurance American Insurance Company**

By:   
 Richard Appel; SVP & Senior Counsel



**Lexon Insurance Company**

By:   
 Richard Appel; SVP & Senior Counsel



**Bond Safeguard Insurance Company**

By:   
 Richard Appel; SVP & Senior Counsel



### ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:   
 Amy Taylor, Notary Public - My Commission Expires 3/9/27



### CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15<sup>th</sup> day of December, 2023

By:   
 Daniel S. Lurie, Secretary

### NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



**SUBDIVISION WARRANTY BOND - ON SITE**KNOW ALL MEN BY THESE PRESENTS, that we HBWB Development Services, LLCcalled the Principal, and Great American InsuranceCompanycalled the Surety, are held and firmly bound unto the

**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA,** in the sum of One Hundred Seventy-one Thousand Five Hundred Twenty-six and 00/100 (\$ 171,526.00 ) Dollars for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**WHEREAS,** the Board of County Commissioners of Hillsborough County has established subdivision regulations pursuant to authority in 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 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 improvement facilities for maintenance in the approved platted subdivision known as Triple Creek Village O. The improvement facilities to be accepted, hereafter referred to as the "Improvements" are as follows: Roads, Water Mains, Sewer, Stormwater; 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 for Warranty of the Required Improvements", 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, in the approved platted subdivision known as Triple Creek Village O 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 September 16, 2026.

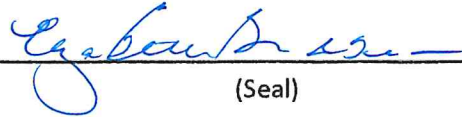
SIGNED, SEALED AND DATED this 29th day of November, 2023.

ATTEST:

HBWB Development Services, LLC



Principal Signature

  
(Seal)

Great American Insurance Company

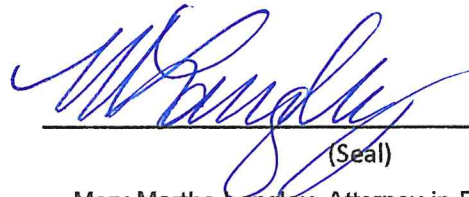
Surety Signature

(Seal)

ATTEST:

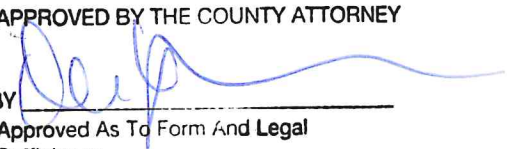


Attorney-in-fact Signature

  
(Seal)

Mary Martha Langley, Attorney-in-Fact and  
Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY   
Approved As To Form And Legal  
Sufficiency.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.



*Stephen C. Beraha*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of November, 2023



*Stephen C. Beraha*

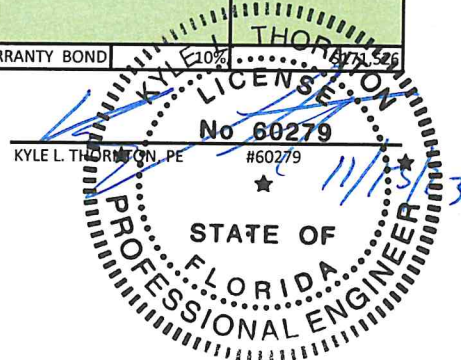
Assistant Secretary



<p align="center"><b>TRIPLE CREEK - VILLAGE O WARRANTY</b>  Hillsborough County, FL  Engineer's Opinion of Probable Construction Cost - Public Improvements  <b>ONSITE</b>  <b>NOVEMBER 13, 2023</b></p>					
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>ONSITE ROADWAY</b>				
1.01	1.75" Type SP-12.5 Asphalt Surface	7,743	SY	\$10.78	\$83,469.54
1.02	7" Plant Mixed Soil Cement	7,743	SY	\$17.93	\$138,831.99
1.03	12" Compacted Subgrade (LBR 20)	7,743	SY	\$1.01	\$7,820.43
1.04	Miami Curb w/Stabilization	5,755	LF	\$13.75	\$79,131.25
1.05	VALLEY GUTTER (FDOT)	567	SF	\$13.40	\$7,597.80
1.06	Concrete Sidewalk (REINFORCED)	2,300	SF	\$5.43	\$12,489.00
1.07	ADA Ramps (5' wide)	10	Each	\$1,197.93	\$11,979.30
1.08	Signage and Striping	1	LS	\$2,415.60	\$2,415.60
	<b>ONSITE ROADWAY TOTAL</b>				<b>\$343,734.91</b>
<b>2.00</b>	<b>POTABLE WATER SYSTEM</b>				
2.01	2" PVC WATERMAIN (LIFT STATION WATER SERVICE)	1	LS	\$ 3,970.16	\$3,970.16
2.02	4" PVC WATERMAIN	912	LF	\$ 19.31	\$17,610.72
2.03	6" PVC WATERMAIN	2,368	LF	\$ 27.75	\$65,712.00
2.04	8" PVC WATERMAIN	453	LF	\$ 55.76	\$25,259.28
2.05	4" DIP WATERMAIN	10	LF	\$ 46.64	\$466.40
2.06	6" DIP	40	LF	\$ 35.16	\$1,406.40
2.07	8" DIP WATERMAIN	10	LF	\$ 46.35	\$463.50
2.08	6" X 2" TEE FITTING	1	Each	\$ 459.70	\$459.70
2.09	8" X 4" TEE FITTING	1	Each	\$ 665.10	\$665.10
2.10	8" X 6" TEE FITTING	1	Each	\$ 725.24	\$725.24
2.11	4" BEND FITTING	18	Each	\$ 294.90	\$5,308.20
2.12	6" BEND FITTING	42	Each	\$ 311.05	\$13,064.10
2.13	8" BEND FITTING	7	Each	\$ 521.72	\$3,652.04
2.14	8" X 4" REDUCER FITTING	1	Each	\$ 408.85	\$408.85
2.15	FIRE HYDRANT ASSEMBLY	4	Each	\$ 5,790.66	\$23,162.64
2.16	SINGLE SERVICE, SHORT SIDE	43	Each	\$ 353.46	\$15,198.78
2.17	SINGLE SERVICE, LONG SIDE	21	Each	\$ 477.20	\$10,021.20
	<b>POTABLE WATER SYSTEM TOTAL</b>				<b>\$187,554.31</b>
<b>3.00</b>	<b>SANITARY SEWER SYSTEM</b>				
3.01	8" PVC, SDR 26 (0'-14' CUT)	2,477	LF	\$39.75	\$98,460.75
3.02	8" PVC, C900 DR 18 (0'-14' CUT)	107	LF	\$55.18	\$5,904.26
3.03	4' SANITARY MANHOLE (0'-14' CUT)	13	Each	\$4,931.19	\$64,105.47
3.04	8" PVC, C-900 FM	1,595	LF	\$38.07	\$60,721.65
3.05	8" PLUG VALVE	3	Each	\$2,576.46	\$7,729.38
3.06	8" BEND	30	Each	\$803.14	\$24,094.20
3.07	INFILL PUMP STATION - PUBLIC	1	LS	\$585,990.80	\$585,990.80
3.08	SINGLE SERVICE (HILLSBOROUGH COUNTY)	12	Each	\$941.47	\$11,297.64
3.09	DOUBLE SERVICE (HILLSBOROUGH COUNTY)	26	Each	\$1,315.39	\$34,200.14
	<b>SANITARY SEWER SYSTEM TOTAL</b>				<b>\$892,504.29</b>
<b>4.00</b>	<b>STORM DRAINAGE SYSTEM</b>				
4.01	15" CLASS III RCP	84	LF	\$ 47.47	\$3,987.48
4.02	18" CLASS III RCP	163	LF	\$ 56.08	\$9,141.04
4.03	30" CLASS III RCP	941	LF	\$ 97.15	\$91,418.15
4.04	36" CLASS III RCP	428	LF	\$ 124.93	\$53,470.04
4.05	42" CLASS III RCP	204	LF	\$ 157.88	\$32,207.52
4.06	HILLSBOROUGH CO. TYPE 1 CURB INLET	12	Each	\$ 6,317.31	\$75,807.72
4.07	STORM MANHOLE	3	Each	\$ 6,929.87	\$20,789.61
4.08	42" FDOT FES	1	Each	\$ 4,641.20	\$4,641.20
	<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>\$291,462.76</b>
<b>Grand Total</b>					<b>\$1,715,256</b>



WARRANTY BOND



\_\_\_\_\_ called the Principal, and Lexon Insurance Company  
 \_\_\_\_\_ called the Surety, are held and firmly bound unto the  
**BOARD OF COUNTY COMMISSIONERS OF HILLSBOROUGH COUNTY, FLORIDA**, in the sum of  
Eighty-Seven Thousand Five Hundred Five and 00/100----- (\$ 87,505.00 ) Dollars for the payment of which  
 we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

06/2021

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 September 16, 2026.

SIGNED, SEALED AND DATED this 1st day of December, 2023.

ATTEST:



TC Venture 1, LLC

By: 

Principal

Seal

Lexon Insurance Company

ATTEST:



By: 

Susan Ritter, Attorney-in-Fact

Surety

Seal

APPROVED BY THE COUNTY ATTORNEY

BY 

Approved As To Form And Legal Sufficiency.



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hintzman, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsy Hoagland, Jacob Motto, Jennifer Edwards** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

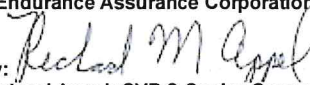
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

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RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

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**Endurance Assurance Corporation**  
By:   
Richard Appel; SVP & Senior Counsel



**Endurance American Insurance Company**  
By:   
Richard Appel; SVP & Senior Counsel



**Lexon Insurance Company**  
By:   
Richard Appel; SVP & Senior Counsel



**Bond Safeguard Insurance Company**  
By:   
Richard Appel; SVP & Senior Counsel



#### ACKNOWLEDGEMENT

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:   
Amy Taylor, Notary Public - My Commission Expires 3/9/27



#### CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15<sup>th</sup> day of December, 2023.

By:   
Daniel S. Kurie, Secretary

#### NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: [LexonClaimAdministration@sompo-intl.com](mailto:LexonClaimAdministration@sompo-intl.com)

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

# TRIPLE CREEK - VILLAGE O PERFORMANCE

Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

OFFSITE

NOVEMBER 13, 2023

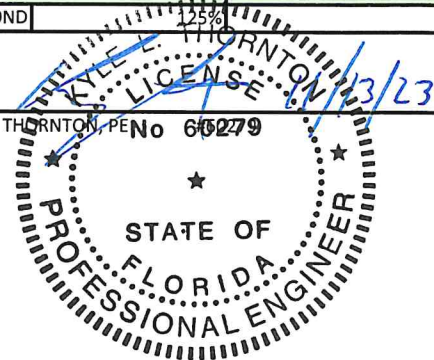
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
1.00	OFFSITE ROADWAY				
1.01	ADA Ramps (5' wide)	2	Each	\$1,533.09	\$3,066.18
1.02	Signage and Striping	1	LS	\$32,154.32	\$32,154.32
	OFFSITE ROADWAY TOTAL				\$35,220.50
Grand Total					\$35,220.50

PERFORMANCE BOND

\$44,026



KYLE L. THORNTON, PE No 60279





# TRIPLE CREEK - VILLAGE O WARRANTY

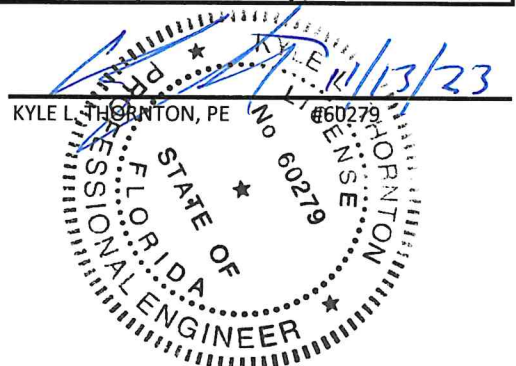
Hillsborough County, FL

Engineer's Opinion of Probable Construction Cost - Public Improvements

OFFSITE

NOVEMBER 13, 2023

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT COST	CONTRACT VALUE
<b>1.00</b>	<b>OFFSITE ROADWAY</b>				
1.01	1" ASPHALT TYPE FC-9.5 -COLLECTOR RD	6,923	SY	\$9.12	\$63,137.76
1.02	2" ASPHALT TYPE SP-12.5 -COLLECTOR RD	6,923	SY	\$12.46	\$86,260.58
1.03	8" CRUCHED CONCRETE (LBR 150) -COLLECTOR RD	6,923	SY	\$15.53	\$107,514.19
1.04	12" STABILIZED SUBGRADE (LBR 40) -COLLECTOR RD	6,923	LF	\$7.81	\$54,068.63
1.05	FDOT Type F Curb	3,379	LF	\$17.26	\$58,321.54
1.06	Concrete Sidewalk (REINFORCED)	21,988	SF	\$5.43	\$119,394.84
1.07	ADA Ramps (5' wide)	2	Each	\$1,533.09	\$3,066.18
1.08	Signage and Striping	1	LS	\$32,154.32	\$32,154.32
	<b>OFFSITE ROADWAY TOTAL</b>				<b>\$523,918.04</b>
<b>2.00</b>	<b>OFFSITE STORM</b>				
2.01	15" CLASS III RCP	48	LF	\$ 47.47	\$2,278.56
2.02	18" CLASS III RCP	96	LF	\$ 56.08	\$5,383.68
2.03	36" CLASS III RCP	680	LF	\$ 124.93	\$84,952.40
2.04	42" CLASS III RCP	1,012	LF	\$ 157.88	\$159,774.56
2.05	HILLSBOROUGH CO. TYPE 4 CURB INLET	8	Each	\$ 10,029.56	\$80,236.48
2.06	STORM MANHOLE	2	Each	\$ 6,929.87	\$13,859.74
2.07	42" FDOT FES	1	Each	\$ 4,641.20	\$4,641.20
	<b>OFFSITE ROADWAY TOTAL</b>				<b>\$351,126.62</b>
<b>Grand Total</b>					<b>\$875,045</b>
WARRANTY BOND				10%	\$87,505



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

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between HBWB Development Services, LLC, hereinafter referred to as the "Subdivider" and Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

### Witnesseth

**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 Triple Creek Village O (hereafter referred to as the "Subdivision"); 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 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, to gain approval of the County to record said plat, and to gain acceptance for maintenance by the County of the aforementioned Improvements, the Subdivider and County agree as follows:

1. The terms, conditions and regulations contained in the LDC, are hereby incorporated by reference and made a part of this Agreement.
2. The Subdivider agrees to well and truly build, construct and install in the Subdivision, within Six (6) months from and after the date that the Board of County Commissioners approves the final plat and accepts the performance bond rendered pursuant to paragraph 3, below, all lot corners as required by Florida Statutes.
3. The Subdivider agrees to, and in accordance with the requirements of the LDC does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2, above, specifically identified as:
  - a. Letter of Credit, number \_\_\_\_\_, dated \_\_\_\_\_, with \_\_\_\_\_ by order of \_\_\_\_\_,
  - b. A Performance Bond, number 5370848 dated, 11/29/23 with \_\_\_\_\_ HBWB Development Services, LLC as Principal, and \_\_\_\_\_ Great American Insurance Company as Surety, or
  - c. Escrow agreement, dated \_\_\_\_\_, between, \_\_\_\_\_ and the County, or
  - c. 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 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.

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

ATTEST:

Subdivider:

T.K. Gessner

Witness Signature

T.K. Gessner

Printed Name of Witness

Janet Lee Chattin

Witness Signature

Janet Lee Chattin

Printed Name of Witness

By Elizabeth Bradburn

Authorized Corporate Officer or Individual  
(Sign before Notary Public and 2 Witnesses)

Elizabeth Bradburn

Name (typed, printed or stamped)

CFO

Title

4065 Crescent Park Drive, Riverview, FL 33578

Address of Signer

813-999-1568

Phone Number of Signer

NOTARY PUBLIC

CORPORATE SEAL

(When Appropriate)

ATTEST:

CINDY STUART

Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY, FLORIDA

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

Deputy Clerk

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

Chair

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal  
Sufficiency.



**Representative Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

1<sup>st</sup> day of December, 2023, by Elizabeth Bradburn as

(day) (month) (year)

(name of person acknowledging)

CFO for

(type of authority,...e.g. officer, trustee, attorney in fact)

ABWB Development Services LLC.

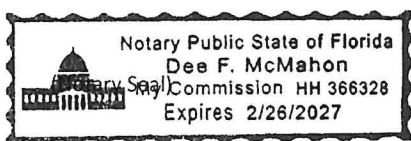
(name of party on behalf of whom instrument was executed)

☒ Personally Known OR ☐ Produced Identification

[Signature]  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
Type of Identification Produced

Dee F. McMahon  
(Print, Type, or Stamp Commissioned Name of Notary Public)



HH 366328  
(Commission Number)

2.26.2027  
(Expiration Date)

**Individual Acknowledgement**

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ 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)



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 O 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 Six (6) 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 September 16, 2024.

SIGNED, SEALED AND DATED this 29th day of November, 2023.

ATTEST:

Tik Gerson

HBWB Development Services, LLC

BY: [Signature]

PRINCIPAL

(SEAL)

Great American Insurance Company

SURETY

(SEAL)

ATTEST:

Helen Beam

[Signature]  
ATTORNEY-IN-FACT (SEAL)

Mary Martha Langley, Attorney-in-Fact and  
Florida Licensed Resident Agent

APPROVED BY THE COUNTY ATTORNEY

BY [Signature]

Approved As To Form And Legal  
Sufficiency.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than FOUR

No. 0 21328

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
FREDERIC M. ARCHERD, JR.	ALL OF	ALL
TANYA L. RUSSO	TAMPA, FLORIDA	\$100,000,000
RICHARD P. RUSSO, JR.		
MARY MARTHA LANGLEY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 18TH day of JUNE, 2019.

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 18TH day of JUNE, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of November, 2023



*Steph C. B.*

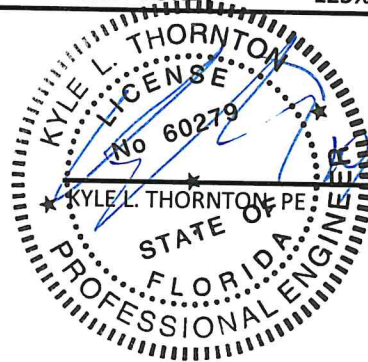
Assistant Secretary



**Triple Creek - Village O**  
**Hillsborough County, FL**  
**LOT CORNERS**

**OCTOBER 24, 2023**

1.00	<b>LOT CORNER MONUMENTATION</b>				
1.01	Monuments Installed	64.00	Per Lot	\$82.00	\$5,248.00
1.02	Monuments- Misc Tracts	4.00	Per Tract	\$70.00	\$280.00
1.03	Verification by PLS	8.00	Hours	\$130.00	\$1,040.00
	<b>TOTAL</b>				<b>\$6,568.00</b>
<b>Grand Total</b>					<b>\$6,568.00</b>
<b>PERFORMANCE BOND</b>					<b>125% \$8,210</b>



#60279

PLAT BOOK	PAGE
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1. Northing and Easting coordinates (indicated in text) as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83 - 1980 ADJUSTMENT) for the West Zone of Florida, have been established to a minimum of third order accuracy, and are supplemental data only. Originaling Coordinates: Station "DN K"

3. Drainage easements shall not contain any development improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioning, structures, utility street lighting, or other improvements. The purpose of such easements is to provide drainage for the property. Any improvement shall appear on each affected deed.
4. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

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

- a. Notice of Establishment of the Triple Creek Community Development District recorded in Official Records Book 1777A, Page 884, as affected by Notice of Establishment of the Triple Creek Community Development District recorded in Official Records Book 2335B, Page 1094, and amended Notice of Establishment of the Triple Creek Community Development District recorded in Official Records Instrument No. 2012-150747, of the Public Records of Hillsborough County, Florida.
- b. Wildlife Habitat Management Plan Triple Creek Watershed County Parks, Florida attached and forming a part of documents and as disclosed on Exhibit B of Conservation Easement recorded in Official Records Book 1806J, Page 1334, Public Records of Hillsborough County, Florida.
- c. Declaration of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records Books 1814-Z, Page 1695; as supplemented, amended at Official Records Book 1814-Z, Page 1696; as amended, amended at Official Records Book 1814-Z, Page 1697; as amended, amended at Official Records Book 1814-Z, Page 1894, First Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records Book 102T, Assignment and Assignment of Non-Exclusive Rights to Declaration of Covenants, Conditions and Restrictions for Triple Creek recorded in Official Records Book 1891F, Page 1337; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek recorded in Official Records Book 1891F, Page 1337.

42415, Page 649; Supplemental Declaration  
Supplemental Declaration to Declaration of C

This plat has been approved for recordation.

**Chairman**

County of Hillsborough  
State of Florida

borough County, Florida.

BY: \_\_\_\_\_  
Clerk of Circuit Court

BY: \_\_\_\_\_  
Deputy Clerk

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CLERK FILE NUMBER \_\_\_\_\_

**FAMEPRITTY, INC.,** (Certificate of Authorization Number LB7778)

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

Reviewed by: \_\_\_\_\_  
Elad's Prefeferential Commitment and Memory Journal

Florida Professional Surveyor and Mapper, License No. \_\_\_\_\_  
Survey Section, Geospatial & Land Acquisition Services Department, Hillsborough County

## TRIPLE CREEK VILLAGE O

PLAT BOOK PAGE

SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

TRACT DESIGNATION TABLE

TRACT	DESIGNATION	ACREAGE
TRACT "B-81"	(CDD) LANDSCAPE AREA AND OPEN SPACE; UTILITY EASEMENT	0.138 AC.±
TRACT "B-82"	(CDD) DRAINAGE AREA; (CDD) LANDSCAPE AREA AND OPEN SPACE AND CONSERVATION AREA; UPLAND PRESERVATION AREA; (PUBLIC) DRAINAGE EASEMENT; UTILITY EASEMENT	4.596 AC.±
TRACT "C-2"	(CDD) COMMUNITY GATHERING AREA; UTILITY EASEMENT	1.909 AC.±
TRACT "Z-1"	(PUBLIC) PUMP STATION SITE; UTILITY EASEMENT	0.159 AC.±
10 ADDITIONAL (PUBLIC) RIGHT-OF-WAY FOR TRIPLE CREEK BOULEVARD		0.364 AC.±

## PARALLEL OFFSET DIMENSIONS NOTE:

EASEMENTS, BUFFERS AND OTHER SUCH LABELS AND DIMENSIONS OF A PARALLEL NATURE AS SHOWN HEREON AND INDICATED TO THE NEAREST FOOT (IE: 5' UTILITY EASEMENT) ARE ASSUMED TO BE THE SAME DIMENSION EXTENDED TO THE NEAREST HUNDRETH OF A FOOT WITHIN AN EXTERIOR OR LESSER VALUE.  
(IE: 5' ± 0.00) (IE: 5' ± 0.01)  
THIS IS NOT INTENDED TO APPLY TO OTHER STANDARD DIMENSIONS.

**NOTICE:** This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in any way by any other graphic or digital form of the plat. The plat is to be used as the official record and any other 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)-foot wetland setback from the Wetland (Conservation/Preservation) Area is required and shall conform to the provisions stipulated within the Hillsborough County Land Development Code. Pursuant to Fl. Stat. sec. 373.42(13) (2021) and Chapter 1-11 of the Rules of the EPC, wetland delineations are binding for 5 years following the date of the delineation. After 5 years, the boundaries of a Wetland (Conservation/Preservation) Area shall be re-delineated. Any modification of a Wetland (Conservation/Preservation) Area shall be applied to the boundaries of the Wetland (Conservation/Preservation) Area, as revised.

**DEDICATION:** The undersigned, HMB Development Services, LLC, a Florida limited liability company, as the fee simple Owner, does hereby dedicate this plat of TRIPLE CREEK VILLAGE O, for record and do hereby state and declare the following:

Owner does hereby dedicate to the public in general and to Hillsborough County, Florida (the "County") all (public) streets, roads, Rights-of-Way and the 10' Additional (Public) Right-of-Way for Triple Creek Boulevard, as shown hereon.

TRACT "Z-1" is hereby dedicated to the County for the benefit of the public as a Pump Station site.

Owner further does 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.

Owner further does 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.

Owner does hereby state and declare the following:

Fee interests in TRACTS "B-81", "B-82" and "C-2", as shown hereon, which include the areas within said Tracts designated as Wetland Conservation Areas, Upland Preservation Areas, (CDD) Drainage Areas, (CDD) Landscape Area and Open Space, (CDD) Community Gathering Area, are hereby reserved by the Owner for conveyance by separate instrument to the Triple Creek Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes (the "District"), or other custodial and maintenance entity, subsequent to the recording of this Plat, for the benefit of the lot owners within the subdivision.

(CDD) Drainage Easements 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 "B-81", "B-82" and "C-2", 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 maintenance of Owner-reserved tracts and areas and private easements reserved by Owners will be the responsibility of the Owners, their assigns and successors in title, which may include the Triple Creek Community Development District, a unit of special purpose local government organized and existing pursuant to Chapter 190, Florida Statutes or other custodial and maintenance entity.

## HMB DEVELOPMENT SERVICES, LLC, a Florida limited liability company - OWNER

Marvin L. McHenry Jr., as President

Witness

Witness

Printed Name

Printed Name

ACKNOWLEDGEMENT: State of Florida, County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Marvin L. McHenry Jr., as President of HMB Development Services, LLC, a Florida limited liability company, on behalf of the company. Personally known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as Identification.

Notary Public, State of Florida at Large

My Commission expires:

(Printed Name of Notary)

Commission Number:

**AMERITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number 18 7778  
3010 W. Asolo Street, Suite 150  
Tampa, FL 33609  
PHONE (813) 214-5200

SHEET 2 OF 9 SHEETS

PLAT BOOK	PAGE
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**KEY SHEET**

NOTE: REFER TO THE FOLLOWING SHEETS  
OF THIS PLAT FOR DETAILED  
LABELING AND DIMENSIONING

**LEGEND**  
1. O.R. - Official Records Book

The West boundary of the Southwest 1/4 of Section 6, Township 31 South, Range 21 East, Hillsborough County, Florida, has a Grid bearing of N.00°16'12"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-1991 ADJUSTMENT) for the West Zone of Florida.

**SHEET 3 OF 9 SHEETS**

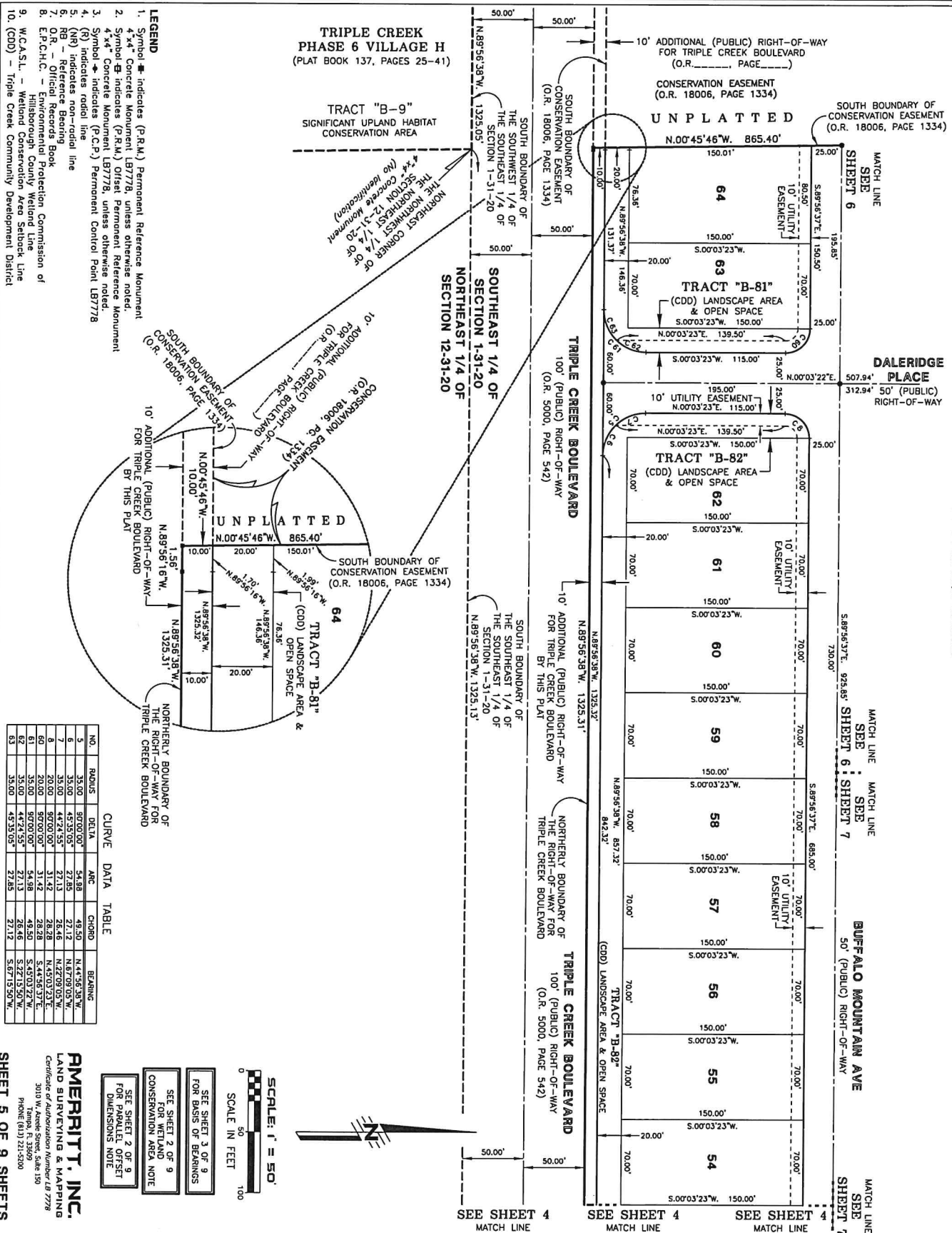


PLAT BOOK	PAGE
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SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST,  
HILLSBOROUGH COUNTY, FLORIDA

PAGE



# **TRIPLE CREEK VILLAGE O** SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA

CONSERVATION EASEMENT  
(O.R. 18006, PAGE 1334)

UNPLATTED

SOUTH BOUNDARY OF  
CONSERVATION EASEMENT  
(O.R. 18006, PAGE 1334)

CONSERVATION EASEMENT  
(O.R. 18006, PAGE 1334)

UNPLATTED

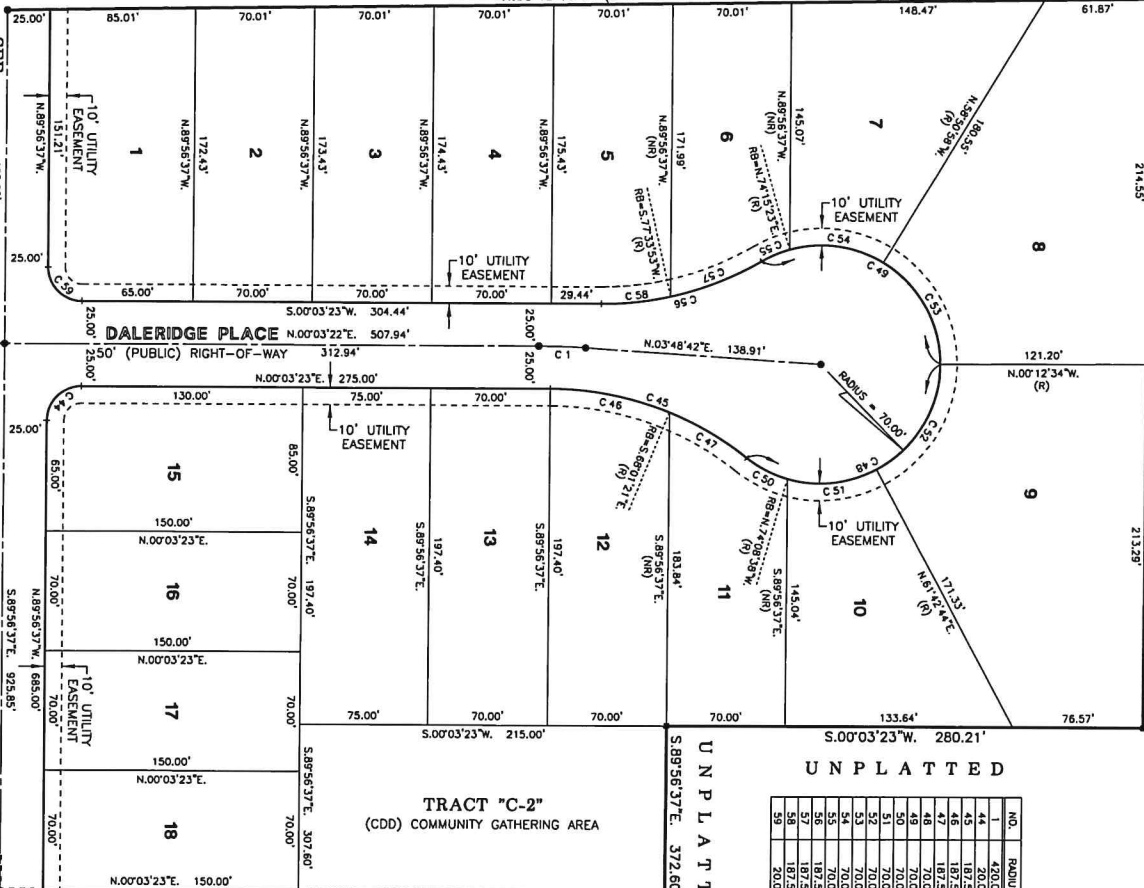
UNPLATTED

UNPLATTED

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	420.00	03°45'19"	27.53	27.52	N 01°56'02"E
2	20.00	90°00'00"	31.42	28.28	N 44°56'37"W
3	181.50	38°08'56"	124.44	122.55	N 18°07'51"E
4	181.50	21°53'12"	71.74	71.50	N 11°01'01"E
5	181.50	21°53'12"	71.74	71.50	N 11°01'01"E
6	181.50	128°24'53"	156.89	126.05	N 26°00'08"W
7	70.00	119°57'24"	146.55	121.22	S 29°48'44"W
8	70.00	22°20'56"	27.30	27.13	N 27°01'50"E
9	70.00	44°08'38"	53.93	52.61	N 06°12'57"W
10	70.00	61°53'19"	73.65	72.02	N 59°14'55"W
11	70.00	48°53'35"	68.56	66.56	S 60°28'14"W
12	70.00	14°25'21"	17.62	17.57	S 22°52'18"E
13	181.50	30°13'21"	98.80	97.76	S 15°03'18"E
14	181.50	17°43'51"	56.02	57.79	S 21°18'03"E
15	181.50	12°28'30"	40.88	40.80	S 08°11'22"E
16	20.00	90°00'00"	31.42	28.28	S 45°03'23"W

CURVE DATA TABLE

TRACT "C-2"  
(CDD) COMMUNITY GATHERING AREA



## **LEGEND**

1. Symbol  $\star$  indicates (P.R.M.) Permanent Reference Monument
2. Symbol  $\star$  indicates (P.R.M.) unless otherwise noted.
3. Symbol  $\star$  indicates (P.R.M.) unless otherwise noted.
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. RB - Reference Bearing
7. O.R. - Official Records Book
8. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
9. W.C.A.S.L. - Wetland Conservation Area Satback Line
10. (CDD) - Triple Creek Community Development District

SCALE: 1" = 50'  
SCALE IN FEET



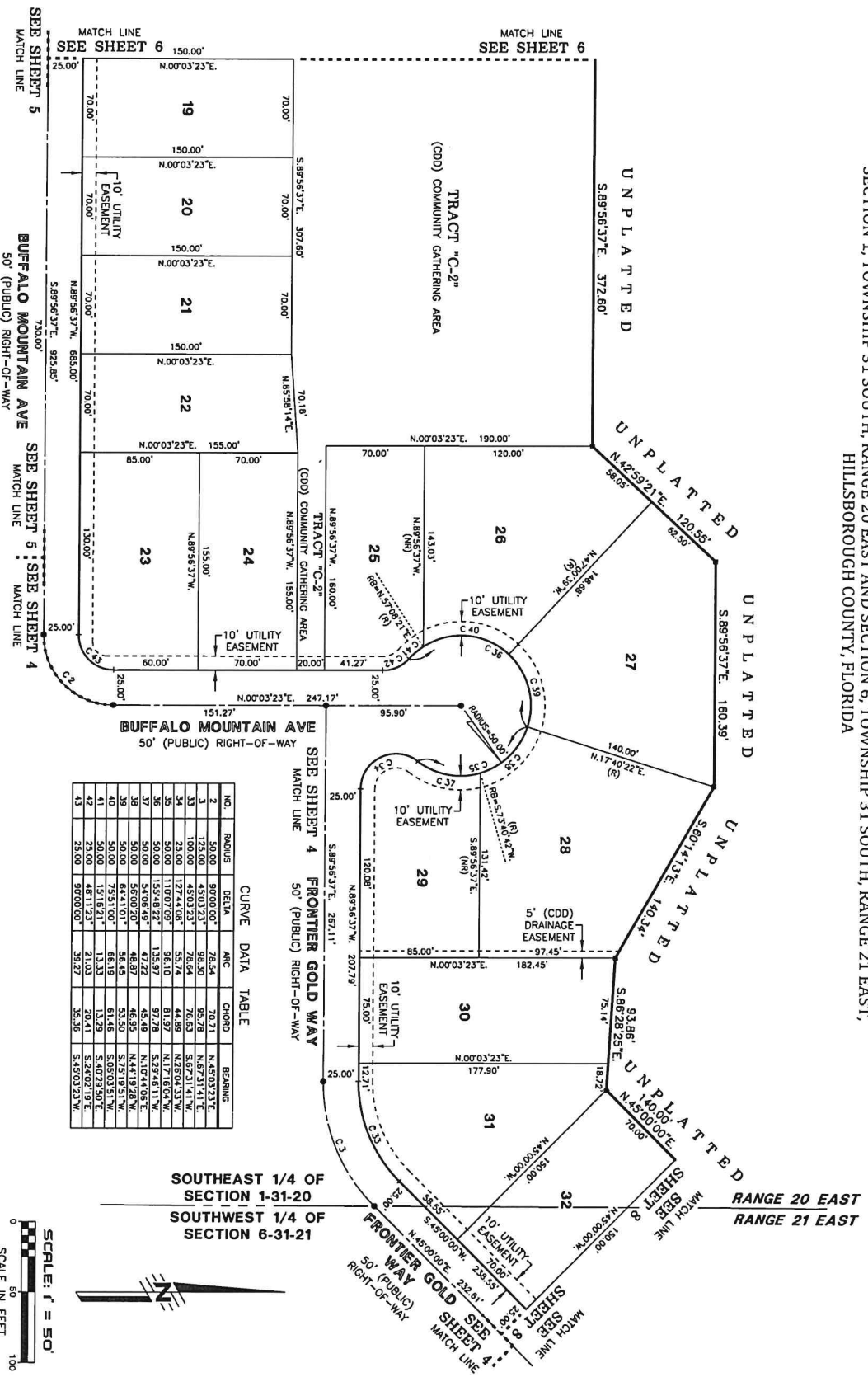
SEE SHEET 2 OF 9  
FOR BASIS OF BEARINGS  
SEE SHEET 2 OF 9  
FOR PARALLEL OFFSET  
DIMENSIONS NOTE

**AMERIT, INC.**  
LAND SURVEYING & MAPPING  
3010 W. Apple Street, Suite 150  
Tampa, FL 33609  
PHONE (813) 221-5200

SHEET 6 OF 9 SHEETS

# TRIPLE CREEK VILLAGE O

SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
2	125.00	45°03'23"	78.50	55.78	N.45°03'23"E
3	125.00	45°03'23"	78.54	55.78	N.45°03'23"E
4	125.00	45°03'23"	78.54	55.78	N.45°03'23"E
5	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
6	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
7	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
8	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
9	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
10	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
11	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
12	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
13	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
14	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
15	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
16	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
17	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
18	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
19	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
20	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
21	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
22	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
23	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
24	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
25	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
26	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
27	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
28	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
29	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
30	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
31	50.00	90°00'00"	78.54	70.71	N.45°03'23"E
32	50.00	90°00'00"	78.54	70.71	N.45°03'23"E

- LEGEND**
- 1. Symbol  $\star$  indicates (P.R.M.) Permanent Reference Monument
  - 2. Symbol  $\#$  indicates (P.R.M.) Offset, Permanent Reference Monument
  - 3. Symbol  $\circ$  indicates (P.C.P.) Permanent Control Point LB7778
  - 4. (R) indicates radial line
  - 5. (NR) indicates non-radial line
  - 6. RB - Reference Bearing
  - 7. O.R. - Official Records Book
  - 8. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
  - 9. W.C.A.S.L. - Wetland Conservation Area Setback Line
  - 10. (CDD) - Triple Creek Community Development District

**SCALE: 1" = 50'**

0 50 100  
SCALE IN FEET

SEE SHEET 2 OF 9  
FOR BASIS OF BEARINGS

SEE SHEET 3 OF 9  
FOR WETLAND  
CONSERVATION AREA NOTE

SEE SHEET 2 OF 9  
FOR PARALLEL OFFSET  
DIMENSIONS NOTE

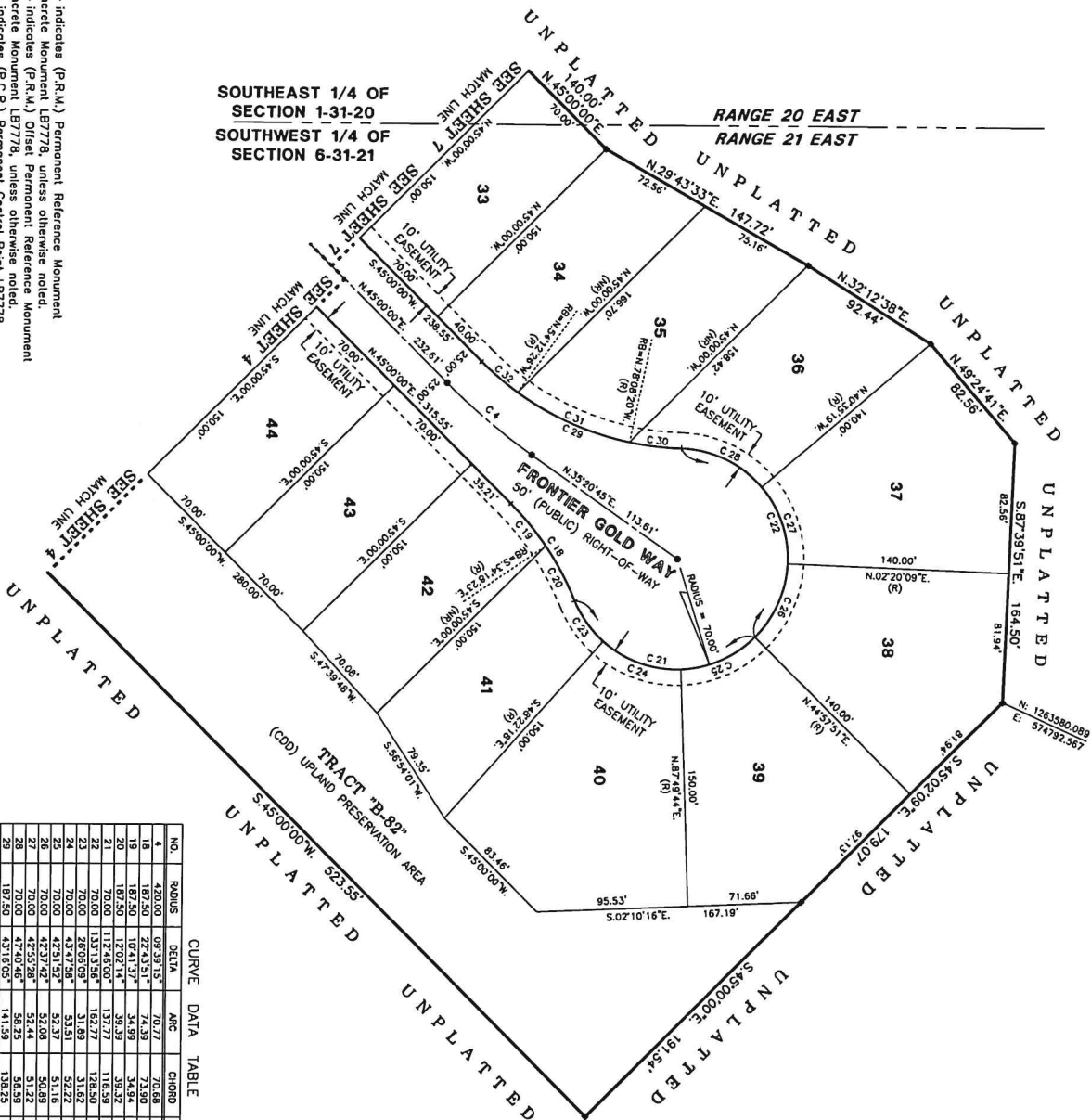
**AMERIT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LB 7778  
3010 W. Apollo Street, Suite 150  
Tampa, FL 33609  
PHONE (813) 221-5200

**SHEET 7 OF 9 SHEETS**



# TRIPLE CREEK VILLAGE O

SECTION 1, TOWNSHIP 31 SOUTH, RANGE 20 EAST AND SECTION 6, TOWNSHIP 31 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
1	420.00	09°39'15"	70.77	70.66	N.40°10'23"E.
18	187.50	22°43'51"	74.36	74.36	N.56°20'48"E.
19	187.50	10°02'14"	36.36	36.36	N.56°20'48"E.
20	187.50	10°02'14"	36.36	36.36	N.56°20'48"E.
21	70.00	13°13'56"	16.27	16.27	S.68°20'53"W.
22	70.00	13°13'56"	16.27	16.27	S.68°20'53"W.
23	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
24	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
25	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
26	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
27	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
28	70.00	43°47'58"	33.51	32.22	N.19°43'43"E.
29	187.50	43°47'58"	33.51	32.22	N.19°43'43"E.
30	187.50	10°02'14"	36.36	36.36	N.56°20'48"E.
31	187.50	09°12'26"	30.13	30.10	S.40°23'47"W.

## LEGEND

1. Symbol \* indicates (P.R.M.) Permanent Reference Monument
2. Symbol # indicates (P.R.M.) Official Permanent Reference Monument
3. Symbol + indicates (P.C.P.) Permanent Control Point 187778
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. RB - Reference Bearing
7. O.R. - Official Records Book
8. E.P.C.H.C. - Environmental Protection Commission of Hillsborough County Wetland Line
9. W.C.A.S.L. - Wetland Conservation Area Setback Line
10. (CDD) - Triple Creek Community Development District

SCALE: 1" = 50'  
SCALE IN FEET



SEE SHEET 2 OF 9  
FOR BASIS OF BEARINGS  
SEE SHEET 2 OF 9  
FOR WETLAND  
CONSERVATION AREA NOTE  
SEE SHEET 2 OF 9  
FOR PARALLEL OFFSET  
DIMENSIONS NOTE

AMERIT, INC.  
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3310 W. Alameda Avenue, Suite 150  
Tampa, FL 33609  
PHONE (813) 221-5200

PLAT BOOK	PAGE
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**SCALE: 1" = 50'**



**SCALE IN FEET**

- DETAIL "B"**  
**NOT TO SCALE**  
**(SEE SHEET 4)**

**AMERPRITT, INC.**  
LAND SURVEYING & MAPPING  
Certificate of Authorization Number LB 778  
3010 W. Acacia Street, Suite 150  
Tampa, FL 33609  
PHONE (813) 221-5200



# Hillsborough County

## PUBLIC SCHOOLS

Preparing Students for Life

### FINAL - Certificate of School Concurrency

Project Name	Triple Creek Village "O"
Jurisdiction	Hillsborough
Jurisdiction Project ID Number	PID 5876
HCPS Project ID Number	SC-840
Parcel / Folio Number(s)	077693.0000
Project Location	Balm Riverview Rd & Triple Creek Blvd.
Dwelling Units & Type	64 Single-Family Detached
Applicant	TC Venture 1, LLC

School Concurrency Analysis					
School Type	Elementary	Middle	High		Total Capacity Reserved
Students Generated	13	6	9		28

Pursuant to the Interlocal Agreement For School Planning, Siting & Concurrency, Section 5.5.2 Process for Determining School Facilities Concurrency: (h) The County will issue a School Concurrency Determination only upon: (1) the School Board's written determination that adequate school capacity will be in place or under actual construction within 3 years after the issuance of subdivision final plat or site development construction plan approval for each level of school without mitigation; or (2) the execution of a legally binding mitigation agreement between the School Board, the County and the applicant, as provided by this Agreement. At the time of application for preliminary plat approval, the high school Concurrency Service Areas (CSA's) serving this site and the adjacent high school CSA's did not have capacity to serve this project. A Conditional Certificate of School Concurrency was previously issued to allow the project to proceed through the preliminary platting process during the time Applicant, School Board, and County negotiated and entered into a legally binding mitigation agreement.

This Final Certificate of School Concurrency is being issued based on a fully executed, recorded, and legally binding Proportionate Share Binding Mitigation Agreement (DSC-840), the terms of which were recorded on November 14, 2022. The Applicant contributed funds on January 19, 2024, in the amount of \$340,974.00 thereby satisfying the requirement to construct high school seats to accommodate the proposed development as more particularly described therein.

Lori Belangia, M.S.  
Manager, Planning & Siting  
Growth Management Department  
E: [glorimar.belangia@hcps.net](mailto:glorimar.belangia@hcps.net)  
P: 813.272.4228

January 24, 2024  
Date Issued